



**FISCAL YEAR 2013  
REQUEST FOR PROPOSALS**

**HALFWAY HOUSE PLACEMENT FOR  
FEDERAL DEFENDANTS AND MATERIAL WITNESSES**



**District of**

**Term: 36 months**

**BLANKET PURCHASE AGREEMENT  
CLAUSES AND TERMS OF AGREEMENT**

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

The United States District Courts for the District of Nebraska are soliciting a vendor(s) to provide halfway house placement for defendants and material witnesses. Vendors must be capable of providing services within a geographic area encompassing Adams and Hall counties.

As a result of this solicitation the Government intends to enter into one or more Blanket Purchase Agreement(s) (BPA's). For this BPA, 1-2 vendors may be needed to provide the required services. The Government reserves the right to award to a single vendor. BPA's will be issued to those vendors determined to be technically acceptable and offering the lowest price to the Government, using the Evaluation Criteria established in Section M of the Request for Proposal.

A Blanket Purchase Agreement is a "charge account" arrangement, between a buyer and a seller for recurring purchases of services. BPA's 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 U.S. Probation/Pretrial Services Office and the vendor's acceptance of the referral. Referrals will be rotated among all the vendors on the BPA. BPA's are valid for a specific period of time, not to extend beyond fiscal year 2010. This BPA contains two 12-month option periods to be exercised at the discretion of the Government.

For this solicitation, only those services listed in Section B and marked by an X under the Required Service column are being solicited. Offerors shall propose on only the required services. Services proposed, but not marked as required, will not be evaluated or included under any resultant agreement. Offerors failing to provide offers on all required services marked, will be considered technically unacceptable.

Estimated Monthly Quantities (EMQ's) 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.

Blanket Purchase Agreement  
 Halfway House Placement for Federal Defendants and Material Witnesses

| <u>REQUIRED SERVICES</u>      | <u>PROJECT CODE</u> | <u>SERVICES</u>             | <u>ESTIMATED MONTHLY QUANTITY</u> | <u>UNIT PRICE</u> |
|-------------------------------|---------------------|-----------------------------|-----------------------------------|-------------------|
| <b>RESIDENTIAL PLACEMENT:</b> |                     |                             |                                   |                   |
| <u>  X  </u>                  | 9905                | <u>Provision of Shelter</u> | 2013 <u>  36  </u>                | <u>          </u> |
|                               |                     |                             | 2014 <u>  36  </u>                | <u>          </u> |
|                               |                     |                             | 2015 <u>  36  </u>                | <u>          </u> |
|                               |                     |                             | <b>Unit: per day**</b>            |                   |

Unit prices for Residential Placement shall include the following:

- Any and all telephone contacts with defendants
- All prices associated with alcohol testing
- All prices associated with case staffing conferences

See Section G.5 for daily rate calculations.

**SECTION C - DESCRIPTION/STATEMENT OF WORK PROVISION OF SERVICES**

The U.S. Probation/Pretrial Services Office shall provide a Program Plan (Probation Form 45) that authorizes the provision of services for each defendant or material witness. The vendor shall provide services strictly in accordance with the Form 45 for each defendant/material witness (hereafter referred to as “defendant”). The Government shall not be liable for any services provided by the vendor that have not been authorized for that defendant in the Form 45. The U.S. Probation/Pretrial Services Office may provide modified amended Form 45's during the course of placement.

**SCOPE OF THE AGREEMENT**

**U.S. Probation/Pretrial Services Agreements**

- a. The services to be performed and the mandatory performance standards are contained in Section C, E, F, and G of this RFP. The vendor shall perform all services in accordance with the provisions of this agreement.
- b. The U. S. Probation/Pretrial Services Office intends to award one or more Blanket Purchase Agreement(s) to fulfill the statutory responsibility under the Pretrial Services Act of 1982, specifically Title 18 United States Code § 3154(4), to provide services to federal defendants.
- c. The government will refer defendants on an "as needed" basis and makes no representation or warranty that it will refer a specific number of defendants to any vendor for services.

**MANDATORY REQUIREMENTS**

**FAILURE TO PROVIDE MANDATORY REQUIREMENTS**

Those services identified in Section B as required services are considered Mandatory Requirements. Mandatory requirements must be performed in accordance with the descriptions in this section. Standards described in Sections C, E, F, and G are considered Mandatory Requirements. If an Offeror cannot provide any of the Mandatory Requirements, they will be deemed to be technically unacceptable and eliminated from further consideration.

## CONTRACT DEFINITIONS

- A. **"Offer"** means **"proposals"** in negotiation.
- B. **"Solicitation"** means a request for proposals (RFP) or a request for quotations (RFQ) in negotiation.
- C. **"Government"** means United States Government.
- D. **"Director"** means the Director of the Administrative Office of the United States Courts (unless in the context of a particular section, the use of "Director" manifestly shows that the terms was intended to refer to some other office for purposes of that section), and the term "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized in writing to act for the Director.
- E. **"Authorized representative"** means any person, persons, or board (other than the contracting officer and Chief Probation/Pretrial Services Officer) authorized to act for the head of the agency.
- F. **"Contracting Officer"** means the person designated by the Director or his duly authorized representative to execute this Agreement on behalf of the Government, and any other successor Contracting Officer who has responsibility for this Agreement; and the term includes, except as otherwise provided in this Agreement, the authorized representative of a Contracting Officer acting within the limits of his written authority.
- G. **"Defendant"** means any pretrial defendant or material witness for whom the U.S. Probation/Pretrial Services Office seeks halfway house placement.
- H. **"Pretrial Services Officer"** means an individual appointed by a United States District Court to provide pretrial, presentence and supervision (pre and post sentence) services for the court.
- I. **"Chief Pretrial Services Officer"** means the individual appointed by the United States District Court to supervise the work of the court's pretrial services staff. For the purpose of this contract, the "Chief Pretrial Services Officer" acts as the contract administrator on behalf of the Director of the Administrative Office of the United States Courts.
- J. **"Designee"** means the person selected by the Chief Pretrial Services Officer to act in his/her behalf in halfway house matters.
- K. **"Clarifications"** are limited exchanges, between the Government and offerors, that may occur when award without discussions is contemplated. If award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of proposals or to resolve minor or clerical errors.

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

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

A. **Administration and Organization**

The vendor shall:

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

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

**B. Referral and Intake Processing**

The vendor shall:

- (1) Ensure that the U.S. Probation/Pretrial Services Office provides a completed Probation Form 45 to the director (or designee) of the housing facility prior to accepting a referral.
- (2) Inform the U.S. Probation/Pretrial Services Office in writing within 24 hours after receipt of the Probation Form 45 as to the decision to accept or deny placement of a defendant into the housing facility after being provided with background information on the defendant.
- (3) Intake process shall include:
  - a. Prepare an initial intake form which includes, at a minimum: name, home address, date of birth, reason for referral, whom to notify in case of emergency, date information is gathered, name of referring source and officer, special medical needs or problems, disposition of personal property in leaving the facility or death, personal physician (if any), and the signature of both the defendant and staff member taking the information. This form shall be placed in the front section of the defendant's file to facilitate easy access by staff.
  - b. Collect first urine specimen if such has been authorized on the Probation Form 45.
- (4) Ensure that upon admission to the housing facility, each defendant receives a copy of the established rules and regulations of the facility. Copies of these documents shall also be posted at a prominent location, accessible to all defendants of the facility. The defendant file shall contain a receipt, signed by the defendant, stating that the defendant has received, and understands, the contents of the rules and regulations.

**C. Authorized Absences:**

The vendor shall:

- (1) If approved by the pretrial services officer, documented and communicated to the vendor, grant leave for employment and other approved program activities (e.g., seeking employment, court approved furlough, eating of meals off site, attending religious services, meeting with attorney, attending court, etc.).

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

**D. Security and Accountability**

The vendor shall:

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

E. **Disciplinary Actions:**

The vendor shall:

- (1) Take necessary steps to protect staff and other defendants at the facility. Any apparent violation or infraction by a defendant shall be reported to the pretrial services officer immediately to resolve the violation or initiate immediate court intervention and/or action. If a defendant is involved in a serious infraction of rules and regulations, the defendant shall be confined to his/her room within the facility until the pretrial services officer can be notified for appropriate action. At the time an infraction is reported to the pretrial services officer, the director of the housing facility or their designee shall recommend, in writing, appropriate disciplinary action to the pretrial services officer.
- (2) Notify the pretrial services officer immediately if the defendant fails to remain at the approved place of employment, or other approved location during the hours specified by the terms of the employment or training program, or fails to return to the housing facility at the time prescribed, or absconds from the facility. If a defendant returns after being placed on absconder status, then the procedure identified in E.(1) of this section will apply.

F. **Co-payments**

The vendor shall:

- (1) Collect co-payments from defendants to defray the expenses to the Government. Unless otherwise waived by the Court and/or the U.S. Probation/Pretrial Services Office, the vendor shall collect 25% of each defendant's gross **income** (rounded down to a whole dollar amount), however, in no event shall the vendor collect payments from defendants that exceed the vendor's daily rate. Acceptable forms of co-payment include: money orders, certified checks, and/or cashier's checks (cash is not an acceptable type of payment). Postal money orders are preferred.
- (2) Provide defendants with receipts for co-payments collected and maintain copies of the receipts in the defendant's file, along with copies of all pay stubs collected. The receipt shall indicate the amount collected, gross income, and time period covered.

- (3) Collect prorated co-payments for any partial weeks of residency based on number of days at the facility from last co-payment, and income during that same time.
- (4) Ensure that the amounts collected in co-payments are subtracted from the total amount of the monthly bill sent to the U.S. Probation/Pretrial Services Office.
- (5) Contact the Chief U.S. Probation/Pretrial Services Officer or his/her designee, in cases of extreme hardship to determine if a subsistence waiver can be approved, or subsistence payments modified. This may be considered on a case-by-case basis and will only be issued when the contractor supports a waiver.
- (6) Document all exchange of monies between defendants and vendor.

G. **Alcohol Testing:**

The vendor shall:

- (1) Establish an appropriate level of monitoring and testing to ensure adequate control of alcohol use. Testing shall be conducted as indicated on Probation Form 45.
- (2) Upon reasonable suspicion of alcohol abuse, conduct such tests as ordered on Probation Form 45.
- (3) Provide a reliable testing instrument and ensure that staff using the testing instrument is familiar with its operation as outlined in the manufacturer's operating instructions. If a positive alcohol test results, or the test is refused, the staff shall report the positive test or refusal to the pretrial services officer immediately. Disciplinary Action proceedings will be addressed pursuant to Section E. (1).
- (4) Maintain a log indicating those defendants subjected to the test, the staff member performing the test, the reason for the test, the test being performed and results, and if the defendant refused to submit to the test.

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

H. **Staff Qualifications**

The vendor shall:

- (1) Have adequately trained and physically able, paid staff who are fully clothed, awake and alert, on the premises to provide twenty-four (24) hour coverage, seven (7) days a week.
- (2) Provide for the appropriate supervision of federal defendants and the orderly running of the facility. A minimum ratio of one staff member for every twenty-five residents (1:25) shall be ensured at all times.
  - (a) The contractor shall maintain the staff/resident ratio specified in the contract throughout the performance of the contract unless otherwise indicated by the Chief U.S. Probation/Pretrial Services Officer or his/her designee.
  - (b) The contractor shall notify the Chief U.S. Probation/Pretrial Services Officer or his/her designee of any unforeseen circumstances which may affect the safety, security or orderly running of the facility.
- (3) Ensure that the head of the facility (director, facility manager, or whatever title the individual with overall authority holds, possesses either a baccalaureate degree in a social or behavioral science together with one year of related experience, or five years of experience in correctional supervision or management.
- (4) Ensure that all key personnel are full-time employees (full-time employment is defined as 40 hours per week). Key personnel are defined as those individuals holding the positions of the facility head, case manager/counselor or other titled individuals in equivalent positions. Any proposed changes of key personnel shall be submitted for approval to the contracting officer.
- (5) Keep written position descriptions that accurately describe current duties for all staff performing services under this blanket purchase agreement.
- (6) Establish minimum employment qualifications for all staff performing services under this agreement.
- (7) Provide staff with at least 20 hours of annual refresher training relating to the operation of the facility. The contractor shall document the training

topics, date, time and participants. The training shall at least cover the following topics:

Emergency plans;  
Staff integrity and ethics;  
Accountability and security procedures;  
Life, safety and emergency procedures;  
Prevention, identification, and handling of sexual abuse/assault incidents, and sexual harassment;  
Basic first aid

- (8) Concentrate case management staff during hours when most defendants are present at the facility.

**I. Facility Location**

The vendor shall:

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

**J. Code Compliance**

The vendor shall:

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

**K. Facility Requirements**

The vendor shall:

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

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

L. **Emergency Plan**

The vendor shall:

- (1) Have and implement a written emergency and evacuation plan and diagrams (e.g., fire, natural disaster and severe weather) that are communicated to each arriving defendant, posted conspicuously in the facility, and reviewed or revised annually.

- (2) Conduct quarterly evacuation drills when a representative number of defendants are present and document such.
- (3) Train all facility personnel to implement the emergency and evacuation plans.

M. **Safety Precautions**

The vendor shall provide:

- (1) At least two means of exit from each floor in the facility.
- (2) Battery-powered smoke detectors on each floor to ensure complete and prompt coverage.
- (3) Electrically lighted exit signs and egress routes with backup battery-powered emergency lighting.
- (4) Portable fire extinguishers throughout the facility appropriately rated and classed (i.e., Rated 2A; Class A extinguisher per 6,000 square feet for light hazard occupancy with a maximum travel distance of 75 feet to an extinguisher).
- (5) Clean and sanitary facilities and surrounding areas, and clear hallways, stairs and exits.

The vendor shall ensure that:

- (6) Fire inspections and testing of fire equipment by the equipment representative are conducted in accordance with state and local laws, ordinances, and codes.
- (7) No mattresses or pillows shall contain polyurethane or polystyrene and shall be nonflammable.
- (8) Hazardous materials (e.g., paint adhesives, thinners) are stored in secure metal containers away from areas such as sleeping quarters, kitchens, furnaces, stairwells, and exits.

N. **General Food Service**

The vendor shall:

- (1) Provide meals for defendants whose work schedule prevents them from eating at designated meal time.
- (2) Provide daily reasonable food selections from the five basic food groups.
- (3) Provide nutritious, varied and balanced sack lunches for defendants who will be working at meal time.
- (4) Prepare menus at least a week in advance and keep menus for three months.
- (5) Have a registered dietitian or physician annually approve the nutritional value of fixed menus, and semiannually approve non-fixed menus and document such.

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

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

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

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

The vendor shall:

- (1) Keep food free from spoilage, filth or other contamination and safe for human consumption.
- (2) Serve food hot at meals if such food is cooked and customarily consumed hot.
- (3) Transport food in covered steam trays or similar conveyances if served away from preparation site.

- (4) **Not** store food containers under exposed and unprotected sewer lines or water lines (except automatic fire protection sprinkler heads) or in toilet rooms or vestibules.
- (5) Keep displayed food at an internal temperature of 45 Degrees Fahrenheit or below, or at an internal temperature of 140 Degrees Fahrenheit or above (whichever applies), except 130 Degrees Fahrenheit for rare roast beef.
- (6) **Not** permit persons to work in any capacity in food service if they: are infected with a communicable disease that can be transmitted by food; are carriers of organisms causing such disease; have boils, infected wounds or acute respiratory infections; and there is a likelihood of such persons contaminating food or food contact surfaces with pathogenic organisms or transmitting disease to other persons.
- (7) Require employees to: thoroughly clean their hands and exposed portions of their arms with soap and water before and during work and after smoking, eating, drinking or using the toilet; keep their fingernails clean and trimmed; and tie or net long hair or beards.
- (8) Wash, rinse and sanitize tableware after each use.
- (9) Protect clean and sanitized equipment from contamination by touching only handles on spoons, knives and forks; and by not touching surfaces of cups, glasses, bowls, plates and similar items contacting user's mouths.
- (10) Keep garbage and refuse in durable, easily cleanable, non-leaking, insect and rodent-proof containers that do not absorb liquids.
- (11) Use effective means and keep the premises in such condition so as to minimize the presence of rodents, flies, cockroaches and other insects and to prevent their feeding.

P. **Vendor Meals Served in Restaurants**

The vendor shall:

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

**Q. Emergency Medical Service**

The vendor shall:

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

| | |

**II. URINE COLLECTION, AND REPORTING (1010)**

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

**A. Storage of Urinalysis Supplies**

The vendor shall:

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

**B. Secure Collection Area**

The vendor shall:

- (1) To the extent possible provide a lavatory only for collecting urine specimens that is not used by staff or others not providing a urine specimen.
- (2) Remove soap dispensers and cleaning agents from the lavatory.
- (3) If the lavatory is used by others not providing a urine specimen the vendor shall:
  - (a) Eliminate the possibility of any interference with the collection process or adulteration of the specimen; and
  - (b) Limit access during the collection process to only those involved in the collection of urine specimens.
- (4) Where feasible, remove the hot water supply to prevent defendants from diluting specimens with hot water that could simulate the temperature of voided specimens.

**C. Safety Precautions.**

The vendor shall ensure that all personnel handling urine specimens wear disposable gloves designed for protection against physical hazards, and are familiar with standard precautions for handling bodily fluids.

**D. General Urine Specimen Collection Procedures**

- (1) The vendor shall ensure defendants:
  - (a) Remove jackets, coats and large pocket items before entering the collection area.
  - (b) Leave purse or other carried items outside the collection area, or in the control of the specimen collector.
  - (c) Rinse their hands in cold water and thoroughly dry them prior to voiding to remove any adulterant from under the fingernails or on the skin.

- (d) Roll up long-sleeved shirts or blouses so the collector can examine defendant's arms to detect tampering devices or adulterants.
- (2) The vendor shall ensure that the collectors:
- (a) Collect specimens from only one donor at a time. Both the donor and the collector shall keep the specimen bottle/container in view at all times prior to it being sealed and labeled.
  - (b) Complete a Chain of Custody or NIDT Collection Form before a defendant voids following chain of custody procedures, and then, unless the vendor is using an NIDT that yielded a negative result, peel the Barcode label from the Chain of Custody form and place it on the bottle.
  - (c) Collect a bottle of urine with a minimum of 35 milliliters of urine, but no more than 3/4 full, to allow the laboratory to conduct the initial presumptive screen and confirmation tests. **A specimen with less than 10 milliliters of urine is not acceptable for testing and shall not be submitted** as the laboratory will not test it due to insufficient quantity.
  - (d) **Not** flush urinals until the collection is completed and the defendant has left the urinal area (coloring agent is not necessary).
  - (e) Observe for any indication (unusual color, odor) of specimen dilution and/or adulteration.
  - (f) Screw the top of the bottle or ensure the defendant tightly screws the top on the bottle, and that the top is secure to the bottle and is not leaking.
  - (g) Review(s) the temperature of the specimen to determine if it is near body temperature, if applicable.
  - (h) Attach the security seal/evidence tape across the top of the bottle cap and down the sides of the bottle, and initials the evidence tape to indicate the identity of the specimen. (This procedure is not mandatory for NIDTs when an instant negative result is obtained and no further testing will be done on that sample).
  - (I) Sign the Specimen Collection Statement of the Chain of Custody Form. This is not mandatory for NIDTs when an instant negative

result is obtained and no further testing will be done on that sample.)

- (j) Have the defendant sign or initial the Chain of Custody Form. This is not mandatory for NIDTs when an instant negative result is obtained and no further testing will be done on that sample.

If the NIDT(s) is/are negative the vendor shall:

- (1) Discard the NIDT device (NIDT device is not considered biohazardous waste and can be disposed of in the trash **(unless visibly contaminated with blood)**. If the NIDT is visibly contaminated with blood, the vendor shall check and follow local state requirements on disposal of NIDT devices.
- (2) Discard urine specimen. Urine specimen may be flushed down the toilet. Rinse the emptied bottle. It is not considered biohazardous waste and can be disposed of in the trash.

**E. Observed Urine Specimen Collection Procedures**

The vendor shall:

- (1) Directly observe defendants voiding into a specimen collection container. Collectors observing the voiding process shall be the same sex as the defendant providing the specimen **(no exceptions)**.
- (2) The use of mirrors is acceptable if the mirrors aid the collector in viewing the voiding process. The U.S. Probation/Pretrial Services Office must approve such use of mirrors.

**F. Unobserved Urine Specimen Collection Procedures**

The vendor shall perform the following urine specimen collection procedures if circumstances prevent the observed collection of a specimen.

The vendor shall ensure that collectors:

- (1) Take unobserved specimens **only** when the defendant and the collector are not of the same sex or it is virtually impossible to collect an observed specimen (e.g. where circumstances beyond the control of the collector preclude the collection of an observed specimen).

- (2) Clearly document on the Chain of Custody Form or NIDT Collection Form any unobserved collection.
- (3) When using NIDTs for unobserved collection of a specimen, ensure that an adulteration test is performed that at a minimum includes temperature, pH and specific gravity tests. Adulteration test panels are performed on all specimens sent to the national laboratory for testing.
- (4) Use a temperature strip to measure urine specimen temperatures which should range between 93.4 to 100 degrees Fahrenheit. The time from urination to temperature measurement is critical and in no case shall exceed 3 minutes.
- (5) Obtain a second specimen from defendants whose urine specimen temperatures are outside the range in (4) above.
- (6) Place a blue or green colored toilet bowl cleaner or coloring agent in the commode to deter dilution of the specimen with commode water.
- (7) Pour the coloring agent into the bowl when using commodes without holding tanks (e.g., commercial commodes).
- (8) Follow all general collection procedures in subsection D. above.

**G. Urine Specimen Mailing and Storage** (For specimens mailed out to contract national drug testing laboratories or on-site instrumented drug testing laboratories).

The vendor shall ensure that:

- (1) The collector places the specimen and corresponding Chain of Custody Form or NIDT collection form in the approved shipping container and places such container in the custody of an approved delivery service or courier; **or**
- (2) The collector notifies the delivery service or courier pickup of urine specimens to be delivered to the laboratory (must be **no later than** the close of business on the day the specimen is collected).
- (3) Urine specimens are refrigerated if specimen is retained and not shipped the same day.
- (4) Refrigerated urine specimens are not retained **longer than** 72 hours

before they are sent to the laboratory.

- (5) Refrigerated urine specimens are stored in a secure area or locked refrigerator with access limited only to collectors or other vendor authorized personnel.

**H. "No Test" Policy**

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

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

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

**I. Random Urine Specimen Collection Procedures**

The vendor shall provide random urine specimen collections in accordance with the following:

- (1) **Urine Collection Phases**  
The frequency of testing for defendants shall follow the Three Phase Program, which requires a minimum of three (3) random tests with less than 24 hours notice per month during Phase I; a minimum of two (2) such tests monthly during Phase II; and a minimum of one (1) such test during Phase III. The length of these phases is determined by the U.S. Probation/Pretrial Services Office and can range from 60 days to 6

months. If a defendant tests positive, more frequent urine collections may be required.

- (2) The vendor shall collect random urine specimens when the defendants have less than 24 hours prior notice that a urine specimen is to be submitted.
- (3) The vendor shall not alter a randomly scheduled urine collections without the approval of the U.S. Probation/Pretrial Services Office. The frequency of random urine collections shall be determined and authorized by the Program Plan (Probation Form 45).

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

**(1) Urinalysis Log**

The vendor shall maintain a log approved by the U.S. Probation/Pretrial Services Office for all urinalysis specimens collected which shall indicate:

- (a) Defendant's name and PACTS number.
- (b) Collection date
- (c) Chain of custody (bar code) number.
- (d) Drugs or medication prescribed and date taken.
- (f) Collector's initials.
- (g) Special testes) requested, and
- (h) Test results

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

**K. National Contract Urinalysis Laboratories**

Urine specimens are analyzed under a separate contract with the AOUSC. The vendor shall notify the U.S. Probation/Pretrial Services Office of positive specimen results reported from a national laboratory within 24 hours.

**L. Onsite Screening Urinalysis Laboratory**

Urine specimens are analyzed by onsite laboratories at some locations in U.S Probation/Pretrial Services Offices. Specimens sent to these facilities shall be processed in the same manner as listed above. Upon award, the U.S. Probation/Pretrial Services Office shall notify the vendor that it uses an on-site

testing laboratory and provide supplies and instructions for the shipping and handling of specimens.

**III. Urine Collection/Testing – Non-Instrumental Drug Testing Devices (1011):**

When using NIDT devices provided by the U.S. Probation/Pretrial Services Office the vendor shall use the previously stated general specimen collection procedures and the following testing procedures:

**A. Urine Testing**

The vendor shall:

- (1) Ensure that all vendor authorized staff receive approved training in the manufacturer's procedures and the district guidelines for the use of NIDT devices before conducting tests; such training shall be documented.
- (2) Test for drug(s) only as directed by the U.S. Probation/Pretrial Services Office, using only devices provided by the U.S. Probation/Pretrial Services Office.
- (3) Perform test(s) according to the manufacturer's procedures with the defendant observing the process.
- (4) Record the NIDT test result on a NIDT log approved by the U.S. Probation/Pretrial Services Office.
- (5) Notify the U.S. Probation/Pretrial Services Office of positive specimen results within 24 hours.
- (6) Send specimens to the national drug testing laboratories under the explicit instruction of the U.S. Probation/Pretrial Services Office, using the procedures outlined on Section II.G above.

**B. Specimen Processing**

- (1) If the NIDT(s) is negative the vendor shall:

- (a) Discard the NIDT device (NIDT device is not considered biohazardous waste and can be disposed of in the trash **(unless visibly contaminated with blood)**). If the NIDT is visibly contaminated with blood, the vendor shall check and follow local state requirements on disposal of NIDT devices.
  - (b) Discard urine specimen. Urine is to be flushed down the toilet. Rinse the emptied bottle. It is not considered biohazardous waste and can be disposed of in the trash.
  - (c) Log the result in the approved urinalysis log mentioned above.
- (2) For presumptive positive test result(s), the vendor shall:
- (a) Remind the defendant that the test(s) result is presumptive, and will be reported to the assigned officer.
  - (b) At the direction of the U.S. Probation/Pretrial Services Office, prepare specimen to send to the national laboratories by transferring the specimen to a national laboratory bottle and completing the Chain of Custody Form. Once this is completed, the Vendor shall discard the NIDT device. Send the specimen to the national laboratory within forty-eight hours unless otherwise instructed by the U.S. Probation/Pretrial Services Office.
  - (c) Within 24 hours notify the officer by telephone and/or fax of the positive presumptive test result(s), and document that the notification was done in the defendant's file.

If the defendant refuses to sign the Chain of Custody form, the vendor shall:

- (d) Make a notation on the Chain of Custody form and instruct the defendant to personally contact his/her assigned U.S. Probation/Pretrial Services Office immediately to provide notification of their refusal to sign the form.
- (e) Within 24 hour, notify the U.S. Probation/Pretrial Services Office of the defendant's refusal to sign the form.

of the

- (f) Ensure collectors do not insist that the defendant sign the Chain of Custody Form, and record the defendant's refusal to sign on the Chain of Custody Form and the defendant file (the specimen will be tested by the national laboratory even if the defendant fails to sign the form).

**C. Drug Testing Invoicing (NIDTs)**

The vendor shall:

- (1) Invoice only one unit of NIDT unit (PC 1011) per defendant per collection. For example, if the NIDT device does not provide a test result, or the test result is not readable, another NIDT device will be used at no additional charge to the government. This may occur approximately five percent of the time when using NIDT devices. The vendor shall include the "multiple test" factor in the unit price for this service.
- (2) Charge only one NIDT (PC 1011) to the Government if the specimen is also sent to a national laboratory. Charging for **1010** (urine collection) and 1011 for the same specimen is not permitted. The vendor may include the additional work related to sending a specimen to a national laboratory and reporting the result in the unit price (PC 1011) for this service. It is estimated that approximately one out of ten samples will be prepared for mailing to a national laboratory.

**IV. VOCATIONAL SERVICES (Job Placement Assistance) 3060**

Gainful employment is a fundamental expectation for those defendants released into a halfway house setting.

The vendor shall:

- (1) Develop meaningful employment opportunities. Meaningful employment means the matching of jobs to defendant needs, aptitudes, desires, and capabilities.
- (2) Ensure that unless medically constrained, defendants secure full-time employment within 15 working days after arrival at the facility. For the purpose of this agreement, full-time employment is defined as one or more jobs totaling

40 hours per week. Any proposed employment plan which is less than full time, requires the approval of the pretrial services officer.

- (4) Verify employment, and job attendance discreetly in order to not jeopardize a defendant's employment.
- (5) Inform, in writing, the pretrial services officer of a defendant's first job, and any changes in employment status.
- (6) Ensure that restriction from work is not used as a disciplinary sanction, unless approved by the pretrial services officer.
- (7) Ensure that defendants receive required assistance in filling out job applications, or any other documents associated with securing employment.

**V. CONTRACTOR LOCAL TRAVEL (1401)(1402)**

The vendor may charge the government for:

- (1) **Contractor's Local Travel by Vehicle (1401)** for vendor staff travel to defendants' employment, or for other contract-related travel authorized and approved by the pretrial services officer.
  - (a) At a rate in the Government Travel Regulations, and
  - (b) Recorded on Probation Form 17, Daily Travel Log.
- (2) **Contractor's Local Travel by Common carrier (1402)** for defendant travel to establish 9905- Provision of Shelter.
  - (a) Reimbursed at actual cost, **and**
  - (b) Recorded on Probation Form 17, Daily Travel Log.

**NOTE:** Neither of the above travel charges shall include any vendor costs incurred to transport defendants to public transportation or employment or program activities if the vendor's facility is not within one mile of public transportation.

**VI. REIMBURSEMENT/CO-PAYMENT- Administrative Fee (1501)**

The vendor may charge an:

**Administrative Fee (1501)** which is a reasonable monthly fee, to administer the collection of fees from defendants, not exceeding three (3) percent of the monthly co-payment funds collected.

The vendor shall provide credits to the Government as directed below in **SECTION G. ADMINISTRATIVE DATA**, Subsection 4. **REIMBURSEMENT/CO-PAYMENTS**.

VII. **DELIVERABLES**

**DEFENDANT RECORDS AND CONFERENCES**

A. **File Maintenance**

The vendor shall:

- (1) Maintain a secure filing system of information on all defendants that the vendor services under agreement with the Government.
- (2) Segregate defendant files from other vendor records. This will facilitate monitoring and promote defendant confidentiality.
- (3) Maintain a security policy on computer file management. Electronic files must be user authentication accessible (password protected). Computer equipment which contains defendant information shall be kept in a secure area which is not accessible by residents.
- (4) Keep a separate file on each defendant.
- (5) Keep and identify all records, including financial records, that disclose the identity of any defendant as **CONFIDENTIAL**.
- (6) Keep all defendant records associated with the agreement for three (3) years after the final payment date under the agreement, for Government inspection and review, **except that the vendor shall keep defendant records relating to:**
  - (a) Disputes as discussed, in Section I.2., **or**

- (b) Litigation or settlement of claims arising out of the performance of this agreement, until final disposition of such appeals, litigation, or claims until final clearance or settlement.
- (7) At the expiration of the term of the agreement, provide the chief pretrial services officer or his/her designee a copy of all defendant records contained in each defendant file that have not been previously furnished, which may include copies of chronological notes.

**B. Disclosure**

The vendor shall:

- (1) Protect **CONFIDENTIAL** records from disclosure except in accordance with B. (2), (3), (4) and (5) below.
- (2) Disclose defendant records upon request to the chief pretrial services officer or his/her designee.
- (3) Make its staff available to discuss placement of a defendant with the pretrial services officer.
- (4) Disclose defendant records and discuss defendant placement in B. (2) and (3) above on an "unrestricted communication" basis.
- (5) Disclose defendant records only in accordance with 42 C.F.R. Part 2, and, where disclosure is permitted under those regulations, disclose only if consistent with the policies and procedures of the United States Pretrial Services Confidentiality Regulations (attachment J.3).

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

- (6) Ensure that all persons having access to or custody of defendant records follow the disclosure and confidentiality requirements of this agreement and federal law.
- (7) Notify chief pretrial services officer immediately upon receipt of legal process requiring disclosure of defendant records.

**C. File Content**

The vendor's file on each defendant shall contain:

- (1) **Chronological Notes** that:
  - (a) Record contacts that significantly relate to compliance, employment, visitations, authorized absences, etc. Additional notes should detail collateral contacts with family members, employers and others.
  - (b) Are current and available for review by the chief pretrial services officer or his/her designee, and by the Office of Probation and Pretrial Services of the Administrative Office.
  
- (2) **Program Plan** (Probation Form 45) that:
  - (a) Pretrial Services Officer prepares to authorize agreement services (e.g., Provision of Shelter (9905)) for a defendant **before** the case staffing conference, **or**
  - (b) Pretrial Services Officer prepares during or immediately after the case staffing conference,  
  
**NOTE:** Pretrial Services Officer must amend the Program Plan in (2)(b) above **during or immediately following** the case staffing conference if service delivery changes.
  - © Identifies vendor services to be provided to the defendant and billed to the Government under the terms of the agreement.  
  
**NOTE:** Vendor shall provide only those services identified in the Probation Form 45. The pretrial services officer determines the duration and frequency of these services.
  - (d) Identifies the role of the pretrial services officer in the residential placement process.
  
- (4) **Amended Program Plan** (Probation Form 45) (if applicable) the pretrial services officer prepares:

- (a) During or immediately following the case staffing conference if service delivery changes from the program plan prepared before the case staffing conference.
  - (b) To change service delivery for a defendant during the agreement or to change a defendant's urine collection frequency.
- (5) **Monthly Treatment Report** (Probation Form 46) that:
- (a) Summarizes defendant's activities during the month and accompanies the monthly bill.
  - (b) Indicates defendant progress (e.g. adjustment, responsiveness, significant problems, employment).
  - © Reflects changes in Program Plan.
  - (d) Records urine collection and tests results (if applicable).
  - (e) Records authorized absences (furloughs) of 24 hours or more (if applicable).
- (6) **Daily Travel Log** (Probation Form 17)(if applicable) that: Vendor submits with the monthly invoice for **Contractors Local travel** by vendor or staff.
- (I) **by Vehicle (1401)** (at the rate in the current Judiciary Travel Regulations), or
  - (ii) **by Common Carrier (1402)** (reimbursed at actual cost).
- (7) **Bail Reports** that:
- (a) Are forwarded by the referring pretrial services officer which contain confidential information regarding a defendant's background.
  - (b) Are to be secured and read by staff on a need to know basis.
- (8) **Conditions of Release** that: Are forwarded by the referring pretrial services officer which establish the court ordered conditions for release for the defendant pending trial, sentencing or surrender.

- (9) **Vocational Assistance Log** that:
  - (a) Demonstrate the defendant's earnings and co-payments received.
  - (b) Report number of hours worked.
- (10) **Urinalysis Log** that follows the instructions given at Section C II. J (1).

**D. Case Staffing Conference**

The vendor's professional staff shall:

- (1) Meet with the pretrial services officer for an initial case staffing conference to develop the program plan.
- (2) Meet at least quarterly with the pretrial services officer to discuss the defendant's progress in the program.
- (3) Meet as needed with pretrial services officer when additional conference are requested.

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

**E. Vendor Reports**

The vendor shall:

- (1) Prepare a written report on the defendant's status upon pretrial services officer's request.
- (2) Recommend in the report whether defendant's residence status should be continued or terminated.
- (3) If recommending termination, state the reason in the report (i.e., whether the defendant responded to placement and no longer needs services, or whether the defendant failed to respond to structured placement).
- (4) Provide a written termination report to the pretrial services officer on all defendants discharged from the program within a 30-day period after defendant discharge.

- (5) Provide written report outlining any situation that caused any disciplinary action to be taken against a defendant.

F. **Vendor Testimony**

The vendor shall:

- (1) Appear or testify in legal proceedings convened by the federal court:
  - (a) Upon request of the court, Pretrial Services Office, United States Attorney's Office, or
  - (b) In response to a subpoena.
- (2) Provide testimony including but not limited to a defendant's: attendance record; urine test results; general adjustment to program rules; type and dosage of medication; response to placement; test results; and any programming needs.
- (3) Receive reimbursement for subpoenaed testimony through the Department of Justice based on its witness fee and expense schedule.
- (4) Receive necessary consent/release forms required under federal, state or local law from the Government.
- (5) **Not** act as an advocate for the defendant in any legal or administrative proceedings unless such action is approved in writing by the chief probation/pretrial services officer.

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

The vendor shall:

- A. Notify the pretrial services officer immediately by telephone of defendant noncompliance including but not limited to:
  - (1) Positive urine or breath test results.
  - (2) Negative urine test results for medicated defendants including defendants on methadone.

- (3) Failure to produce a urine specimen for testing (i.e., stalling - e.g. withholding a specimen or failure to produce a specimen of sufficient quantity for testing).
  - (4) Failure to appear as directed for urine collection (i.e., no-show).
  - (5) Failure to follow vendor staff direction.
  - (6) Failure to comply with conditions of pretrial, sentence or surrender release.
  - (f) Failure to arrive at facility when expected.
- B. Immediately following probation/pretrial services telephonic notification, the vendor shall fax a report detailing the noncompliance which includes, but is not limited, to the following:

Type of incident, date, and time;  
Person(s) involved  
Notifications (who, date, and time)  
Any media or law enforcement attention; and  
Brief summary of incident

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

**IX. STAFF RESTRICTIONS**

The vendor shall ensure that:

- (1) Persons currently under pretrial, probation, parole, or mandatory release (federal, state or local) supervision shall not perform services under this agreement.
- (2) Favoritism or preferential treatment for one defendant or group of defendants over another does not occur.
- (3) No employee may deal with any defendant, except in a professional relationship that will support the approved goals of the facility program; specifically, staff members must never accept for themselves or any member of their family, any personal gift, favor, or service from a defendant or from any defendant's family or close associate, no matter how trivial the gift or service may seem; all staff are

required to report to the director any violation or attempted violation of these restrictions; in addition, no staff shall give any gifts, favors, or services to defendants, their families, or close associates.

- (4) Employees may not engage in any conduct which is criminal in nature or which would bring discredit upon the vendor or United States District Court; the vendor shall ensure that the conduct of all employees is above reproach; not only must employees avoid misconduct, but the appearance of misconduct as well.
- (5) Any violation or attempted violation of the restrictions referred to in this section on employee conduct shall be reported telephonically and in writing, including proposed action to be taken by the vendor, to the contracting officer in the U.S Probation/Pretrial Services Office; any failure to report a violation or take appropriate disciplinary action against vendor employees may subject the vendor to appropriate action, up to and including termination of the agreement.
- (6) Employees are notified of the standards of conduct and document this notification in personnel files.
- (7) No defendant performs work for the vendor, except that as part of the program, they may be required to maintain their respective living areas. Permissible work includes sweeping and cleaning their immediate living area, as well as recreation or day room areas, bathroom and shower areas, and passage and hallway areas. The performance of work by the defendant at the facility should not be used as punishment or in lieu of paid workers.

**X. LOCAL SERVICES:**

**Note:** Insert statement of work and project codes for local services.

**SECTION D. PACKAGING AND MARKING**

The contractor shall package and record urine specimens as detailed in Section C.II.

## **SECTION E - INSPECTION AND ACCEPTANCE**

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

The vendor shall:

- (A) Maintain a physical facility that meets all applicable federal, state and local regulations (e.g., building codes).
- (B) Not endanger the health and safety of employees, defendants or the community.
- (C) Provide physical facilities that preserve both the integrity of the confidential relationship and the personal dignity of the defendant.

### **E.2 JP3 Clauses 2-5B, Inspection of Services (AUG 2004)**

(a) The contractor shall provide to the judiciary for acceptance only services which conform to the contract requirements. As part of the inspection system, the contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the judiciary during contract performance and for at least three years after acceptance. The judiciary has the right to evaluate the acceptability and effectiveness of the contractor's inspection system before award and during contract performance. This evaluation may be used to determine the extent of judiciary inspection and testing, but this does not waive its right to inspect and test all services. The right of review, whether exercised or not, does not relieve the contractor of the obligations under the contract.

1. (b) The judiciary has the right to inspect and test all services provided under this contract, to the extent practicable, at all times and places during the term of the contract. The judiciary will perform inspections and tests in a manner that will not unduly delay the work.

(c) If requested by the judiciary, the contractor shall provide, without charge, all reasonable facilities and assistance to the judiciary inspectors. If the judiciary performs inspections or tests on the premises of the contractor or a subcontractor, the contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(d) If any of the services do not conform with contract requirements, the judiciary may require the contractor to perform the services again in conformity with contract requirements, at no

increase in contract amount. When the defects in services cannot be corrected by re-performance, the judiciary may:

(1) require the contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) reduce the contract price to reflect the reduced value of the services performed.

(e) If the contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the judiciary may:

(1) by contract or otherwise, perform the services and charge to the contractor any cost incurred by the judiciary that is directly related to the performance of such service; or

(2) terminate the contract for default.

## **SECTION F - DELIVERIES OR PERFORMANCE**

### **F.1 PROVISION OF SERVICES TO FEDERAL DEFENDANTS (MANDATORY REQUIREMENT)**

- A. In an effort to protect the community by providing halfway house placement, the vendor shall have the capability to immediately place federal defendants in halfway house placement without regard to any placement backlog or waiting lists.
- B. Recognizing the problems of limited bed space, vendors shall place Pretrial Service referrals for halfway house placement in the first available bed space.
- C. The vendor shall not unilaterally refuse services to any defendant referred by the Government, except where the defendant poses an apparent danger to the vendor's staff or other defendants.
- D. Termination of defendants from placement, 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 defendants.

### **F.2 PERFORMANCE STANDARDS**

- A. The vendor shall maintain the mandatory standards set forth in Sections C, E, F and G of this agreement.
- B. A vendor's noncompliance with the mandatory standards shall be the basis for termination of the agreement.

## **SECTION G - AGREEMENT ADMINISTRATION DATA**

### **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).

### **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 as **CONFIDENTIAL**.
- C. Keep all defendant 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 records relating to:
  - (1) Disputes, as discussed in Section I.2.
  - (2) Litigation or settlement of claims arising out of the performance of this agreement, until final disposition of such appeals, litigation, or claims, until final clearance or settlement.

### **3. INVOICES (MANDATORY REQUIREMENT)**

The vendor shall:

- a. Submit an original and one (1) copy of the invoice with the Urinalysis Log, Daily Travel Log (if applicable) and Vocational Assistance Log to the address listed in block 7 of the Solicitation/Offer/Acceptance in Section A, p.1 of the RFP.
- 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 two-part Administrative Office invoice, or a Pretrial Services Office local invoice form, approved by the Administrative Office, indicating:
  - (1) Individual defendant 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.
- (3) Credits due to Government as a result of defendant co-payments.

**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.

- d. Submit with the invoice a certification by an authorized official of the vendor that the invoice:
  - (1) Is correct and accurate to the best of his/her knowledge, and
  - (2) Includes only charges for services actually provided to defendants.
- e. Submit separate invoices for services provided to pretrial services defendants to the appropriate U.S. Probation/Pretrial Services Office.
- f. The vendor shall include the prices of telephone contacts with clients in the unit price for services under Project Code 9905 and shall not bill separately for these calls.
- g. The vendor shall include authorized leave from the facility for 24 hours or more.

#### 4. **REIMBURSEMENTS OR COPAYMENTS (MANDATORY REQUIREMENT)**

- a. 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, including the defendants.
- b. 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 credit the Government for these services.

The pretrial services officer may require the vendor to deduct such duplicate payments from subsequent invoices issued to the government according to the terms and conditions of this solicitation document.

- c. The U.S. Probation/Pretrial Services Office shall evaluate the defendant's financial status (e.g., employment) before authorizing defendant payments to the vendor and shall notify the defendant and vendor of the defendant payments in the Probation Form 45 if they will deviate from the standard plan of co-payments noted in Section C.

5. **DAILY RATE CALCULATION:**

The vendor shall bill a daily rate for Provision of Shelter (9905) that:

- (a) Is computed on a calendar day unit (midnight to midnight) for continuous placement of over twenty-four (24) hours, and
- (b) Is computed as one-fourth of a calendar day for six (6) hour increments or less, and
- (c) Includes all those items listed in Section C.I.

Example:

Assume a daily rate of \$12.00. Defendant enters halfway house at 2:00 p.m. on Day 1 and was discharged from the facility at 7:00 a.m. on Day 3.

|       | <u>Time Spent</u> | <u>Charge</u> |
|-------|-------------------|---------------|
| Day 1 | 2 Quarters        | \$ 6.00       |
| Day 2 | 4 Quarters        | \$12.00       |
| Day 3 | 2 Quarters        | \$ 6.00       |

## SECTION H - SPECIAL AGREEMENT REQUIREMENTS

### H.1 JP3 Clause 7-25 Indemnification (AUG 2004)

1. (a) The contractor assumes full responsibility for and shall indemnify the judiciary against any and all losses or damage of whatsoever kind and nature to any and all judiciary property, including any equipment, products, accessories, or parts furnished, while in its custody and care for storage, repairs, or service to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the contractor, any subcontractor, or any employee, agent or representative of the contractor or subcontractor.

(b) If due to the fault, negligent acts (whether of commission or omission) and/or dishonesty of the contractor or its employees, any judiciary-owned or controlled property is lost or damaged as a result of the contractor's performance of this contract, the contractor shall be responsible to the judiciary for such loss or damage, and the judiciary, at its option, may, in lieu of requiring reimbursement therefor, require the contractor to replace at its own expense, all property lost or damaged.

(c) *Hold Harmless and Indemnification Agreement* The contractor shall save and hold harmless and indemnify the judiciary against any and all liability claims and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work under the terms of this contract, resulting in whole or in part from the acts or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or subcontractor.

(d) The contractor shall indemnify and hold the judiciary, its employees, and others acting on its behalf harmless against any and all loss, liability, or damage arising out of the negligence, failure to act, fraud, embezzlement, or other misconduct by the contractor, its employees, subcontractors, agents, or representatives of the contractor or subcontractor.

(e) *Judiciary's Right of Recovery* Nothing in the above paragraphs will be considered to preclude the judiciary from receiving the benefits of any insurance/bonds the contractor may carry which provides for the indemnification of any loss or destruction of, or damages to, property in the custody and care of the contractor where such loss, destruction or damage is to judiciary property. The contractor shall do nothing to prejudice the judiciary's right to recover against third parties for any loss, destruction of, or damage to, judiciary property, and upon the request of the contracting officer will, at

the judiciary's expense, furnish to the judiciary all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the judiciary) in obtaining recovery.

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

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

(a) Definitions. As used in this clause,

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

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

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

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

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

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

(b) The Contractor, if other than an individual, shall--within 30 calendar days after award (unless a longer period is agreed to in writing for contracts of 30 calendar days or more performance duration), or as soon as possible for contracts of less than 30 calendar days performance duration--

- (1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about-
  - (i) The dangers of drug abuse in the workplace;
  - (ii) The Contractor's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees from drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause, that as a condition of continued employment on the contract resulting from this solicitation, the employee will-
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction;
- (5) Notify the contracting officer within ten (10) days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subparagraph (a)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- (i) Taking appropriate personnel action against such employee, up to and including termination; or
  - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from the contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) and (c) of this clause may, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension of debarment.

## **SECTION I - REQUIRED CLAUSES**

### **I.1 JP3 Clause 7-85, Examination of Records - (JAN 2003)**

- (a) The judiciary will have access to and the right to examine any directly pertinent books, documents, papers, or other records of the contractor involving transactions related to this contract, until three years after final payment under this contract, or for any shorter period specified for particular records.
- (b) The contractor agrees to include in all subcontracts under this contract a provision to the effect that the judiciary will have until three years after final payment under the contract, or for any shorter specified period for particular records, have access to and the right to examine any directly pertinent books, documents, papers, or other records of the subcontractor involving transactions related to the subcontract. The term subcontract as used in this clause excludes:
  - (1) purchase orders; and
  - (2) subcontracts for public utility services at rates established for uniform applicability to the general public.

### **I.2 JP3 Clause 7-235, Disputes - (JAN 2003)**

- (a) A contract dispute means a written claim, demand or assertion by a contracting party for the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other specific relief arising under or relating to the contract. A dispute also includes a termination for convenience settlement proposal and any request for an equitable adjustment, which is denied. A voucher, invoice, or other routine payment that is not disputed by the parties is not a dispute under this clause.
- (b) A contract dispute shall be filed within 12 months of its accrual and shall be submitted in writing to the contracting officer. The dispute shall contain a detailed statement of the legal and factual basis of the dispute and shall be accompanied by any documents that support the claim. The claimant shall seek specific relief, as provided in paragraph (a) above. However, the time periods set forth here shall be superceded if the contract contains specific provisions for the processing of any claim which would otherwise be considered a dispute under this clause.
- (c) Contracting officers are authorized to decide or settle all disputes under this clause. If the contracting officer requires additional information the contracting officer shall promptly request the claimant to provide such information. The contracting officer will issue a written determination within 60 days of the receipt of all the requested information from the claimant. If the contracting officer is

unable to render a determination within 60 days, the claimant shall be notified of the date on which a determination will be made. The determination of the contracting officer shall be considered the final determination of the judiciary.

- (d) The contractor shall proceed diligently with performance of this contract pending resolution of the dispute. The contractor shall comply with the final determination of the contracting officer unless such determination is overturned by a court of competent jurisdiction. Failure to diligently continue contract performance during the pendency of the claim or failure to comply with the final determination of the contracting officer may result in termination of the contract for default or imposition of other available remedies.

### **I.3 JP3 Clause 7-30, Public Use of the Name of the Federal Judiciary - (JAN 2003)**

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

### **I.4 Teaming Arrangements Under Simplified Procedures - (JAN 2003)**

The Vendor shall not refer clients to any other vendor that was not evaluated and approved by the procuring officer in writing. Services that the offeror proposes to refer to other service providers shall be considered as teaming. Vendors may team with other vendors in submitting proposals. The offeror shall identify any proposed teaming vendor, or referred service provider in the Narrative Statement. The vendor must obtain written authorization of the procuring officer to change, to add, or to replace a teaming vendor or referred service provider. The vendor providing the referred services shall comply with all terms and conditions of the resultant agreement.

**I.5. 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.

**I.6 Clause 2-90D, Option to Extend the Term of the Contract - (JAN 2003)**

- (a) The judiciary may extend the term of this contract by written notice to the contractor within \_\_\_\_ calendar days prior to the then current expiration date of this contract [insert the period of time within which the contracting officer may exercise the option]; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least \_\_\_\_ calendar days [60 days unless a different number of days is inserted] 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 \_\_\_\_\_ (months) (years).

**I.7 Clause B-5, Clauses Incorporated by Reference**

*Include the following clause as prescribed in [Appx B, § B.2.1.\(b\) \(Solicitation Provisions and Contract Clauses Prescribed in Appendix B\)](#).*

**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 JP3 clauses listed below are applicable to Agreements and Contracts at any value.**

|                  |   |          |
|------------------|---|----------|
| JP3 Clause 2-90C | Option to Extend Services   | JAN 2003 |
| JP3 Clause 3-160 | Service Contract Act of 1965,<br>As amended                       | JAN 2003 |
| JP3 Clause 3-205 | Protest After Award   | JAN 2003 |
| JP3 Clause 7-35  | Disclosure or Use of Information                                  | APR 2010 |
| JP3 Clause 7-135 | Payments  | JAN 2003 |
| JP3 Clause 7-140 | Discounts for Prompt Payment                                      | JAN 2003 |
| JP3 Clause 7-150 | Extras  | JAN 2003 |
| JP3 Clause 7-175 | Assignment of Claims  | JAN 2003 |
| JP3 Clause 7-185 | Changes   | JAN 2003 |
| JP3 Clause 7-220 | Termination for the Convenience of the<br>Judiciary (Fixed-Price) | JAN 2003 |
| JP3 Clause 7-230 | Default (Fixed Price Products and Service)                        | JAN 2003 |

**IN ADDITION TO THE JP3 CLAUSES LISTED ABOVE, IF THIS AGREEMENT IS IN EXCESS OF \$100,000, THE CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING JP3 CLAUSE, INCORPORATED BY REFERENCE.**

|                 |            |          |
|-----------------|------------|----------|
| JP3 Clause 1-10 | Gratuities | JAN 2010 |
|-----------------|------------|----------|

## **SECTION J - LIST OF ATTACHMENTS**

- J.1 OFFEROR'S STATEMENTS, QUALIFICATIONS, AND REFERENCES
  - J.1(1) - Offeror's Narrative Statement
  - J.1(2) - Offeror's Background Statement
  - J.1(3) - Offeror's Staff Qualifications
  - J.1(4) - Offeror's References
- J.2 PROGRAM PLAN - PROBATION FORM 45
- J.3 PRETRIAL SERVICES CONFIDENTIALITY REGULATIONS
- J.4 NON-DISCLOSURE AGREEMENT
- J.5 AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION (PSA 6B)
- J.6 DAILY TRAVEL RECORD
- J.7 INVOICE
- J.8 MONTHLY TREATMENT REPORT - Probation Form 46
- J.9 URINALYSIS LOG
- J.10 DEPARTMENT OF LABOR WAGE DETERMINATION  
(As required by the Service Contract Act, when applicable.)

**OFFEROR'S NARRATIVE STATEMENT**

As required in *Section L, Subsection J, List of Documents, Exhibits, and Other Attachments, Preparation of Narrative Statement*, the offeror shall prepare a Narrative Statement below (attach pages as needed labeled as subsets of this Attachment number). Offeror should include a completed Program Discharge Summary Profile (Attachment J.1(5)).

**OFFEROR'S BACKGROUND STATEMENT**

As required in *Section L, List of Documents, Exhibits, and Other Attachments*, Preparation of the Background Statement, the offeror shall prepare a Background Statement below (attach pages as needed labeled as subsets of this Attachment number).

**Review Instrument  
Procurement File Procedures**

District: \_\_\_\_\_ Blanket Purchase Agreement #: \_\_\_\_\_

Reviewer: \_\_\_\_\_ Contracting Officer: \_\_\_\_\_

Review Date: \_\_\_\_\_

**I. Establishing a Blanket Purchase Agreement (BPA)**

To determine compliance with established procedures, select a sample of at least ten (10) procurement files. If fewer than ten files, use all of the files in the test.

**A. Preliminary and Award Process**

- |    |   |   |   |
|----|---|---|---|
| 1. | Has the contracting (CO) or designee conducted a needs assessment of treatment services for the district, which includes, if applicable, determination of use by other court units or federal agencies? | Y | N |
| 2. | Does the needs assessment identify  |   |   |
|    | a. the anticipated services required?   | Y | N |
|    | b. estimated monthly quantities of services for all agencies that will use the BPA?   | Y | N |
|    | c. the number of service providers needed?  | Y | N |
|    | d. special concerns and treatment issues that may need to be incorporated into local procedures?  | Y | N |
|    | If yes, was administrative office approval given?   | Y | N |
|    | e. Are all special concerns and needs written in a pass/fail style?   | Y | N |
| 3. | Did the CO receive requests to be on the mailing list from FezBizOpps advertisement?  | Y | N |
| 4. | Did the CO mail a Request for Proposal (RFP) to all vendors on the bidders list?  | Y | N |
| 5. | Did the CO include the Department of Labor wage determination in the RFP? (for urine collection <u>only</u> )   | Y | N |
| 6. | Did CO receive all vendors proposals by designated date and time?   | Y | N |
| 7. | Were the proposals evaluated using the pass/fail criteria?  | Y | N |

|     |   |   |   |
|-----|---|---|---|
| 8.  | Did the CO schedule/conduct on-site visits for the technically acceptable offerors based on lowest price? | Y | N |
| 9.  | Did the CO send letters to each vendor not selected for the BPA informing them of the results?            | Y | N |
| 10. | Were letters sent to each vendor selected for the BPA with copies of                                      |   |   |
|     | a. OF 347   | Y | N |
|     | b. OF 348   | Y | N |
|     | c. AO Form 367 signed by the Chief Probation/Pretrial Services Officer                                    | Y | N |
|     | d. the vendor proposal and a copy of the RFP? (excluding sec. L and M)                                    | Y | N |
| 11. | Has a procurement file been established?  | Y | N |
| 12. | Does the file contain the following:  |   |   |
|     | a. a copy of the advertisement?   | Y | N |
|     | b. a copy of the bidders list?  | Y | N |
|     | c. a list of vendors that submitted proposals?  | Y | N |
|     | d. a list of vendors who were technically unacceptable and reason for elimination?                        | Y | N |
|     | e. a list of vendors who received on-site visits?   | Y | N |
|     | f. a list of vendors who passed the technical evaluation?   | Y | N |
|     | g. a list of vendors placed on the BPA?   | Y | N |

Discussion/Findings:

**B. Clerks Master BPA**

|    |   |   |   |
|----|---|---|---|
| 1. | Does the clerk's master copy summarize the BPA as a whole? (number of vendors, services provided, catchment area) | Y | N |
| 2. | Does the clerk's master copy include the not-to-exceed amount?  | Y | N |

**C. Vendor BPA**

|    |   |   |   |
|----|---|---|---|
| 1. | Is there one BPA completed in full for each vendor?   | Y | N |
| 2. | Is the vendor copy specific to the individual service provider? (unit prices, tax i.d #, mailing address) | Y | N |

- |    |  |   |   |
|----|--|---|---|
| 3. | Does the BPA omit the name of other BPA vendors? | Y | N |
| 4. | Does the OF 347 omit the not-to-exceed amount    | Y | N |

Discussion/Findings:

**II. Administering the Blanket Purchase Agreement (BPA)**

Select a sample of ten (10) treatment vouchers from ten different contractors. If fewer than ten contractors, select at least one voucher from each contractor.

**A. Making the Referral**

- |    |   |   |   |
|----|---|---|---|
| 1. | Has a referral agent been designated to coordinate orders to vendors and rotation of referrals?   | Y | N |
| 2. | Is there a separate rotation monitor?   | Y | N |
| 3. | If the BPA is being used by other court units or federal agencies, (piggybacking), is there a balanced method of distributing referrals?            | Y | N |
| 4. | Are treatment services program plans (Probation Form 45) being completed for all referrals?   | Y | N |
| 5. | Do they contain all required information?   | Y | N |
| 6. | Is the referral agent(s) designated on the BPA the only person(s) making referrals?   | Y | N |
| 7. | If a separate rotation monitor has been designated, do they work with the referral agent to ensure the client is referred to an appropriate vendor? | Y | N |
| 8. | Once the referral agent signs the program plan and mails it to the vendor, are copies sent to the following individuals:                            |   |   |
|    | a. contracting officers?  | Y | N |
|    | b. line officers?   | Y | N |

Discussion/Findings:

**B. Certification of Invoice**

- |   |   |   |
|---|---|---|
| 1. Are vendor invoices received by the contracting officer by the tenth of each month?  | Y | N |
| 2. Are there indications that the invoices are compared against the BPA to verify the accuracy of prices and services ordered?                                    | Y | N |
| 3. Are the invoices compared for accuracy of referral against the authorized program plan?  | Y | N |
| 4. Does the contracting officer audit the invoice against supporting documentation from the vendor?<br>(Monthly treatment reports, daily logs, Probation form 45) | Y | N |

Discussion/Findings:

**C. Monitoring Procedures**

- |  |   |   |
|--|---|---|
| 1. Was a written monitoring report completed within the first 120 days after the award was made?   | Y | N |
| 2. If any deficiencies were noted on the initial monitoring, was a second monitoring report completed prior to exercising the option to renew?   | Y | N |
| 3. If an unsatisfactory performance or non-compliance with the statement of work resulted in discontinued use of a BPA vendor, was this information coordinated with other officers, the clerk, and piggybacking agencies? | Y | N |

Discussion/Findings:



## NON-DISCLOSURE AGREEMENT

### NON-DISCLOSURE AGREEMENT FOR CONTRACT SERVICES

\_\_\_\_\_ hereby acknowledges and agrees that any information, including records, reports, files, or oral communication, it receives from the U. S. Pretrial Services Office, with respect to criminal defendants, is strictly confidential; remains subject to the Regulations Governing Confidentiality for Pretrial Services Offices, a copy of which is attached hereto; and is not to be disclosed, except per said Regulations, to any parties, individuals, or organizations, other than the Pretrial Services Office and the District Court. \_\_\_\_\_ further agrees that it will not identify, directly or indirectly, any individual Pretrial Services Office subject(s) in any report of research, evaluation, periodic audits or studies, or in any articles for publication of any kind, or in any verbal disclosures, except in reports required by and/or to the referring Pretrial Services Office and/or the Federal District Court.

It is understood and agreed that the Pretrial Services Office will be notified promptly by \_\_\_\_\_ of any subpoena or other request for information that pertains to Pretrial Services Office information. Upon a breach of this Non-Disclosure Agreement, the Pretrial Services Office is entitled to terminate the contract relationship with \_\_\_\_\_, or to take whatever lesser steps are necessary to prevent further breaches of this Agreement.

\_\_\_\_\_

**DATE**

\_\_\_\_\_ **DATE**

\_\_\_\_\_  
**PRETRIAL SERVICES OFFICER  
(WITNESS)**

**UNITED STATES PROBATION SYSTEM  
AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION  
DRUG 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 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)



ADMINISTRATIVE OFFICE OF THE UNITED STATES COURTS  
TREATMENT SERVICES INVOICE

(PART A)

|  |   |
|--|---|
| <p>1. Judicial District _____</p> <p>2. Vendor _____</p> <p style="padding-left: 20px;">a. Address _____</p> <p style="padding-left: 20px;">_____</p> <p style="padding-left: 20px;">_____</p> <p style="padding-left: 20px;">b. Telephone _____</p> <p style="padding-left: 20px;">_____</p> <p style="padding-left: 20px;">_____</p> | <p>3. P.O./B.P.A. # _____</p> <p>4. Service Delivery <u>FROM</u> _____ <u>TO</u> _____</p> <p>5. Total # Individuals Served _____</p> |
|--|---|

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. <u>PROJECT CODE</u> | 7. <u>QUANTITY</u> | 8. <u>UNIT PRICE</u> | 9. <u>TOTAL PRICE</u> |
|------------------------|--------------------|----------------------|-----------------------|
|                        |                    |                      |                       |

ADMINISTRATIVE OFFICE OF THE UNITED STATES COURTS  
TREATMENT SERVICES INVOICE

(PART B)

Subtotal all costs for each client listed below:

| 1. CLIENT<br>NAME | 2. CLIENT<br>NUMBER | 3. DATES OF<br>SERVICE | 4. SERVICE<br>RENDERED | 5. QUANTITY<br>(UNITS) | 6. UNIT<br>PRICE | 7. COST |
|-------------------|---------------------|------------------------|------------------------|------------------------|------------------|---------|
|                   |                     |                        |                        |                        |                  |         |





**NOTICE OF INTENTION TO MAKE  
A SERVICE CONTRACT AND RESPONSE TO NOTICE**  
*(See Instructions on Reverse)*

A. NOTICE NO.

**A**

**MAIL TO:**

Administrator  
Wage and Hour Division  
U.S. Department of Labor  
Washington, D.C. 20210

2. Estimated solicitation date *(use numerals)*

|       |     |      |
|-------|-----|------|
| Month | Day | Year |
|-------|-----|------|

3. Estimated date bids or proposals to be opened or negotiations begun *(use numerals)*

|       |     |      |
|-------|-----|------|
| Month | Day | Year |
|-------|-----|------|

4. Date contract performance to begin *(use numerals)*

|       |     |      |
|-------|-----|------|
| Month | Day | Year |
|-------|-----|------|

5. PLACE(S) OF PERFORMANCE

6. SERVICES TO BE PERFORMED *(describe)*

7. INFORMATION ABOUT PERFORMANCE

- A.  Services now performed by a contractor  
B.  Services now performed by Federal employees  
C.  Services not presently being performed

8. IF BOX A IN ITEM 7 IS MARKED, COMPLETE ITEM 8 AS APPLICABLE

a. Name and address of incumbent contractor

b. Number(s) of any wage determination(s) in incumbent's contract

c. Name(s) of union(s) if services are being performed under collective bargaining agreement(s). *Important:* Attach copies of current applicable collective bargaining agreements

**RESPONSE TO NOTICE**  
*(by Department of Labor)*

- A.  The attached wage determination(s) listed below apply to procurement.  
\_\_\_\_\_  
\_\_\_\_\_
- B.  As of this date, no wage determination applicable to the specified locality and classes of employees is in effect.
- C.  From information supplied, the Service Contract Act does not apply *(see attached explanation)*.
- D.  Notice returned for additional information *(see attached explanation)*.

9. OFFICIAL SUBMITTING NOTICE

|                    |               |
|--------------------|---------------|
| SIGNED:            | DATE          |
| TYPE OR PRINT NAME | TELEPHONE NO. |

10. TYPE OR PRINT NAME AND TITLE OF PERSON TO WHOM RESPONSE IS TO BE SENT AND NAME AND ADDRESS OF DEPARTMENT OR AGENCY, BUREAU, DIVISION, ETC.

**Signed:** \_\_\_\_\_  
*(U.S. Department of Labor)*  
\_\_\_\_\_  
*(Date)*

## GENERAL EXPLANATION

The amended Service Contract Act requires the Secretary of Labor to issue wage determinations applicable to employees engaged in the performance of service contracts in excess of \$2,500. Standard Form 98, Notice of Intention to Make a Service Contract, with Attachment A, provides an orderly procedure for a contracting agency to request such a wage determination and for the Department of Labor to respond. Any questions as to whether a notice is required in a particular procurement situation should be resolved by reference to Title 29, Part 4, Code of Federal Regulations, or by submission of the question to the Department of Labor.

Under normal circumstances the Department of Labor will respond to a notice within 30 days of receipt. If there is urgent need for more expeditious handling, this should be explained when the notice is submitted. In the event the necessary response is not received by the contracting agency on a timely basis, the Department of Labor should be contacted.

In any case where section 4(c) of the Act requires adherence to compensation provisions of a collective bargaining agreement applicable under a predecessor contract and the agency desires to request a hearing on the issue of substantial variance between the wages and fringe benefits provided under such agreement and those prevailing in the locality, the request should be submitted with the notice of intent, in accordance with the provisions of 29 CFR 4.10, and sufficiently far in advance of the need for the wage determination to allow time for appropriate action as provided in that section of the regulations.

The notice is divided along functional lines: (1) that part which must be completed by the contracting agency, Items 2 through 10 of the basic form and Items 11 through 14 of the attachment; and (2) the Response to Notice to be completed by the Department of Labor. The basic form and its attachment are provided in quadruplicate sets with carbon copies. The original and two copies of the basic form and one copy of each set of attachments used (with snail mail carbons removed and the forms fastened together) are to be sent to the address printed on the basic form. One copy of the basic form and one copy of the attachment should be retained by the contracting agency.

### INSTRUCTIONS- AGENCY PORTION OF NOTICE

#### *Entries on Basic Form*

**Item 1**--This number is preprinted on the basic form for identification and control purposes. Refer to this number when contacting the Department of Labor about the notice.

**Item 2**--Enter the estimated solicitation date.

**Item 3**--Enter the date the bids or proposals are expected to be opened or the negotiations started.

**Item 4**--Enter the date contract performance is expected to begin.

**Item 5**--The entry as to place of performance depends on a variety of factors. If the place of performance is fixed, as with a contract for janitorial services at a particular installation, enter the appropriate city, county and State. If performance is to be at several known places, attach a list. If the contract is for transportation services between points, enter the city, county and State of origin and of destination. If the place of performance may be anywhere, depending on who is awarded the contract (as, for example, certain laundry contracts), enter "unknown." If necessary for clarity, attach a brief explanation of the entry in Item 5.

**Item 6**--Describe the services to be performed in such a manner that it will be clear what type or types of services are called for by the contract. In many instances simple entries will suffice: "Janitorial services at Headquarters Building, Fort Sill," "Food service and kitchen police service at Enlisted Mess, Camp A.P. Hill," "Laundry and drycleaning services for Base Hospital, Eglin AFB," "Garbage collection at Ft. Hood." Unusual types of services must be described in more detail.

**Item 7**--Mark the appropriate box.

**Item 8**--It is very important under the amended Service Contract Act that appropriate entries be made in Item 8 if Box A of Item 7 has been marked.

- Enter the name and address of the incumbent contractor.
- Enter the number(s) of any wage determination(s) made part of the incumbent's contract. For example: 71-69 (Rev. 3) and 69-43 (Rev. 4).
- Enter the name(s) of union(s) if any of the services are being performed by the incumbent contractor under collective bargaining agreement(s). If an entry is required in c., a copy of all current applicable collective bargaining agreements must be furnished with the notice. The notice will be returned without action by the Department of Labor if this is not done.

**Item 9**--It is often necessary for the Department of Labor to get in touch with the contracting official who submitted the notice in order to clarify particular points and expedite a response. The name of this official should be printed or typed in the space provided and he should sign his name above. The telephone number, including area code, should be entered. Enter the date the notice is submitted.

**Item 10**--Print or type this entry in the space provided within the brackets. This is used by the Department of Labor to identify the contracting agency and for mailing purposes.

### ENTRIES ON ATTACHMENT A

**Item 11**--Enter the notice number found in Item 1 of the basic form.

**Item 12**--Enter the classes of service employees to be employed in performing the contract. A simple entry may suffice: "Janitor," "Window cleaner," "Automotive mechanic," "Guard," "Stenographer," "Typist," "Warehouseman," "File clerk." Where more complex jobs are involved, it will expedite handling to use a few lines below the entry for a class to describe briefly what the employee will do--a sort of capsule job description. The entries in Item 12 are crucial as they enable the Department of Labor to "match" the job to be performed against existing wage determinations or available wage payment data.

**Item 13**--Enter the number of employees to be employed in each class listed in Item 12. Do not omit this figure even though it may be necessary to use a rough estimate.

**Item 14**--The amended Service Contract Act (section 2(a)(5)) requires the contracting agency to include in the contract; "A statement of the rates that would be paid by the Federal agency to the various classes of service employees if section 5341 of Title 5, United States Code, were applicable to them." The Secretary of Labor is required to give "due consideration" to such rates in making wage and fringe benefit determinations.

For purposes of the entries in Item 14, assume that each class of employees listed in Item 12 is to be Federally employed; that is, to be employed directly as "wage board"

"collar" employees by the contracting agency and who, if so employed, would receive wages as provided in 5 United States Code 5341. Enter the hourly wage rate that each such class would be paid. The agency's personnel may be of help in determining the appropriate hourly rate entries.

While the "statement" made part of the contract must include both the hourly wage and fringe benefits that would be paid the various classes, it is not necessary to furnish fringe benefit information as part of the notice. In giving "due consideration" to the fringe benefits that would be paid, the Department of Labor will consult the formula previously made available to all contracting agencies for use in preparing the "statement" required to be made part of the contract.

### INSTRUCTIONS- RESPONSE PORTION OF NOTICE

#### *(Completed by Department of Labor)*

The original copy of the basic form and the original copy of the attachment will be returned to the contracting agency with appropriate entries by the Department of Labor in that portion of the basic form reserved for Response to Notice.

- If this box is marked, the wage determination(s) applicable will be listed by number and attached. The wage rates and fringe benefits reflected in the attached wage determination(s) are applicable to the procurement and must be made part of the contract. (If wage rates and fringe benefits are not provided in the wage determination(s) for particular classes of service employees to be employed on the contract, conforming action must be taken as provided in Title 29, Part 4, section 4.6(b)(2), Code of Federal Regulations.)
- If this box is marked, no wage determination applicable to the specified locality and classes of employees is in effect. However, successor contractors may not pay less than the collectively bargained wage rates and fringe benefits, including any prospective increases, applicable to employees of the predecessor contractor except where, upon a hearing, it is found that such wage rates and fringe benefits are substantially at variance with those that prevail in the locality. In no case may an employee be paid less than the minimum wage under section 6(a)(1) of the Fair Labor Standards Act.
- From time to time the Department of Labor receives a notice with respect to a proposed contract which, on the basis of the information supplied by the contracting agency, is not subject to the Service Contract Act. If box C is marked, an explanation will be attached.
- This box will be marked if the notice must be returned for additional information. An explanation will be attached so that the contracting agency will know what action to take.

### ADDITIONAL WAGE DATA

The Department of Labor welcomes any wage rate and fringe benefits data the contracting agency may submit in connection with a notice, as well as any explanatory information that will assist in understanding the proposed procurement.

**NOTICE OF INTENTION TO MAKE  
A SERVICE CONTRACT AND RESPONSE TO NOTICE**  
*(See Instructions on Reverse)*

A. NOTICE NO.

**A**

**MAIL TO:**

Administrator  
Wage and Hour Division  
U.S. Department of Labor  
Washington, D.C. 20210

2. Estimated solicitation date *(use numerals)*

|       |     |      |
|-------|-----|------|
| Month | Day | Year |
|-------|-----|------|

3. Estimated date bids or proposals to be opened or negotiations begun *(use numerals)*

|       |     |      |
|-------|-----|------|
| Month | Day | Year |
|-------|-----|------|

4. Date contract performance to begin *(use numerals)*

|       |     |      |
|-------|-----|------|
| Month | Day | Year |
|-------|-----|------|

5. PLACE(S) OF PERFORMANCE

6. SERVICES TO BE PERFORMED *(describe)*

7. INFORMATION ABOUT PERFORMANCE

- A.  Services now performed by a contractor  
 B.  Services now performed by Federal employees  
 C.  Services now presently being performed

8. IF BOX A IN ITEM 7 IS MARKED, COMPLETE ITEM 8 AS APPLICABLE

a. Name and address of incumbent contractor

b. Number(s) of any wage determination(s) in incumbent's contract

c. Name(s) of union(s) if services are being performed under collective bargaining agreement(s). *Important:* Attach copies of current applicable collective bargaining agreements

**RESPONSE TO NOTICE**  
*(by Department of Labor)*

- A.  The attached wage determination(s) listed below apply to procurement.  
 \_\_\_\_\_  
 \_\_\_\_\_
- B.  As of this date, no wage determination applicable to the specified locality and classes of employees is in effect.
- C.  From information supplied, the Service Contract Act does not apply *(see attached explanation)*.
- D.  Notice returned for additional information *(see attached explanation)*.

9. OFFICIAL SUBMITTING NOTICE

|                    |               |
|--------------------|---------------|
| SIGNED:            | DATE          |
| TYPE OR PRINT NAME | TELEPHONE NO. |

10. TYPE OR PRINT NAME AND TITLE OF PERSON TO WHOM RESPONSE IS TO BE SENT AND NAME AND ADDRESS OF DEPARTMENT OR AGENCY, BUREAU, DIVISION, ETC.

**Signed:** \_\_\_\_\_  
*(U.S. Department of Labor)*  
 \_\_\_\_\_  
*(Date)*

SAMPLE ONLY

## GENERAL EXPLANATION

The amended Service Contract Act requires the Secretary of Labor to issue wage determinations applicable to employees engaged in the performance of service contracts in excess of \$2,500. Standard Form 98, Notice of Intention to Make a Service Contract, with Attachment A, provides an orderly procedure for a contracting agency to request such a wage determination and for the Department of Labor to respond. Any questions as to whether a notice is required in a particular procurement situation should be resolved by reference to Title 29, Part 4, Code of Federal Regulations, or by submission of the question to the Department of Labor.

Under normal circumstances the Department of Labor will respond to a notice within 30 days of receipt. If there is urgent need for more expeditious handling, this should be explained when the notice is submitted. In the event the necessary response is not received by the contracting agency on a timely basis, the Department of Labor should be contacted.

In any case where section 4(c) of the Act requires adherence to compensation provisions of a collective bargaining agreement applicable under a predecessor contract and the agency desires to request a hearing on the issue of substantial variance between the wages and fringe benefits provided under such agreement and those prevailing in the locality, the request should be submitted with the notice of intent, in accordance with the provisions of 29 CFR 4.10, and sufficiently far in advance of the need for the wage determination to allow time for appropriate action as provided in that section of the regulations.

The notice is divided along functional lines: (1) that part which must be completed by the contracting agency, Items 2 through 10 of the basic form and Items 11 through 14 of the attachment; and (2) the Response to Notice to be completed by the Department of Labor. The basic form and its attachment are provided in quadruplicate sets with carbon copies. The original and two copies of the basic form and one copy of each set of attachments used (with snail mail carbons removed and the forms fastened together) are to be sent to the address printed on the basic form. One copy of the basic form and one copy of the attachment should be retained by the agency.

### INSTRUCTIONS- AGENCY PORTION OF NOTICE

#### *Entries on Basic Form*

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**Item 4**--Enter the date contract performance is expected to begin.

**Item 5**--The entry as to place of performance depends on a variety of factors. If the place of performance is fixed, as with a contract for janitorial services at a particular installation, enter the appropriate city, county and State. If performance is to be at several known places, attach a list. If the contract is for transportation services between points, enter the city, county and State of origin and of destination. If the place of performance may be anywhere, depending on who is awarded the contract (as, for example, certain laundry contracts), enter "unknown." If necessary for clarity, attach a brief explanation of the entry in Item 5.

**Item 6**--Describe the services to be performed in such a manner that it will be clear what type or types of services are called for by the contract. In many instances simple entries will suffice: "Janitorial services at Headquarters Building, Fort Sill," "Food service and kitchen police service at Enlisted Mess, Camp A.P. Hill," "Laundry and drycleaning services for Base Hospital, Eglin AFB," "Garbage collection at Ft. Hood." Unusual types of services must be described in more detail.

**Item 7**--Mark the appropriate box.

**Item 8**--It is very important under the amended Service Contract Act that appropriate entries be made in Item 8 if Box A of Item 7 has been marked.

- Enter the name and address of the incumbent contractor.
- Enter the number(s) of any wage determination(s) made part of the incumbent's contract. For example: 71-69 (Rev. 3) and 69-43 (Rev. 4).
- Enter the name(s) of union(s) if any of the services are being performed by the incumbent contractor under collective bargaining agreement(s). If an entry is required in c., a copy of all current applicable collective bargaining agreements must be furnished with the notice. The notice will be returned without action by the Department of Labor if this is not done.

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### ENTRIES ON ATTACHMENT A

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**Item 12**--Enter the classes of service employees to be employed in performing the contract. A simple entry may suffice: "Janitor," "Window cleaner," "Automotive mechanic," "Guard," "Stenographer," "Typist," "Warehouseman," "File clerk." Where more complex jobs are involved, it will expedite handling to use a few lines below the entry for a class to describe briefly what the employee will do--a sort of capsule job description. The entries in Item 12 are crucial as they enable the Department of Labor to "match" the job to be performed against existing wage determinations or available wage payment data.

**Item 13**--Enter the number of employees to be employed in each class listed in Item 12. Do not omit this figure even though it may be necessary to use a rough estimate.

**Item 14**--The amended Service Contract Act (section 2(a)(5)) requires the contracting agency to include in the contract; "A statement of the rates that would be paid by the Federal agency to the various classes of service employees if section 5341 of Title 5, United States Code, were applicable to them." The Secretary of Labor is required to give "due consideration" to such rates in making wage and fringe benefit determinations.

For purposes of the entries in Item 14, assume that each class of employees listed in Item 12 is to be Federally employed; that is, to be employed directly as "wage board"

"collar" employees by the contracting agency and who, if so employed, would receive wages as provided in 5 United States Code 5341. Enter the hourly wage rate that each such class would be paid. The agency's personnel may be of help in determining the appropriate hourly rate entries.

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### INSTRUCTIONS- RESPONSE PORTION OF NOTICE

#### *(Completed by Department of Labor)*

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- From time to time the Department of Labor receives a notice with respect to a proposed contract which, on the basis of the information supplied by the contracting agency, is not subject to the Service Contract Act. If box C is marked, an explanation will be attached.
- This box will be marked if the notice must be returned for additional information. An explanation will be attached so that the contracting agency will know what action to take.

### ADDITIONAL WAGE DATA

The Department of Labor welcomes any wage rate and fringe benefits data the contracting agency may submit in connection with a notice, as well as any explanatory information that will assist in understanding the proposed procurement.

**NOTICE OF INTENTION TO MAKE  
A SERVICE CONTRACT AND RESPONSE TO NOTICE**  
*(See Instructions on Reverse)*

A. NOTICE NO.

**A**

**MAIL TO:**

Administrator  
Wage and Hour Division  
U.S. Department of Labor  
Washington, D.C. 20210

2. Estimated solicitation date *(use numerals)*

|       |     |      |
|-------|-----|------|
| Month | Day | Year |
|-------|-----|------|

3. Estimated date bids or proposals to be opened or negotiations begun *(use numerals)*

|       |     |      |
|-------|-----|------|
| Month | Day | Year |
|-------|-----|------|

4. Date contract performance to begin *(use numerals)*

|       |     |      |
|-------|-----|------|
| Month | Day | Year |
|-------|-----|------|

5. PLACE(S) OF PERFORMANCE

6. SERVICES TO BE PERFORMED *(describe)*

7. INFORMATION ABOUT PERFORMANCE

- A.  Services now performed by a contractor  
B.  Services now performed by Federal employees  
C.  Services not presently being performed

8. IF BOX A IN ITEM 7 IS MARKED, COMPLETE ITEM 8 AS APPLICABLE

a. Name and address of incumbent contractor

b. Number(s) of any wage determination(s) in incumbent's contract

c. Name(s) of union(s) if services are being performed under collective bargaining agreement(s). *Important:* Attach copies of current applicable collective bargaining agreements

**RESPONSE TO NOTICE**  
*(by Department of Labor)*

- A.  The attached wage determination(s) listed below apply to procurement.  
\_\_\_\_\_  
\_\_\_\_\_
- B.  As of this date, no wage determination applicable to the specified locality and classes of employees is in effect.
- C.  From information supplied, the Service Contract Act does not apply *(see attached explanation)*.
- D.  Notice returned for additional information *(see attached explanation)*.

9. OFFICIAL SUBMITTING NOTICE

|                    |               |
|--------------------|---------------|
| SIGNED:            | DATE          |
| TYPE OR PRINT NAME | TELEPHONE NO. |

10. TYPE OR PRINT NAME AND TITLE OF PERSON TO WHOM RESPONSE IS TO BE SENT AND NAME AND ADDRESS OF DEPARTMENT OR AGENCY, BUREAU, DIVISION, ETC.

**Signed:** \_\_\_\_\_  
*(U.S. Department of Labor)*  
\_\_\_\_\_  
*(Date)*

## GENERAL EXPLANATION

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In any case where section 4(c) of the Act requires adherence to compensation provisions of a collective bargaining agreement applicable under a predecessor contract and the agency desires to request a hearing on the issue of substantial variance between the wages and fringe benefits provided under such agreement and those prevailing in the locality, the request should be submitted with the notice of intent, in accordance with the provisions of 29 CFR 4.10, and sufficiently far in advance of the need for the wage determination to allow time for appropriate action as provided in that section of the regulations.

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**Item 5**--The entry as to place of performance depends on a variety of factors. If the place of performance is fixed, as with a contract for janitorial services at a particular installation, enter the appropriate city, county and State. If performance is to be at several known places, attach a list. If the contract is for transportation services between points, enter the city, county and State of origin and of destination. If the place of performance may be anywhere, depending on who is awarded the contract (as, for example, certain laundry contracts), enter "unknown." If necessary for clarity, attach a brief explanation of the entry in Item 5.

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**Item 7**--Mark the appropriate box.

**Item 8**--It is very important under the amended Service Contract Act that appropriate entries be made in Item 8 if Box A of Item 7 has been marked.

- Enter the name and address of the incumbent contractor.
- Enter the number(s) of any wage determination(s) made part of the incumbent's contract. For example: 71-69 (Rev. 3) and 69-43 (Rev. 4).
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"collar" employees by the contracting agency and who, if so employed, would receive wages as provided in 5 United States Code 5341. Enter the hourly wage rate that each such class would be paid. The agency's personnel may be of help in determining the appropriate hourly rate entries.

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### INSTRUCTIONS- RESPONSE PORTION OF NOTICE

#### *(Completed by Department of Labor)*

The original copy of the basic form and the original copy of the attachment will be returned to the contracting agency with appropriate entries by the Department of Labor in that portion of the basic form reserved for Response to Notice.

- If this box is marked, the wage determination(s) applicable will be listed by number and attached. The wage rates and fringe benefits reflected in the attached wage determination(s) are applicable to the procurement and must be made part of the contract. (If wage rates and fringe benefits are not provided in the wage determination(s) for particular classes of service employees to be employed on the contract, conforming action must be taken as provided in Title 29, Part 4, section 4.6(b)(2), Code of Federal Regulations.)
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- This box will be marked if the notice must be returned for additional information. An explanation will be attached so that the contracting agency will know what action to take.

### ADDITIONAL WAGE DATA

The Department of Labor welcomes any wage rate and fringe benefits data the contracting agency may submit in connection with a notice, as well as any explanatory information that will assist in understanding the proposed procurement.

**NOTICE OF INTENTION TO MAKE  
A SERVICE CONTRACT AND RESPONSE TO NOTICE**  
*(See Instructions on Reverse)*

A. NOTICE NO.

**A**

**MAIL TO:**

Administrator  
Wage and Hour Division  
U.S. Department of Labor  
Washington, D.C. 20210

2. Estimated solicitation date *(use numerals)*

|       |     |      |
|-------|-----|------|
| Month | Day | Year |
|-------|-----|------|

3. Estimated date bids or proposals to be opened or negotiations begun *(use numerals)*

|       |     |      |
|-------|-----|------|
| Month | Day | Year |
|-------|-----|------|

4. Date contract performance to begin *(use numerals)*

|       |     |      |
|-------|-----|------|
| Month | Day | Year |
|-------|-----|------|

5. PLACE(S) OF PERFORMANCE

6. SERVICES TO BE PERFORMED *(describe)*

7. INFORMATION ABOUT PERFORMANCE

- A.  Services now performed by a contractor  
 B.  Services now performed by Federal employees  
 C.  Services not presently being performed

8. IF BOX A IN ITEM 7 IS MARKED, COMPLETE ITEM 8 AS APPLICABLE

a. Name and address of incumbent contractor

b. Number(s) of any wage determination(s) in incumbent's contract

c. Name(s) of union(s) if services are being performed under collective bargaining agreement(s). *Important:* Attach copies of current applicable collective bargaining agreements

**RESPONSE TO NOTICE**  
*(by Department of Labor)*

A.  The attached wage determination(s) listed below apply to procurement.

B.  As of this date, no wage determination applicable to the specified locality and classes of employees is in effect.

C.  From information supplied, the Service Contract Act does not apply *(see attached explanation)*.

D.  Notice returned for additional information *(see attached explanation)*.

9. OFFICIAL SUBMITTING NOTICE

SIGNED:

DATE

TYPE OR PRINT NAME

TELEPHONE NO.

10. TYPE OR PRINT NAME AND TITLE OF PERSON TO WHOM RESPONSE IS TO BE SENT AND NAME AND ADDRESS OF DEPARTMENT OR AGENCY, BUREAU, DIVISION, ETC.

**Signed:**

*(U.S. Department of Labor)*

*(Date)*

## GENERAL EXPLANATION

The amended Service Contract Act requires the Secretary of Labor to issue wage determinations applicable to employees engaged in the performance of service contracts in excess of \$2,500. Standard Form 98, Notice of Intention to Make a Service Contract, with Attachment A, provides an orderly procedure for a contracting agency to request such a wage determination and for the Department of Labor to respond. Any questions as to whether a notice is required in a particular procurement situation should be resolved by reference to Title 29, Part 4, Code of Federal Regulations, or by submission of the question to the Department of Labor.

Under normal circumstances the Department of Labor will respond to a notice within 30 days of receipt. If there is urgent need for more expeditious handling, this should be explained when the notice is submitted. In the event the necessary response is not received by the contracting agency on a timely basis, the Department of Labor should be contacted.

In any case where section 4(c) of the Act requires adherence to compensation provisions of a collective bargaining agreement applicable under a predecessor contract and the agency desires to request a hearing on the issue of substantial variance between the wages and fringe benefits provided under such agreement and those prevailing in the locality, the request should be submitted with the notice of intent, in accordance with the provisions of 29 CFR 4.10, and sufficiently far in advance of the need for the wage determination to allow time for appropriate action as provided in that section of the regulations.

The notice is divided along functional lines: (1) that part which must be completed by the contracting agency, Items 2 through 10 of the basic form and Items 11 through 14 of the attachment; and (2) the Response to Notice to be completed by the Department of Labor. The basic form and its attachment are provided in quadruplicate sets with carbon copies. The original and two copies of the basic form and one copy of each set of attachments used (with snappers, carbons removed and the forms fastened together) are to be sent to the address printed on the basic form. One copy of the basic form and one copy of the attachment should be retained by the agency.

### INSTRUCTIONS- AGENCY PORTION OF NOTICE

#### *Entries on Basic Form*

**Item 1**--This number is preprinted on the basic form for identification and control purposes. Refer to this number when contacting the Department of Labor about the notice.

**Item 2**--Enter the estimated solicitation date.

**Item 3**--Enter the date the bids or proposals are expected to be opened or the negotiations started.

**Item 4**--Enter the date contract performance is expected to begin.

**Item 5**--The entry as to place of performance depends on a variety of factors. If the place of performance is fixed, as with a contract for janitorial services at a particular installation, enter the appropriate city, county and State. If performance is to be at several known places, attach a list. If the contract is for transportation services between points, enter the city, county and State of origin and of destination. If the place of performance may be anywhere, depending on who is awarded the contract (as, for example, certain laundry contracts), enter "unknown." If necessary for clarity, attach a brief explanation of the entry in Item 5.

**Item 6**--Describe the services to be performed in such a manner that it will be clear what type or types of services are called for by the contract. In many instances simple entries will suffice: "Janitorial services at Headquarters Building, Fort Sill," "Food service and kitchen police service at Enlisted Mess, Camp A.P. Hill," "Laundry and drycleaning services for Base Hospital, Eglin AFB," "Garbage collection at Ft. Hood." Unusual types of services must be described in more detail.

**Item 7**--Mark the appropriate box.

**Item 8**--It is very important under the amended Service Contract Act that appropriate entries be made in Item 8 if Box A of Item 7 has been marked.

- Enter the name and address of the incumbent contractor.
- Enter the number(s) of any wage determination(s) made part of the incumbent's contract. For example: 71-69 (Rev. 3) and 69-43 (Rev. 4).
- Enter the name(s) of union(s) if any of the services are being performed by the incumbent contractor under collective bargaining agreement(s). If an entry is required in c., a copy of all current applicable collective bargaining agreements must be furnished with the notice. The notice will be returned without action by the Department of Labor if this is not done.

**Item 9**--It is often necessary for the Department of Labor to get in touch with the contracting official who submitted the notice in order to clarify particular points and expedite a response. The name of this official should be printed or typed in the space provided and he should sign his name above. The telephone number, including area code, should be entered. Enter the date the notice is submitted.

**Item 10**--Print or type this entry in the space provided within the brackets. This is used by the Department of Labor to identify the contracting agency and for mailing purposes.

### ENTRIES ON ATTACHMENT A

**Item 11**--Enter the notice number found in Item 1 of the basic form.

**Item 12**--Enter the classes of service employees to be employed in performing the contract. A simple entry may suffice: "Janitor," "Window cleaner," "Automotive mechanic," "Guard," "Stenographer," "Typist," "Warehouseman," "File clerk." Where more complex jobs are involved, it will expedite handling to use a few lines below the entry for a class to describe briefly what the employee will do--a sort of capsule job description. The entries in Item 12 are crucial as they enable the Department of Labor to "match" the job to be performed against existing wage determinations or available wage payment data.

**Item 13**--Enter the number of employees to be employed in each class listed in Item 12. Do not omit this figure even though it may be necessary to use a rough estimate.

**Item 14**--The amended Service Contract Act (section 2(a)(5)) requires the contracting agency to include in the contract; "A statement of the rates that would be paid by the Federal agency to the various classes of service employees if section 5341 of Title 5, United States Code, were applicable to them." The Secretary of Labor is required to give "due consideration" to such rates in making wage and fringe benefit determinations.

For purposes of the entries in Item 14, assume that each class of employees listed in Item 12 is to be Federally employed; that is, to be employed directly as "wage board"

"collar" employees by the contracting agency and who, if so employed, would receive wages as provided in 5 United States Code 5341. Enter the hourly wage rate that each such class would be paid. The agency's personnel may be of help in determining the appropriate hourly rate entries.

While the "statement" made part of the contract must include both the hourly wage and fringe benefits that would be paid the various classes, it is not necessary to furnish fringe benefit information as part of the notice. In giving "due consideration" to the fringe benefits that would be paid, the Department of Labor will consult the formula previously made available to all contracting agencies for use in preparing the "statement" required to be made part of the contract.

### INSTRUCTIONS- RESPONSE PORTION OF NOTICE

#### *(Completed by Department of Labor)*

The original copy of the basic form and the original copy of the attachment will be returned to the contracting agency with appropriate entries by the Department of Labor in that portion of the basic form reserved for Response to Notice.

- If this box is marked, the wage determination(s) applicable will be listed by number and attached. The wage rates and fringe benefits reflected in the attached wage determination(s) are applicable to the procurement and must be made part of the contract. (If wage rates and fringe benefits are not provided in the wage determination(s) for particular classes of service employees to be employed on the contract, conforming action must be taken as provided in Title 29, Part 4, section 4.6(b)(2), Code of Federal Regulations.)
- If this box is marked, no wage determination applicable to the specified locality and classes of employees is in effect. However, successor contractors may not pay less than the collectively bargained wage rates and fringe benefits, including any prospective increases, applicable to employees of the predecessor contractor except where, upon a hearing, it is found that such wage rates and fringe benefits are substantially at variance with those that prevail in the locality. In no case may an employee be paid less than the minimum wage under section 6(a)(1) of the Fair Labor Standards Act.
- From time to time the Department of Labor receives a notice with respect to a proposed contract which, on the basis of the information supplied by the contracting agency, is not subject to the Service Contract Act. If box C is marked, an explanation will be attached.
- This box will be marked if the notice must be returned for additional information. An explanation will be attached so that the contracting agency will know what action to take.

### ADDITIONAL WAGE DATA

The Department of Labor welcomes any wage rate and fringe benefits data the contracting agency may submit in connection with a notice, as well as any explanatory information that will assist in understanding the proposed procurement.

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

**K.1 JP3 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**

*Include the following provision as prescribed in [§ 325.30.20\(b\) \(Written Solicitations\)](#) and [§ 330.10.30\(a\) \(Provisions and Clauses\)](#).*

**Taxpayer Identification and Other Offeror Information (APR 2011)**

(a) Definitions.

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

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

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

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

TIN has been applied for.

TIN is not required, because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the federal government.

(e) Type of Organization:

sole proprietorship;

partnership;

corporate entity (not tax-exempt);

corporate entity (tax-exempt);

government entity (federal, state or local);

foreign government;

international organization per [26 CFR 1.6049-4](#);

other

(f) Contractor representations.

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

Women Owned Business

Minority Owned Business (if selected then one sub-type is required)

Black American Owned

Hispanic American Owned

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

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

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

**A. Request for Proposals**

This Request for Proposal consists of Sections A through M.

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

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

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

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

**Section B - Submission of Prices**

(1)      **Services**

This solicitation covers only those service items for which the Government has inserted an "X" next to the Project Code in Section B. 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) **Teaming**

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

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

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

Services for which "No Show" factors may be added are:

Project codes:

**1010**

**1011**

**3060**

(4) **Estimated Monthly Quantity**

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

**Sections C, D, E, F, G, H, and I**

By incorporating the provisions set forth in Section C, D, E, F, G, H, and I of the solicitation document into the Proposal, the Offeror is agreeing to comply with these requirements and provisions.

**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.

**Section J - List of Documents, Exhibits, and Other Attachments**

The Offeror's Statements, Qualifications, and References contained in Attachment J.1(1) - J.1(4) of Section J of the solicitation document shall be completed and submitted as follows:

**Preparation of Narrative Statement - AOUSC 1997 (Attachment J.1(1))**

1. Each offeror shall prepare and submit as part of its offer a **NARRATIVE STATEMENT** (see Section J.1(1)) in which the offeror describes how it will provide the mandatory requirements stated in Sections C, E, F and G. It is imperative that this section be completed in such detail so as to determine the that the offeror has met the mandatory requirements. In the **NARRATIVE STATEMENT** the offeror shall:
  - a. describe, **service by service**, how the offeror will provide each of the services requested in Section B and described in Section C, including local services, of this document.
  - b. describe in such detail to determine that the offeror will comply with mandatory requirements of Sections E and F of this document.
  - c. describe the offeror's billing procedures and maintenance of fiscal records

in such detail to determine that the offeror has complied with the mandatory requirements of Section G of this solicitation document.

- d. identify and describe all emergency contact procedures for clients, e.g., crisis intervention, scheduling changes, and/or situations requiring immediate attention.
- e. describe the offeror's approach to providing services. This shall include a statement of the staff/resident ratio for each facility proposed under this RFP based on the layout(s) of the proposed facility(ies) and the estimated number of residents under supervision at each location.

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**Preparation of Background Statement - AOUSC 1988 (Attachment J.1(2))**

- 1. Each offeror shall prepare and submit as part of its offer a separate **BACKGROUND STATEMENT** (see Section J.1(2)) in which the offeror describes its experience in providing the requested contract services.
- 2. In the **BACKGROUND STATEMENT** the offeror shall:
  - a. provide copies of all monitoring reports for the previous 18 months from federal, state and local agencies. If a monitoring report for the previous 18 months is not available, a federal, state, and/or local certificate or letter indicating the vendor has a satisfactory or higher rating is acceptable. To be considered technically acceptable a vendor must have received ratings of satisfactory or higher
  - b. state expressly each location at which the offeror intends to provide services in response to this solicitation. Describe the physical facility(s) (interior and exterior) at which services will be provided. The description shall be in such detail to determine that the offeror has complied with the mandatory requirements of Section E of this solicitation document.
  - c. include copies of all state or local licenses including all building inspection reports for the preceding 18 months, and/or state certifications where appropriate.
  - d. include copies of compliance with all federal, state and local fire, safety and health codes.
- 3. By submitting the **BACKGROUND STATEMENT** the offeror warrants that all

information contained therein is correct and accurately reflects the offeror's ability to perform.

**Preparation of Staff Qualifications - (Attachment J.1(3))**

The offeror shall prepare and submit the **OFFEROR'S STAFF QUALIFICATION FORM** (see Section J.1(3)) for all staff performing services under any resultant contract, and identify therein any staff members that are under pretrial, probation, parole or supervised release supervision.

**Preparation of Offeror's References - (Attachment J.1(4))**

The offeror shall provide three references (Federal State, or local government agencies and/or private organizations), using form J.1(4), for whom the offeror has provided treatment and other services identified in this RFP within the past 3 years. Provide the name and address for each reference, as well as a contact person and phone number. The government reserves the right to contact any reference and consider the information provided as part of its responsibility determination.

**Resultant Agreement**

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**

*Include the following provision as prescribed in [§ 330.10.30\(t\) \(Provisions and Clauses\)](#).*

**Instructions to Offerors (APR 2011)**

(a) Definitions. As used in this provision:

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the contracting officer's discretion, result in the offeror being allowed to revise its offer.

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

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

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

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

(b) Amendments to Solicitations

If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, Modification, Revision, and Withdrawal of Offers

(1) Unless some other method (e.g., facsimile) is 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 email 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 email 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) there is acceptable evidence to establish that it was received at the judiciary office designated for receipt of offers prior to the time set for receipt; or
  - (2) 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 office includes the time/date stamp of that office on the offer wrapper, other documentary evidence of receipt maintained by the office, 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 the Provision 3-115, "Facsimile Offers." Offers

may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award.

- (4) Unless otherwise specified in the solicitation, offers on less than all items solicited will not be considered.
- (5) Offerors shall submit offers in response to this solicitation in English and in U.S. dollars.
- (6) Offerors may submit modifications to their offers at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised offers only if requested or allowed by the contracting officer.
- (8) Offers may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the contracting officer.

(d) Offer Expiration Date

Offers in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on Disclosure and Use of Data

Offerors that include in their offers data that they do not want disclosed to the public for any purpose, or used by the judiciary except for evaluation purposes, shall:

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

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

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

Use or disclosure of data contained on this sheet is subject to the restriction on the

title page of this offer.

(f) Contract Award

- (1)The judiciary intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2)The judiciary may reject any or all offers if such action is in the judiciary's interest.
- (3)The judiciary may waive informalities and minor irregularities in offers received.
- (4)The judiciary intends to evaluate offers and award a contract without discussions with offerors (except clarifications). Therefore, the offeror's initial offer shall contain the offeror's best terms from a cost 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 cost 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 costs, 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 cost 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 cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

- (10) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time specified in the offer shall result in a binding contract without further action by either party.
- (11) The judiciary may disclose the following information in postaward debriefings to other offerors:
- (i) the overall evaluated cost 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.

**Alternate I** (JAN 2003): *As prescribed in [§ 330.10.30\(t\)\(1\) \(Provisions and Clauses\)](#), substitute the following paragraph for paragraph (f)(4) of the basic provision if the judiciary intends to make award after discussions with offerors within the competitive range.*

- (f)(4) The judiciary intends to evaluate offers and award a contract after conducting discussions with offerors whose offers have been determined to be within the competitive range. 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. Therefore, the offeror's initial offer shall contain the offeror's best terms from a price and technical standpoint.

**Alternate II** (JAN 2003): *As prescribed in [§ 330.10.30\(t\)\(2\) \(Provisions and Clauses\)](#), add paragraph (c)(9) to the basic clause, if the judiciary would be willing to accept alternate offers.*

- (c)(9) Offerors may submit offers that depart from stated requirements. Such offers shall clearly identify why the acceptance of the offer would be advantageous to the judiciary. Any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the judiciary, shall be clearly identified and explicitly defined. The judiciary reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised offers based on the revised requirements.

**Alternate III** (SEP 2010): *As prescribed in [§ 330.10.30\(i\)\(3\) \(Provisions and Clauses\)](#), replace paragraph (c)(4) of the basic clause with the following, if the judiciary will consider offers that do not include all items solicited.*

(c)(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

## SECTION M - EVALUATION CRITERIA

### M.1. Basis for Award

Selection of a vendors with whom the U.S. Probation/Pretrial Services Office will establish BPA's will be based on technical acceptability and the lowest price to the Government. A vendor shall be determined to be technically acceptable if they can fulfill the mandatory requirements found in Sections C, E, F, and G of the Request for Proposals (RFP). 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 Section L of this solicitation document.
  
- b. An offeror shall be determined to be Technically Acceptable if they meet all the mandatory requirements found in Sections C, E, F and G of the RFP. All proposals shall be evaluated to ensure that all mandatory requirements set forth in Sections C, E, F and G of the RFP have been met. By submission of a proposal offeror accepts all the terms and conditions of the RFP.

Proposals that do not meet all the requirements of the RFP will receive no further consideration. 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 agreement 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 and will be so advised.

The review of the criteria shall be based on the Offeror's Technical Proposal, which contains the Offeror's Narrative Statement, Offeror's Background Statement, and the Offerors Staff Qualifications. Each of these statements shall contain the offeror's agreement to comply with the mandatory requirements.

#### **MINIMUM MANDATORY REQUIREMENTS:**

- |     |   |        |
|-----|---|--------|
| (a) | The Offeror provided a statement, service by service, of how the offeror will provide the mandatory requirements of Sections C, E, F, and G of the RFP which reflect an understanding of the services required. | YES/NO |
| (b) | Offeror meets the mandatory requirements of Section C including Local Services (if applicable).   | YES/NO |
| (c) | The Offeror has certified compliance with the mandatory requirements in Sections E, F and G.  | YES/NO |

#### **PAST PERFORMANCE**

- |     |   |        |
|-----|---|--------|
| (a) | Did the Offeror provide copies of all federal, state and local monitoring reports, letters, and/or federal, state, and local certificates for the previous 18 months? | YES/NO |
| (b) | Monitoring reports, letters, and/or certificates are rated at least "satisfactory" or "pass" regarding performance.   | YES/NO |
|     | If any Monitoring Reports were rated less than "satisfactory," deficiencies have been corrected prior to submission of the proposal.                                  | YES/NO |

**FACILITY(IES) AT WHICH SERVICES ARE PROVIDED:**

- |     |  |        |
|-----|--|--------|
| (a) | Offeror's facility at which services will be provided is located in catchment area | YES/NO |
| (b) | Offeror has current required state and/or local operating license(s)               | YES/NO |
| (c) | Offeror is in compliance with all applicable fire, safety, and health codes.       | YES/NO |
| (d) | Offeror's treatment facility(s) preserves confidentiality of defendant services    | YES/NO |
| (e) | Did the offeror identify and describe emergency contact procedures for clients?    | YES/NO |

**STAFF QUALIFICATIONS:**

- |     |  |        |
|-----|--|--------|
| (a) | Offeror meets all minimum staff requirements listed in Section C of the RFP.   | YES/NO |
| (b) | The Offeror's Staff Qualifications Statement reflected no staff member providing services under this Agreement are under pretrial, probation, parole, or supervised release supervision? | YES/NO |

### **ON-SITE VISITS**

On-site visits will be conducted for those offeror's whose proposals are determined technically acceptable based on the above stated criteria and meet the lowest price requirement. On-site visits will be conducted to verify the offeror's written proposal.

- |     |   |        |
|-----|---|--------|
| (a) | Offeror's facility meets requirements listed in Statement of Work | YES/NO |
| (b) | Services provided as presented in the Offeror's proposal.         | YES/NO |

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

The Government will determine total price for required services by using the following formula:

- (a) Determining Total Agreement 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 price for that service item. Yearly prices for services are totaled to arrive at Total Agreement Price for each offer.
- (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 costs or at a travel regulation rate are not considered in the cost comparison.
- (d) Service items not marked as required services will not be evaluated or considered.
- (e) Total Agreement Price shall be rank ordered to show the lowest price offered.

### **M.5. JP3 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 cost for some work and prices that are significantly overstated for other work

**M.6. JP3 Clause 3-70 Determination of Responsibility (JAN 2003)**

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