✎AO 367
(Rev. 6/11)

| SECTION A | SOLICITATION / OFFER / ACCEPTANCE |
|---|---|

| 1. Solicitation No. | 2. Date Issued | 3. Award No. |
|---|---|---|
| **0867-13-029** | **06/29/2012** | |

| 4. Issued By: | 5. Address Offer To (if other than Item 4): |
|---|---|
| **Terry Smedra**<br>**Contract Officer**<br>**United States District Court**<br>**111 South 18th Plaza, Suite 1152**<br>**Omaha, NE 68102** | |

## SOLICITATION

6. Offers in original and **3** copies for furnishing the required services listed in Section B will be received at the place specified in Item 5, or if handcarried, in the depository located:

**111 South 18th Plaza, Suite 1152**
**Omaha, NE 68102**

until **04:30 PM** *(hour)* local time **08/10/2012** *(date)*

| 7. For Information call: | |
|---|---|
| a. Name **Denise Ahl** | b. Telephone **(402) 437-1928** |

## TABLE OF CONTENTS

| (X) | SEC. | DESCRIPTION | PAGE(S) | (X) | SEC. | DESCRIPTION | PAGE(S) |
|---|---|---|---|---|---|---|---|
| PART I – THE SCHEDULE | | | | PART II – AGREEMENT CLAUSES | | | |
| X | A | SOLICITATION/OFFER/ACCEPTANCE | 1 | X | I | REQUIRED CLAUSES | 3 |
| X | B | SUPPLIES OR SERVICES AND PRICES/COSTS | 3 | PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH. | | | |
| X | C | DESCRIPTION/SPECS./WORK STATEMENT | 18 | X | J | LIST OF ATTACHMENTS | 17 |
| X | D | PACKAGING AND MARKING | 1 | PART IV – REPRESENTATIONS AND INSTRUCTIONS | | | |
| X | E | INSPECTION AND ACCEPTANCE | 1 | X | K | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OR OFFERORS | 2 |
| X | F | DELIVERIES OR PERFORMANCE | 1 | | | | |
| X | G | AGREEMENT ADMINISTRATION DATA | 4 | X | L | INSTRS., CONDS., AND NOTICES TO OFFERORS | 12 |
| X | H | SPECIAL AGREEMENT REQUIREMENTS | 4 | X | M | EVALUATION CRITERIA | 4 |

## OFFER

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

| 9. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52-232-8)* | 10 CALENDAR DAYS % | 20 CALENDAR DAYS % | 30 CALENDAR DAYS % | CALENDAR DAYS % |
|---|---|---|---|---|
| | | | | |

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

| 11. NAME AND ADDRESS OF OFFEROR | 16. ☐ AWARD<br>Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. |
|---|---|
| 12. Telephone No. (Include area code) | |
| 13. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)* | 17A. NAME OF CONTRACTING OFFICER |
| | 17B. UNITED STATES OF AMERICA<br>BY s/Terry Smedra *(Signature Of Contracting Officer)* |
| 14. Signature / 15. Offer Date | 17C. DATE SIGNED: June 29, 2012 |

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

The United States District Court for the District of Nebraska is soliciting a vendor to provide substance abuse and/or mental health treatment services. A Vendor must be capable of providing services within a geographic area encompassing Lancaster, Saline counties.

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

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

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

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

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

**PHYSIOLOGICAL MEASUREMENTS:**

| | PROJECT CODE | REQUIRED SERVICES | ESTIMATED MONTHLY QUANTITY | | UNIT PRICE |
|---|---|---|---|---|---|
| X | 5022 | Clinical Polygraph Examination and Report | **2013** | 1 | |
| | | | **2014** | 1 | |
| | | | **2015** | 1 | |
| | | | **Unit: per examination** | | |

| | PROJECT CODE | REQUIRED SERVICES | ESTIMATED MONTHLY QUANTITY | | UNIT PRICE |
|---|---|---|---|---|---|
| X | 5023 | Maintenance/ Monitoring Test | **2013** | 1 | |
| | | | **2014** | 1 | |
| | | | **2015** | 1 | |
| | | | **Unit: per test** | | |

**CONTRACTOR'S LOCAL TRAVEL:**

| | PROJECT CODE | REQUIRED SERVICES | ESTIMATED MONTHLY QUANTITY | | UNIT PRICE |
|---|---|---|---|---|---|
| X | 1401 | Contractor's Local Travel by Vehicle | **2013** | Unknown | JTR* |
| | | | **2014** | Unknown | |
| | | | **2015** | Unknown | |

| | PROJECT CODE | REQUIRED SERVICES | ESTIMATED MONTHLY QUANTITY | | UNIT PRICE |
|---|---|---|---|---|---|
| X | 1501 | Administrative Fee | **2013** | Unknown | 5% of fees collected by vendor |
| | | | **2014** | Unknown | |
| | | | **2015** | Unknown | |

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

# SECTION C. DESCRIPTION/STATEMENT OF WORK

## PROVISION OF SERVICES

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

## INTRODUCTION

A. Pursuant to the authority contained in 18 U.S.C. § 3154, and 3672, contracts or Blanket Purchase Agreements may be awarded to provide services for defendants/offenders who are drug-dependant, alcohol-dependant, and/or suffering from a psychiatric disorder. Such services may be provided to federal defendants/offenders supervised by the USPO/USPSO; pretrial clients supervised by the USPO/USPSO, under the terms of this agreement. The vendor shall submit separate invoices for services provided to the referring agency (USPO, USPSO, or Bureau of Prisons).

B. The services to be performed are indicated in Sections B and C. The vendor shall comply with all requirements and performance standards of this agreement.

C. The government will refer clients on an "as needed basis" and makes no representation or warranty that it will refer a specific number of clients to the vendor for services.

## DEFINITIONS

A. **"Offer"** means **"proposals"** in negotiation.

B. **"Solicitation"** means a request for proposals (RFP) or a request for quotations (RFQ) in negotiation.

C. **"Government"** means United States Government.

D. **"Director"** means the Director of the Administrative Office of the United States Courts (unless in the context of a particular section, the use of "Director" manifestly shows that the term was intended to refer to some other office for purposes of that section), and the term "his duty authorized representative" means any person or persons or board (other than the Contracting Officer) authorized in writing to act for the Director.

E. **"Authorized representative"** means any person, persons, or board (other than the contracting officer and Chief Probation Officer/Chief Pretrial Services Officer) authorized to act for the head of the agency.

F. **"Contracting Officer"** means the person designated by the Director or his duly authorized representative to execute this Agreement on the behalf of the Government, and any other successor Contracting Officer who has responsibility for this agreement. The term includes, except as otherwise provided in this Agreement, the authorized representative of a Contracting Officer acting within the limits of his written authority.

G. **"Client"** means any drug dependent pretrial releasee, probationer, parolee, mandatory releasee, mandatory parolee, or supervised releasee receiving drug/alcohol testing and/or treatment and/or mental health treatment while under the supervision of the Federal Probation System.

H. **"Probation Officer"** (i.e., USPO) means an individual appointed by the United States District Court to provide pretrial, presentence and supervision (pre and post sentence) services for the court. "Probation Officer" refers to the individual responsible for the direct supervision of a client receiving drug/alcohol testing and/or treatment and/or mental health treatment services.

I. **"Chief Probation Officer"** (i.e., CUSPO) means the individual appointed by the United States District Court to supervise the work of the court's probation staff. For the purpose of the contract, the "Chief Probation Officer" acts as the contract administrator on behalf of the Director of the Administrative Office of the United States Courts.

J. **"Pretrial Services Officer"** (i.e., USPSO) means the individual appointed by a United States District Court to provide pretrial release investigations, recommendations and supervision services for that court. "Pretrial Services Officer" refers to the individual responsible for the direct supervision of a client receiving drug/alcohol testing and/or treatment and/or mental health treatment services.

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

L. **"Designee"** means the person selected by the Chief Probation Officer or the Chief Pretrial Services Officer to act in his/her behalf in drug, alcohol, and mental health treatment matters.

M. **"Federal Bureau of Prisons"** The federal agency responsible for housing inmates in federal prisons, penitentiaries, correctional institutions and residential re-entry centers who have been sentenced by the federal courts.

N. **"Clarifications"** are limited exchanges, between the Government and offerors that may occur when award without discussions is contemplated. If award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of proposals or to resolve minor or clerical errors.

O. **"AOUSC"** - Administrative Office of the U.S. Courts.

P. **"USPO/USPSO"** -U.S. Probation Officer/U.S. Pretrial Services Officer.

Q. **"Probation Form 17"** - U.S. Probation Travel Log.

R. **"Probation Form 45"** - Treatment Services Program Plan.

S. **"Probation Form 46"** - Monthly Treatment Record.

T. **"NIDT"** - Non-Instrumented Drug Testing Device.

U. **"COTR"** - Contracting Officer Technical Representative.

V. **"Case Staffing Conference"** - A meeting between the Officer and the provider to discuss the needs and progress of the defendant/offender. The defendant/offender may or may not be present at the conference.

W. **"DSM"** - Diagnostic and Statistical Manual of Mental Disorders.

X. **"Co-payment"** - Any payment from an offender/defendant or third party reimbursement.

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

**MANDATORY REQUIREMENTS**

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

A. Defendant/Offender Reimbursement and Co-payment
B. Deliverables
C. Notifying USPO/USPSO of Defendant/Offender Behavior
D. Staff Requirements and Restrictions

E. Facility Requirements
F. Local Services (if applicable)

1. **Physiological Measurements**

For identification, treatment, and management of sexual abusers, the vendor shall provide the following services:

a. **Clinical Polygraph Examination and Report (5022)** is a diagnostic instrument and procedure which includes a report designed to assist in the treatment and supervision of defendants/offenders by detecting deception or verifying the truth of their statements. The two types of polygraph examinations that shall be administered to defendants/offenders under this code are:

(1) **Sexual History Disclosure Test:** examines a defendant's/offender's lifetime sexual history and it may be included as a part of sex offense-specific evaluation.

(2) **Instant Offense/Specific-Issue Disclosure Test:** examines a specific behavior, allegation or event.

b. **Maintenance/Monitoring Test (5023)** shall be employed to periodically investigate the defendant/offender's honesty with community supervision and compliance with supervision. Maintenance/monitoring polygraph examinations shall cover a wide variety of sexual behaviors and compliance issues that may be related to victim selection, grooming behaviors, deviancy activities or high risk behaviors. Maintenance/monitoring polygraph examinations shall prioritize the investigation and monitoring of the defendant/offender's involvement in any noncompliance, high-risk, and deviancy behaviors that may change over time and would signal an escalating risk level prior to re-offending.

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

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

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

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

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

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

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

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

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

(7) Polygraph examiners provide a typed report **within 10 calendar days** to the USPO/USPSO outlining findings and include the following information (if necessary to explain findings in any hearing or case evaluation conference): date and time of examination; beginning and ending times of examination; reason for examination; referring Officer; name of defendant/offender; case background (instant offense and

conviction); any pertinent information obtained outside the exam (collateral information if available); statement attesting to the defendant/offender's suitability for polygraph testing (medical, psychiatric, developmental); list of defendant/offender's medications; date of last post-conviction examination (if known); summary of pretest and post-test interviews, including disclosures or other relevant information provided by the offender; examination questions and answers; examination results; reasons for inability to complete exams (if applicable); and any additional information deemed relevant by the polygraph examiner (e.g., behavioral observations or verbal statements).

(8) Consent forms specific to the polygraph procedures shall be read, signed, and dated by the defendant/offender. If the defendant/offender refuses to sign the form(s) or submit to testing, the examiner shall contact the USPO/USPSO immediately, but no later than within 24 hours of refusal. In such a case, testing will be discontinued until further instructions are received from the USPO/USPSO.

(9) Polygraph examinations are subject to quality review. Polygraphers shall submit their complete records for independent quality review upon USPO/USPSO request.

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

(11) Examiners shall notify the USPO/USPSO immediately but no later than 24 hours if the defendant/offender fails to report for testing, conduct violating a condition of supervision occurs, new third-party risk issues arise, or any factors are identified which increase general risk of additional sex offenses. If the assigned USPO/USPSO is not available, practitioners shall notify a supervisor or the duty officer.

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

2. **Vendor Local Travel:**

The vendor may invoice for:

a. **Vendor's Local Travel by Vehicle (1401)** for vendor or staff travel to defendants'/offenders' homes or employment, medical appointments or for other contract-related travel authorized and approved by the USPO/USPSO and conforming with the following:

(1) At a rate established in the Judiciary Travel Regulations **and**
(2) Recorded on Probation Form 17, Daily Travel Log, and limited to reimbursement of mileage per judiciary travel regulations.

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

The vendor shall:

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

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

c. Document within the Monthly Treatment Report and the Sign-In/Sign-Out Daily Log any co-payment received or whether the expected co-payment was not provided, as well as the amount of any outstanding balance;

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

e. Reimburse the Government as directed in Section G.

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

4. **Deliverables**

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

(1) File Maintenance

The vendor shall:

(a) Maintain a secure filing system of information on all defendants/offenders to whom the vendor provides services under this contract/agreement. If information is maintained electronically, the vendor shall make a hard copy of all files available for review immediately upon request of the USPO/USPSO or designee.

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

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

(d) Create a separate file when a defendant on pretrial services supervision is sentenced to probation supervision, but continued in treatment with the vendor. The vendor may copy any information relevant from the pretrial services file and transfer it into the probation file, except for information covered under the Pretrial Services Confidentiality Regulations. The vendor and its subcontractors are authorized to access criminal history information available in pretrial services or probation records that have been provided by the USPO/USPSO. This information is provided solely for the purpose of providing services under this contract. Any unauthorized re-disclosure of this information may result in termination of this contract and the imposition of civil penalties.

(e) Identify any records that disclose the identity of a defendant/offender as **CONFIDENTIAL.**

(f) Keep all defendant/offender records for three years after the final payment is received for Government inspection and review, **except** for litigation or settlement of claims arising out of the performance of this agreement, which records shall be maintained until final disposition of such appeals, litigation, or claims.

(g) At the expiration of the performance period of this agreement the vendor shall provide the USPO/USPSO or designee a copy of all

defendant/offender records that have not been previously furnished, including copies of chronological notes.

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

b. **Disclosure**

The vendor shall:

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

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

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

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

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

(6) Not disclose "pretrial services information" concerning pretrial services clients. "Pretrial services information," as defined by the "Pretrial Services Confidentiality Regulations," is "any information, whether recorded or not, that is obtained or developed by a pretrial services officer (or a probation officer performing pretrial services duties) in the course of performing pretrial services." Pretrial Services Confidentiality Regulations, §2.A. Generally, any information developed by an officer performing pretrial services that is shared with the vendor will be confidential pretrial services information. Only a judicial officer or a Chief USPO/USPSO may authorize disclosure of pretrial services information to a third party pursuant to the Pretrial Services

Confidentiality Regulations. Any doubts about whether a potential disclosure concerns pretrial services information must be resolved by consultation with the USPO/USPSO.

(7) The vendor and its subcontractors are authorized to access criminal history information available in pretrial services or probation records that have been provided by the USPO/USPSO. This information is provided solely for the purpose of providing services under this contract. Any unauthorized re-disclosure of this information may result in termination of this contract and the imposition of civil penalties.

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

(9) Notify the USPO/USPSO immediately upon receipt of legal process requiring disclosure of defendant/offender records.

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

c. **File Content**

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

(1) **Chronological Notes** that:

(a) Record all contacts (e.g., face-to-face, telephone) with the defendant/offender including collateral contacts with family members, employers, USPO/USPSO and others. Records shall document all notifications of absences and any apparent conduct violating a condition of supervision occurs.

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

(c) Document the goals of treatment, the methods used, the defendant's/offender's observed progress, or lack thereof, toward reaching the goals in the treatment records. Specific achievements, failed assignments, rule violations and consequences given should be recorded.

(d) Accurately reflect the defendant's/offender's treatment progress, sessions

attended, and changes in treatment.

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

(f) Chronological notes shall be legible, and be dated and signed by the practitioner.

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

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

(b) USPO/USPSO prepares during or immediately after the case staffing conference. The program plan authorizes the vendor to provide services (e.g., **Intake Assessment and Report (2011))** to the defendant/offender.

(c) USPO/USPSO shall amend the Program Plan (Probation Form 45) when changing the services the vendor shall perform, their frequency, or other administrative changes (e.g., co-payment amounts) and upon termination of services.

(3) **Amended Program Plan (Probation Form 45)** (if applicable) that USPO/USPSO prepares:

(a) During or immediately following the case staffing conference, or any other changed circumstance if service delivery changes from existing Program Plan (Probation Form 45).

(b) To obtain additional services for a defendant/offender during the agreement or to change the frequency of a defendant/offender's urine collection.

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

(d) To terminate services.

(4) **Monthly Treatment Report (Probation Form 46)** that:

(a) Is submitted along with the monthly invoice and the Daily log for the month for which the vendor is invoicing, except for clients who are receiving urinalysis services only (PC 1010, 1011).

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

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

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

(e) Records urine collection and test results, if applicable.

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

(5) **Authorization to Release Confidential Information** (Probation Forms 11B, 11E, or 11I, and PSA Forms 6B, or 6D) that:

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

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

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

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

(1) By **Vehicle (1401)** (at the rate in the Judiciary Travel Regulations), or
(2) By **Common Carrier (1402)** (at the rate in the Judiciary Travel Regulations)

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

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

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

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

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

(e) Documents any defendant/offender co-payment, and
(f) Vendor shall ensure that a defendant/offender signing or initialing an entry in the Daily Log cannot see the names or signatures of other defendants/offenders.

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

(8) **Urinalysis Testing Log** (If applicable) (Attachment J.9) that:

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

(b) Shall record all collected urinalysis specimens and indicate:

(1) Defendant or offender's name and PACTS number
(2) Collection Date
(3) Specimen (bar code) number
(4) Collector's initials
(5) Test results and date received (if applicable)
(6) Drugs or medication taken, and
(7) Special test requested
(8) Co-pay collected (if applicable)

(c) Shall record any unusual occurrences in the collection process, and in the specific gravity and temperature readings (if applicable).

(d) The vendor shall submit for USPO/USPSO approval if vendor Daily Urinalysis Log form differs from the sample form provided in attachment J.9.

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

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

d. **Case Staffing Conference**
Upon USPO/USPSO referral of a defendant/offender to the vendor, the vendor shall:

(1) Participate in a 3-way meeting with the USPO/USPSO, defendant/offender and vendor for an initial case staffing.

(2) Meet with the USPO/USPSO face-to-face or via a telephone conference at least every 30 days to discuss the defendant's/offender's progress in treatment.

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

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

e. **Vendor Reports (Substance Abuse and Mental Health Reports)**

The vendor shall:

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

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

(3) If the vendor recommends treatment termination, the vendor shall provide a reason for this recommendation in the written report (i.e., whether the defendant/offender responded to treatment and no longer needs aftercare, or whether the defender/offender failed to respond to treatment)

(4) Provide a written quarterly profile on all (one report on all or one report on each) defendants/offenders discharged from the program each quarter (see Attachment J.1).

f. **Vendor Testimony**

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

(1) Appear or testify in legal proceedings convened by the federal court or Parole Commission only upon order of the federal court with jurisdiction, and

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

(ii) in response to a subpoena.

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

(3) Receive reimbursement for subpoenaed testimony through the Department of Justice based on its witness fee and expense schedule.

(4) Receive necessary consent/release forms required under federal, state or local law from the Government.

(5) Not create, prepare, offer, or provide any opinions or reports, whether written or verbal that are not required by this statement of work and the treatment program unless such action is approved in writing by the Chief US Probation Officer or Chief US Pretrial Services Officer.

g. **Emergency Contact Procedures**

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

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

The vendor shall:

a. Notify the USPO/USPSO within 24 hours or as specified in writing by the Contracting Officer of defendant/offender behavior including but not limited to:

(1) Positive drug or alcohol test results.

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

(3) Failure to produce a urine specimen for testing (i.e., stall; withholding a specimen or failure to produce a specimen of sufficient quantity for testing).

(4) Failure to appear as directed for urine collection, evaluation, counseling session or alcohol test (i.e., no show).

(5) Failure to follow vendor staff direction.

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

(7) Any behavior that might increase the risk of the defendant/offender to the community.

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

6. **Staff Requirements and Restrictions**

The vendor shall ensure that:

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

b. After award, persons charged with or under investigation for a criminal offense shall not perform services under this agreement nor have access to defendant/offender files unless approved in writing by the Contracting Officer after consultation with OPPS and PMD.

c. After award, persons convicted of any sexual offense (including but not limited to, child pornography offenses, child exploitation, sexual abuse, rape or sexual assault) required under federal, state, or local law to register on the Sexual

Offender registry shall not perform services under this agreement or contract nor shall they have access to defendant/offender files unless approved in writing by the Contracting Officer after consultation with OPPS and PMD.

d. After award, persons with any restrictions on their licenses, certifications or practice (or those who voluntarily agree to such a restriction) based on negotiations or proceedings with any licensing authority, shall not perform services under this agreement or contract nor shall they have access to defendant/offender files unless approved in writing by the Contracting Officer after consultation with OPPS and PMD.

e. The vendors and its employees shall:

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

(2) Not employ, contract with, or pay any defendant/offender or defendant's/offender's firm or business to do any work for the vendor either at the vendor's facilities or personally for any of the vendor's employees during the period of this agreement.

(3) Report any such improprieties or the appearance thereof immediately to the USPO/USPSO or designee.

(4) Report to the USPO/USPSO any investigations, pending charges, arrests and/or convictions related to a criminal offense, any restrictions on staff licenses or certifications, whether imposed or voluntary, involving any staff performing services under this agreement within 48 hours of obtaining knowledge.

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

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

7. **Facility Requirements:**

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

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

9. **Local Services**

**NOTE:** Insert the statement of work and project codes for local services. On the required service line an asterisk (*) shall be used to denote which project code in Section B will be amended in the local services section. The local services section shall be used for districts to further define a specific need. **Additional codes shall not be created under any circumstances without written approval from OPPS at the Administrative Office of the United States Courts. All local needs shall be approved in writing by OPPS.**

## SECTION D. PACKAGING AND MARKING

NOT APPLICABLE

# SECTION E - INSPECTION AND ACCEPTANCE

## E.1 Vendors Performance (Mandatory Requirement)

The vendor and/or subcontractor shall:

(a) Maintain a physical facility that meets all applicable federal, state and local regulations (e.g., building codes).

(b) Not endanger the health and safety of employees, clients and the community.

(c) Provide physical facilities that preserve both the integrity of the confidential relationship and the personal dignity of the client.

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

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

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

| | |
|---|---|
| **Clause 2-5A Inspection of Products** | **(JAN 2003)** |
| **Clause 2-5B Inspection of Services** | **(AUG 2004)** |

# SECTION F - DELIVERIES OR PERFORMANCE

**F.1 Provision of Services to Federal Offenders and Defendants (Mandatory Requirements)**

a. In an effort to protect the community by providing outpatient treatment, the vendor shall have the capability to immediately place Federal clients in outpatient or urine surveillance without regard to any placement backlog or waiting lists.

b. Recognizing the problems of limited bed space, vendors shall place referrals for residential placements in the first available bed space.

c. The vendor shall not unilaterally refuse services to any defendant or offender referred by the Government, except where the defendant or offender poses an apparent danger to the vendor's staff or other clients. The vendor shall not refuse service without approval of the Government.

d. Termination of clients from treatment, based upon a violation of the vendor's program rules and regulations shall not be made without the approval of the Government. When necessary, the vendor may take appropriate and immediate action to protect staff and clients.

e. The contractor shall not tell defendants or offenders to misrepresent or withhold information regarding the treatment provider or the treatment services received in response to questions posed by the USPO/USPSO or other government or law enforcement agencies authorized to make such inquiries.

f. If the vendor offers or provides a treatment program with a religious-based component [for example, Alcoholics Anonymous (AA), Narcotics Anonymous (NA), Cocaine Anonymous (CA)] to defendants or offenders, the vendor shall also offer or provide an alternative secular program that is the same or similar, but without any religious-based component.

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

# SECTION G - AGREEMENT ADMINISTRATION DATA

## G.1 Contact Point for Assistance

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

## G.2 Fiscal Records (Mandatory Requirement)

The vendor shall:

a. Maintain its fiscal records according to generally accepted accounting principles.

b. Keep and identify all financial records, that disclose the identity of any defendant/offender as **CONFIDENTIAL**.

c. Keep all defendant/offender records associated with the agreement for three (3) years after the final payment date under the agreement, for Government inspection and review, except that the vendor shall keep defendant/offender records relating to litigation or settlement of claims arising out of the performance of this agreement, until final disposition of such appeals, litigation, or claims.

## G.3. Invoices (Mandatory Requirement)

The vendor shall:

a. Submit an original copy of the invoice to the address listed in block 7 of the **Solicitation/Offer/Acceptance** in SECTION A, p.1 of the RFP. Additionally, the **Monthly Treatment Report**, **Daily Log**, **Urinalysis Log** and **Daily Travel Log** (if applicable) shall be submitted to the USPO/USPSO.

b. Submit invoices monthly to arrive no later than the tenth (10th) day of the month for services provided during the preceding month.

c. Use the Administrative Office invoice (Parts A and B), or a probation office local invoice form, approved by the Administrative Office, indicating:

(1) Individual defendant/offender names and identifying numbers, and

(2) Charges for each service, identified by its project code, as described in **SECTION C - STATEMENT OF WORK**, of this document.

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

d. Submit with the invoice a certification by an authorized official of the vendor that the invoice:

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

(2) Includes only charges for services actually provided to defendant(s)/offender(s).

e. The vendor shall submit separate invoices for services provided to pretrial services defendants and Bureau of Prisons inmates to the appropriate pretrial services or Bureau of Prisons office.

f. The vendor may include the "No-Show" factor in the unit price charged for the following services. The vendor shall not include a charge for a "No-Show" as a separate item.

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

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

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

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

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

i. **Example**:

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

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

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

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

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

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

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

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

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

(1) The USPO/USPSO may order reimbursement in the form of deductions from subsequent invoices according to USPO/USPSO instruction and the terms and conditions of this solicitation document.

(2) According to 18 USC 3672, the vendor may be required to reimburse the Director of the Administrative Office of the U. S. Courts in lieu of deducting payments from subsequent invoices.

(3) The vendor shall not accept reimbursement for services in an amount that exceeds the amount authorized in the contract/agreement with the Government.

# SECTION H - SPECIAL AGREEMENT REQUIREMENTS

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

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

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

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

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

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

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

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

(a) Definitions. As used in this clause,

"**Controlled Substance**" means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (2l U.S.C. 8l2) and as further defined in regulation at 2l CFR l308.ll-l308.l5.

"**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--

(l) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about-

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees from drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(l) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(l) of this clause, that as a condition of continued employment on the contract resulting from this solicitation, the employee will-

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction;

(5) Notify the contracting officer within ten (l0) days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subparagraph (a)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(l) through (b)(6) of this provision.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from the contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) and (c) of this clause may, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension of debarment.

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

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

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

# SECTION I - REQUIRED CLAUSES

## I.1 Clause 7-30, Public Use of the Name of the Federal Judiciary - (JAN 2003)

(a) The contractor shall not refer to the judiciary, or to any court or other organizational entities existing thereunder (hereinafter referred to as "the judiciary"), in advertising, news releases, brochures, catalogs, television and radio advertising, letters of reference, web sites, or any other media used generally by the vendor in its commercial marketing initiatives, in such a way that it represents or implies that the judiciary prefers or endorses the products or services offered by the contractor. This provision will not be construed as limiting the contractor's ability to refer to the judiciary as one of its customers.

(b) No public release of information pertaining to this contract will be made without prior judiciary written approval, as appropriate, and then only with written approval of the contracting officer.

## I.2 Subcontracting

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

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

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

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

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

(a) The judiciary may extend the term of this contract by written notice to the contractor within 30 calendar days prior to the then current expiration date of this contract; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the judiciary to an extension.

(b) If the judiciary exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

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

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

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

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

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

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

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

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

| | | |
|---|---|---|
| Clause 1-10 | Gratuities or Gifts | JAN 2010 |

## SECTION J - LIST OF ATTACHMENTS

| | |
|---|---|
| J.1 | PROGRAM DISCHARGE SUMMARY PROFILE |
| J.2 | SAMPLE PROGRAM PLAN (PROBATION FORM 45) |
| J.3 | RESERVED FOR FUTURE USE |
| J.4 | MONTHLY TREATMENT REPORT (PROBATION FORM 46) |
| J.5 | AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION (PROBATION FORMS 11B, 11E, and 11I; and PSA FORMS 6B, and 6D) |
| J.6 | DAILY LOG |
| J.7 | DAILY TRAVEL RECORD (PROBATION FORM 17) |
| J.8 | INVOICE |
| J.9 | TESTING LOGS (URINALYSIS, SWEAT PATCH, BREATHALYZER) |
| J.10 | DEPARTMENT OF LABOR WAGE DETERMINATION (As required by the Service Contract Act, when applicable.) |

Attachment J.1

**Program Discharge Summary Profile**[1]

1. Number of defendants[2] enrolled in program during the past 12 months? _____

2. Number of offenders[3] enrolled in program during the past 12 months? _____

3. Number of defendants successfully discharged from program during the past 12 month period? _____

4. Number of offenders successfully discharged from program during the past 12 month period? _____

5. Number of defendants unsuccessfully discharged during the past 12 month period? _____

6. Number of offenders unsuccessfully discharged during the past 12 month period? _____

7. Number of defendants that were discharged due to failure to attend as required during the past 12 month period? _____

8. Number of offenders that were discharged due to failure to attend as required during the past 12 month period? _____

9. Other types of discharge during the past 12 month period, please explain in short narrative paragraph below (e.g., number of defendants, number of offenders, and reason):_____
_____
_____
_____
_____
_____
_____

10. Average treatment duration per client over the past 12 month period? _____

11. Average frequency of treatment per client over the past 12 month period? _____

12. Average staff to client ratio over the past 12 month period? _____

---

[1]Shall include entire clientele (federal, state, and local). Shall not be limited to only federal probation and pretrial services referrals.

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

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

Attachment J.2

Prob. Form 45 Today's Date:

**Client Identifying Information**

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




**Provider Information**

Provider:
Provider Location:
Attn:
Location Address:

Phone:
Fax:

Procurement No:
Effective Date:
Termination Date:

---

**Authorized Services**

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

**Services Ordered**

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

---

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

_____ _____ _____

Officer: Referral Agent: Client:

PROB 46
(Rev. 06/10)

# MONTHLY TREATMENT REPORT

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

| 1. PROGRAM NAME: | 1a. PROVIDER NAME: | 2. DATE OF CURRENT TX PLAN (ATTACH REVISIONS): |
|---|---|---|
| 3. CLIENT NAME: | 3a. PACTS NO. | 4. FOR PERIOD COVERING: |

| 5. PHASE NO. | 5a. TIME IN PHASE: | 6. PRETRIAL CLIENT: ☐ Yes ☐ No | 7. CLIENT EMPLOYED: ☐ Yes ☐ No ☐ Student ☐ Other |
|---|---|---|---|

## 8. CONTACTS SINCE LAST REPORT

| a. Date | b. Service (Name & No.) | c. Length of Contact | d. Comments (No Shows, Tardiness, Issues Addressed) | e. Copay (amount collected) |
|---|---|---|---|---|
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## 9. URINE TESTING RECORD

| DATE COLLECTED | Scheduled | | Sample Not Tested | | Drug Use Admitted | | COLLECTED BY | SPECIAL TESTS REQUESTED | TEST RESULTS (Positive/Negative) | Copay (amount collected) |
|---|---|---|---|---|---|---|---|---|---|---|
| | Yes | No | Insuf. Qty. | Stall | No | Yes (specify drug) | | | | |
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## 10. COMMENTS REGARDING CLIENT'S TREATMENT PROGRESS

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

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

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

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

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

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

g. Comments:

h. Overall Progress: ☐ Acceptable ☐ Unacceptable

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

DISTRIBUTION: ORIGINAL CONTRACTOR

✎ PROB 11B
(Rev. 5/05)

# 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)

✎ PROB 11E
(Rev. 5/05)

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

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

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

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

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

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

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

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

_____
(Name and Address of Program)

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

_____ _____
(Signature of Parent or Guardian if Client is a Minor) (Signature of Client)

_____ _____
(Date Signed) (Date Signed)

_____ _____
(Name & Title of Witness) (Date Signed)

✎ PROB 11I
(Rev. 4/05)

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

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

hereby authorize _____ to release confidential
(Name of Program)

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

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

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

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

_____
(Name and Address of Program)

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

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

✎PS 6B
(Rev. 5/05)

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

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

hereby authorize _____ to release confidential
(Name of Program)

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

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

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

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

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

_____
(Name and Address of Program)

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

_____ _____
(Signature of Parent or Guardian, if Client is a Minor) (Signature of Client)

_____ _____
(Date Signed) (Date Signed)

_____ _____
(Name & Title of Witness) (Date Signed)

✎PS 6D
(5/03)

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

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

hereby authorize _____ to release confidential
(Name of Program)

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

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

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

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

_____ .
(Name and Address of Program)

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

_____ _____
(Signature of Parent or Guardian if Client is a Minor) (Signature of Client)

_____ _____
(Date Signed) (Date Signed)

_____ _____
(Name & Title of Witness) (Date Signed)

# DAILY TREATMENT LOG

COMPLETE ONE FORM PER CLIENT PER MONTH

**Client Name _____** **Month/Year _____**

| Date | Client's Signature/Initials | Time In | Purpose of Visit | Co-Pay Collected | Time Out | Client's Initials | Vendor's Initials |
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✎PROB 17
(Rev. 2/93)

# U.S. PROBATION AND PRETRIAL SERVICES TRAVEL LOG

**DISTRICT:**

| DATE<br><br>OFFICER NAME | EXPENSE CODE<br><br>A-Telephone<br>B-Parking<br>C-Other | CONTACT CODES (P-Personal/C-Collateral)<br><br>H-Home<br>C-Community<br>PS-Presentence<br>PR-Prerelease for Institution<br>PT-Pretransfer<br>SI-Special Investigation<br>SS-Social Services for Institution<br>OPO-Other Probation/Pretrial Services Officer<br>PTS-Pretrial Services<br>PTSD-Pretrial Services Diversion<br>FWR-Furlough/Work Release | PROBLEM CODES<br><br>DA-Drug Abuse<br>UA-Urine Collection<br>PS-<br>HS-Housing/Shelter<br>O-Other<br>AL-Alcohol<br>MS-Monitoring/Surveillance<br>EM-Employment<br>FB-Financial/Budgeting<br>FM-Family/Marital<br>ET-Education/Training | DAILY TRAVEL RECORD |
|---|---|---|---|---|

| DESTINATION | ODOMETER READING | MILES TRAVELED | OTHER EXPENSES | CONTACT CODE | PROBLEM CODE | CASE NUMBER/NAME OF CASE | ACTIVITY AND PERSON CONTACTED |
|---|---|---|---|---|---|---|---|
| START | | | | | | | |
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| PER DIEM | | | TOTAL MILES TRAVELED | TOTAL OTHER EXPENSES | NUMBER OF MILES FROM HOME TO OFFICE | **SIGNATURE OF OFFICER** |
|---|---|---|---|---|---|---|
| TIME STARTED | TIME RETURNED | AMT. CLAIMED | AMOUNT CLAIMED FOR MILEAGE | | | |

Date _____ Page _____ of _____

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

**(PART A)**

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

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

_____
Authorized Administrator

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

Date _____ Page _____ of _____

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

**(PART B)**

Subtotal all costs for each client listed below:

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

# BREATHALYZER INSTRUMENT LOG

**Vendor Name _____**

| Instrument Serial Number | Requirements for Calibration | Dates of Calibration | Date of Next Calibration | Signature of Person Conducting the Calibration |
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# BREATHALYZER LOG

COMPLETE ONE FORM PER CLIENT PER MONTH

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

| Client's Signature/Initials | Collector's Initials | Reason Tested | Test Results | Refusal |
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| Comments (please note any unusual occurrences): |
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# SWEAT PATCH TESTING LOG

COMPLETE ONE FORM PER CLIENT PER MONTH
COMPLETE THE FIRST FIVE COLUMNS UPON APPLICATION, AND THE LAST FOUR UPON REMOVAL

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

| Application Date | Client's Signature/Initials | Chain of Custody Bar Code Number | Medications Taken | Collector's Initials | Removal Date | Client's Initials | Collector's Initials | Test Results/Date | Co-Pay Collected |
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| Comments (please note any unusual occurrences): |
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# URINALYSIS TESTING LOG

COMPLETE ONE FORM PER CLIENT PER MONTH

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

| Date Collected | Client's Signature/Initials | Bar Code Number | Special Tests | Medications Taken | Collector's Initials | Test Results/Date Received | Co-Pay Collected |
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# SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

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

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

Name: _____
Titles: _____
Telephone: _____
Fax: _____
Email: _____

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

(a) Definitions.

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

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

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

(d) Taxpayer Identification Number (TIN): _____

[]TIN has been applied for.

[]TIN is not required, because:

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

[]Offeror is an agency or instrumentality of a foreign government;

[]Offeror is an agency or instrumentality of the federal government.

(e) Type of Organization:

[]sole proprietorship;

[]partnership;

[]corporate entity (not tax-exempt);

[]corporate entity (tax-exempt);

[]government entity (federal, state or local);

[]foreign government;

[]international organization per 26 CFR 1.6049-4;

[]other

(f) Contractor representations.

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

[]Women Owned Business

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

[]Black American Owned

[]Hispanic American Owned

[]Native American Owned (American Indians, Eskimos, Aleuts, or Native Hawaiians)
[]Asian-Pacific American Owned (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)

[]Subcontinent Asian (Asian-Indian) American Owned (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)
[]Individual/concern, other than one of the preceding.

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

## L.1. GENERAL INSTRUCTIONS FOR PROPOSALS

### A. Request for Proposals

This Request for Proposal consists of Sections A through M.

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

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

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

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

**Section B - Submission of Prices**

(1) **Services**

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

(2) **Prices**

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

(3) **Acceptable Responses**

(a) **Unit Price**

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

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

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

(c) **Subcontracting**

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

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

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

(4) **Estimated Monthly Quantity**

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

**Proposal Submission**

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

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

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

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

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

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

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

1. Each offeror shall prepare and submit as part of its offer a **BACKGROUND STATEMENT**addressing the requirements in paragraphs 2.a. through d. below. (See Attachment B).If the offeror is proposing any subcontractors to perform services, the offeror also shall comply with the requirements in paragraphs 2 a. through d. pertaining to each proposed subcontractor.

2. In the **BACKGROUND STATEMENT** the offeror shall:

    a. provide copies of all monitoring reports for the previous 18 months from federal, state and local agencies. If a monitoring report for the previous 18 months is not available, a federal, state, and/or local certificate or letter indicating the vendor has a satisfactory or higher rating is acceptable. To be considered technically acceptable a vendor must have received ratings of satisfactory or higher. Monitoring reports for proposed subcontractors are not required; however, onsite evaluations will be individually performed for all subcontractors.

    b. state expressly each location at which the offeror and any proposed subcontractors intend to provide services in response to this solicitation.

    c. include copies of all applicable business and/or operating licenses as required by state and local laws and regulations. Offerors are not required to provide copies of the aforementioned documentation for proposed subcontractors; however, the offeror is responsible for ensuring that proposed subcontractors have all applicable business and/or operating licenses as required by state and local laws and regulations.

    d. include copies of compliance with all federal, state and local fire, safety and health codes. Offerors are not required to provide copies of the aforementioned documentation for proposed subcontractors; however, the offeror is responsible for ensuring that proposed subcontractors have appropriate documentation demonstrating compliance with all federal, state and local fire, safety and health codes.

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

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

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

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

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

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

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

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

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

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

In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.
"Offer modification" is a change made to an offer before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.
"Offer revision" is a change to an offer made after the solicitation closing date, at the request of or as allowed by a contracting officer as the result of negotiations.
"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period will include the next working day.

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

(c) *Submission, modification, revision, and withdrawal of offers*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, offers and modifications to offers shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers shall ensure that the offer is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the offer shall show:

(i) the solicitation number;

(ii) the name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the judiciary in connection with this solicitation; and

(v) name, title, and signature of person authorized to sign the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of offers*

(i) Offerors are responsible for submitting offers, and any modifications or revisions, so as to reach the judiciary office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated judiciary office on the date that offer or revision is due.

(ii) (A) Any offer, modification, or revision received at the judiciary office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the contracting officer determines it's in the judiciary's best interest, the contracting officer determines that accepting the late offer would not unduly delay the procurement, and:

(1) if it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the judiciary infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(2) there is acceptable evidence to establish that it was received at the judiciary installation designated for receipt of offers and was under the judiciary's control prior to the time set for receipt of offers; or

(3) it is the only offer received.

(ii) (B) However, a late modification of an otherwise successful offer that makes its terms more favorable to the judiciary, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the judiciary installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of judiciary personnel.

(iv) If an emergency or unanticipated event interrupts normal judiciary processes so that offers cannot be received at the office designated for receipt of offers by the exact time specified in the solicitation, and urgent judiciary requirements preclude amendment of the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal judiciary processes resume.

(v) Offers may be withdrawn by written notice received at any time before award. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before award, subject to the conditions specified in Provision 3-115, "Facsimile Offers." Offers may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award.

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

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

(6) Offerors may submit modifications to their offers at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

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

(8) Offers may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the contracting officer.

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

(e) *Restriction on disclosure and use of data* Offerors that include in their offers data that they do not want disclosed to the public for any purpose, or used by the judiciary except for evaluation purposes, shall:

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

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

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

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

(f) *Contract award*

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

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

(5) The judiciary reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit price or prices offered, unless the offeror specifies otherwise in the offer.

(6) The judiciary reserves the right to make multiple awards if, after considering the additional administrative prices, it is in the judiciary's best interest to do so.

(7) Exchanges with offerors after receipt of an offer do not constitute a rejection or counteroffer by the judiciary.

(8) The judiciary may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of price or price analysis techniques. An offer may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the judiciary.

(9) If a price realism analysis is performed, price realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time specified in the offer shall result in a binding contract without further action by either party.

(11) The judiciary may disclose the following information in postaward debriefings to other offerors:

(i) the overall evaluated price or price and technical rating of the successful offeror;
(ii) the overall ranking of all offerors, when any ranking was developed by the judiciary during source selection;
(iii) a summary of the rationale for award; and
(iv) for procurements of commercial items, the make and model of the item to be delivered by the successful offeror.

**Attachment A**

## OFFEROR'S CERTIFICATION OF COMPLIANCE STATEMENT

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

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

SIGNATURE: _____ DATE: _____

TITLE:_____

**Attachment B**

## OFFEROR'S BACKGROUND STATEMENT

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

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

SIGNATURE: _____ DATE: _____

**Attachment C**

## OFFEROR'S STAFF QUALIFICATIONS

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

NAME TITLE DUTIES EDUCATION EXPERIENCE CREDENTIALS

CERTIFICATIONS

□ I certify herein that no proposed staff members are under investigation for or charged with a criminal offense and/or under pretrial, probation, parole, mandatory release or supervised release (federal, state, or local).

□ I certify herein that no proposed staff members have been convicted of any sexual offense (including but not limited to child pornography offenses, child exploitation, sexual abuse, rape, or sexual assault) or are required under federal, state or local law to register on the Sexual Offender registry.

□ [*Check box only if applicable*] I certify herein that proposed staff conducting sex-offense specific evaluations will adhere to the established ethics, standards and practices of the Association for the Treatment of Sexual Abusers (ATSA).

SIGNATURE: _____ DATE: _____

**Attachment D**

## OFFEROR'S REFERENCES

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

# SECTION M - EVALUATION FACTORS FOR AWARD

## M.1 Basis for Award

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

## M.2 Evaluation of Proposals

a. To be acceptable and eligible for evaluation, proposals shall be prepared in accordance with the instructions given in Sections B and L of this solicitation document.

b. By submission of a proposal, the offeror accepts all the terms and conditions of the RFP. Proposals that take exception to the terms and conditions will be determined technically unacceptable and the offeror will be so advised.

c. Proposals will be evaluated to be considered Technically Acceptable using the following Pass/Fail Criteria**.** To determine that the offeror has met the following criteria, each proposal shall be evaluated to determine that every individual requirement has been met.

## M.3 Pass-Fail Criteria

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

**MANDATORY REQUIREMENTS:**

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

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

YES or NO

**PAST PERFORMANCE**

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

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

**OR**

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

YES or NO

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

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

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

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

**STAFF QUALIFICATIONS**:

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

YES or NO

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

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

**ON-SITE VISITS**

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

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

**M. 4 Evaluation of Price**

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

(a) Determining Total Evaluated Price.--Multiply the Estimate Monthly Quantity (EMQ) by 12 months to get a Yearly Quantity. Multiply that figure by the Unit Price offered to arrive at the Total Evaluated Price for that service item. Yearly prices of service items are totaled to arrive at Total Evaluated Price for each offeror.

(b) Service items that are offered at "N/C" or No Charge, will be evaluated in the Life of Agreement comparison by entering $0.00 for the unit price.

(c) Service items that are reimbursable at actual prices or at a travel regulation rate are not considered in the price comparison.

(d) Service items not marked as required services will not be evaluated or considered.

(e) Total Evaluated Price (TEP) shall be rank ordered to show the lowest TEP.

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

(a) The judiciary will evaluate offers for purposes of award by adding the total price for all options to the total price for the basic requirement. Evaluation of options does not obligate the judiciary to exercise the option(s).

(b) Any offer that is materially unbalanced as to prices for basic and option quantities may be rejected. An unbalanced offer is one that is based on prices significantly less than prices for some work and prices that are significantly overstated for other work.

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

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