

SECTION A SOLICITATION / OFFER / ACCEPTANCE

1. Solicitation No. **1088-24-2TXD** **VERIFY YOU USE THE CORRECT CONTRACT NUMBER**

2. Date Issued **06/22/2023**

3. Award No.

4. Issued By: **Georgette Leventis
U.S. Probation Office
351 S. West Temple, STE 5.400 Salt Lake City, UT 84101**

5. E-mail Address Offer To (if other than Item 4): **Derrick Marshall
utpml_treatmentfy24@utp.uscourts.gov**

SOLICITATION

6. Proposals for furnishing the required services listed in Section B will be received electronically via the e-mail address(es) specified in Item 4 or 5
until **10:00 AM** local time **07/28/2023**
(hour) (date)

7. For Information call:
a. Name **Derrick Marshall** b. Telephone **(801) 535-2761**

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OFFER

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

9. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
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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
Company Name on TAX ID

12. Telephone No. (Include area code)
PHONE

13. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(Type or print)

14. Signature

15. Offer Date

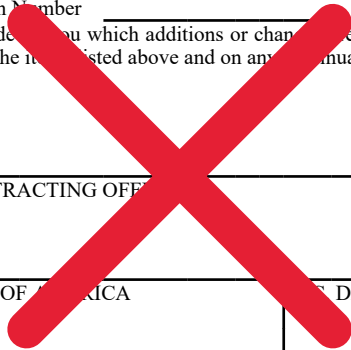
16. AWARD **Office Use only box 16, 17A AND 17B**

Your offer on Solicitation Number _____, including the additions or changes made to you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets.

17A. NAME OF CONTRACTING OFFICER

17B. UNITED STATES OF AMERICA DATE SIGNED

BY _____
(Signature Of Contracting Officer)



SECTION B - SUPPLIES OR SERVICES AND OFFEROR'S PRICES

The United States District Court for the District of Utah is soliciting a vendor to provide substance use, mental health, and/or sex offender treatment services. A vendor must be capable of providing services within a geographic area encompassing Facility must be in Salt Lake City Utah. Facility must provide services within Zip codes 84101, 84111, and 84115..

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.”

Every service must have a price as follows:

Must list price

N/C = is allowed for No Charge

Price + "S" for subcontracting Sample \$0.00 + S

CASE MANAGEMENT SERVICES (SUBSTANCE ABUSE):

PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY	UNIT PRICE
X *	2000 Case Management Services	2021 <input type="text" value="60"/> Per 30 min	<input type="text" value="\$0.00"/>
		2022 <input type="text" value="60"/>	<input type="text" value="\$0.00"/>
		2023 <input type="text" value="60"/>	<input type="text" value="N/C"/>
Unit: per 30 minute session			

INTAKE:

PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY	UNIT PRICE
X *	2011 Intake Assessment and Report	2021 <input type="text" value="3"/> Do NOT leave blanks	<input type="text" value="\$0.00"/>
		2022 <input type="text" value="3"/>	<input type="text" value="\$0.00"/>
		2023 <input type="text" value="3"/>	<input type="text" value="\$0.00"/>
Unit: per intake (total fee)			

COGNITIVE BEHAVIORAL TREATMENT:

PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY	UNIT PRICE
X *	2021 Clinical Group	2021 <input type="text" value="20"/> Per 30 min	<input type="text" value="\$0.00"/>
		2022 <input type="text" value="25"/>	<input type="text" value="\$0.00"/>
		2023 <input type="text" value="30"/>	<input type="text" value="\$0.00"/>
Unit: per 30 minute session			

PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY	UNIT PRICE
X *	2022 Manualized Group	2021 <input type="text" value="55"/> Per 30 min	<input type="text" value="\$0.00"/>
		2022 <input type="text" value="60"/>	<input type="text" value="\$0.00"/>
		2023 <input type="text" value="65"/>	<input type="text" value="\$0.00"/>
Unit: per 30 minute session			

SUBSTANCE ABUSE COUNSELING:

PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY	UNIT PRICE
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X *	2010	Individual Counseling	2021	<input type="text" value="40"/>	Per 30 min	<input type="text" value="\$0.00"/>
			2022	<input type="text" value="42"/>		<input type="text" value="\$0.00"/>
			2023	<input type="text" value="44"/>		<input type="text" value="\$0.00"/>
			Unit: per 30 minute session			

PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY		UNIT PRICE		
X *	2020	Group Counseling	2021	<input type="text" value="40"/>	Per 30 min	<input type="text" value="\$0.00"/>
			2022	<input type="text" value="42"/>		<input type="text" value="\$0.00"/>
			2023	<input type="text" value="44"/>		<input type="text" value="\$0.00"/>
			Unit: per 30 minute session			

PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY		UNIT PRICE		
X *	2030	Family Counseling	2021	<input type="text" value="1"/>	Per 30 min	<input type="text" value="\$0.00"/>
			2022	<input type="text" value="1"/>		<input type="text" value="\$0.00"/>
			2023	<input type="text" value="1"/>		<input type="text" value="\$0.00"/>
			Unit: per 30 minute session			

PHYSICAL EXAMINATION:

PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY		UNIT PRICE		
X *	4010	Physical Examination and Report	2021	<input type="text" value="1"/>	Exam and report	Actual cost
			2022	<input type="text" value="1"/>		
			2023	<input type="text" value="1"/>		
			Unit: per exam			

PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY		UNIT PRICE		
X *	4020	Laboratory Studies and Report	2021	<input type="text" value="Unknown"/>	With prior approval on price	Actual cost
			2022	<input type="text" value="Unknown"/>		
			2023	<input type="text" value="Unknown"/>		
			Unit: per test			

PSYCHOLOGICAL/PSYCHIATRIC WORK-UP, EVALUATION, AND REPORT:

PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY	UNIT PRICE
X *	5011 Mental Health Intake Assessment and Report Price for completed report	2021 <input type="text" value="3"/>	<input type="text" value="\$0.00"/>
		2022 <input type="text" value="3"/>	<input type="text" value="\$0.00"/>
		2023 <input type="text" value="3"/>	<input type="text" value="\$0.00"/>
		Unit: per report	

PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY	UNIT PRICE
X *	5020 Psychological Testing and Report Price for completed report	2021 <input type="text" value="1"/>	<input type="text" value="\$0.00"/>
		2022 <input type="text" value="1"/>	<input type="text" value="\$0.00"/>
		2023 <input type="text" value="1"/>	<input type="text" value="\$0.00"/>
		Unit: NTE per report	

PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY	UNIT PRICE
X	5030 Psychiatric Evaluation and Report Price for completed report	2021 <input type="text" value="3"/>	Subcontract? <input type="text" value="\$ - S"/>
		2022 <input type="text" value="3"/>	<input type="text" value="\$ - S"/>
		2023 <input type="text" value="3"/>	<input type="text" value="\$ - S"/>
		Unit: per report	

CASE MANAGEMENT SERVICES (MENTAL HEALTH):

PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY	UNIT PRICE
X *	6000 Case Management Services	2021 <input type="text" value="60"/>	Per 30 min <input type="text" value="\$0.00"/>
		2022 <input type="text" value="60"/>	<input type="text" value="\$0.00"/>
		2023 <input type="text" value="60"/>	<input type="text" value="\$0.00"/>
		Unit: per 30 minute session	

MENTAL HEALTH COUNSELING:

PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY	UNIT PRICE
X *	6010 Individual Counseling	2021 <input type="text" value="65"/>	Per 30 min <input type="text" value="\$0.00"/>
		2022 <input type="text" value="68"/>	<input type="text" value="\$0.00"/>
		2023 <input type="text" value="70"/>	<input type="text" value="\$0.00"/>
		Unit: per 30 minute session	

PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY	UNIT PRICE
X *	6020	Group Counseling	2021 <input type="text" value="60"/> Per 30 min <input type="text" value="\$0.00"/>
			2022 <input type="text" value="65"/> <input type="text" value="\$0.00"/>
			2023 <input type="text" value="70"/> <input type="text" value="\$0.00"/>
			Unit: per 30 minute session

PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY	UNIT PRICE
X *	6021	Education Group	2021 <input type="text" value="25"/> Per 30 min <input type="text" value="\$0.00"/>
			2022 <input type="text" value="30"/> <input type="text" value="\$0.00"/>
			2023 <input type="text" value="35"/> <input type="text" value="\$0.00"/>
			Unit: per 30 minute session

PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY	UNIT PRICE
X *	6028	Cognitive-Behavioral Group	2021 <input type="text" value="40"/> Per 30 min <input type="text" value="\$0.00"/>
			2022 <input type="text" value="42"/> <input type="text" value="\$0.00"/>
			2023 <input type="text" value="44"/> <input type="text" value="\$0.00"/>
			Unit: per 30 minute session

PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY	UNIT PRICE
X *	6030	Family Counseling	2021 <input type="text" value="1"/> Per 30 min <input type="text" value="\$0.00"/>
			2022 <input type="text" value="1"/> <input type="text" value="\$0.00"/>
			2023 <input type="text" value="1"/> <input type="text" value="\$0.00"/>
			Unit: per 30 minute session

PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY	UNIT PRICE
X *	6040	Psychotropic Medication	2021 <input type="text" value="Unknown"/> <input type="text" value="Actual cost"/>
			2022 <input type="text" value="Unknown"/>
			2023 <input type="text" value="Unknown"/>
			Unit: per dose

PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY	UNIT PRICE
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X	6041	Administrative Fee Psychotropic Medication	2021	<input type="text" value="Unknown"/>	5% of actual funds expended
			2022	<input type="text" value="Unknown"/>	
			2023	<input type="text" value="Unknown"/>	
			Unit: per dose expended		

PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY	UNIT PRICE		
X	6050	Administration of Psychotropic Medications	2021	<input type="text" value="Unknown"/>	<input type="text" value="\$0.00"/>
			2022	<input type="text" value="Unknown"/>	<input type="text" value="\$0.00"/>
			2023	<input type="text" value="Unknown"/>	<input type="text" value="\$0.00"/>
			Unit: per visit		

PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY	UNIT PRICE		
X	6051	Psychotropic Medication Monitoring	2021	<input type="text" value="5"/>	<input type="text" value="\$0.00"/>
			2022	<input type="text" value="5"/>	<input type="text" value="\$0.00"/>
			2023	<input type="text" value="5"/>	<input type="text" value="\$0.00"/>
			Unit: per visit		

TRANSPORTATION FOR CLIENTS:

PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY	UNIT PRICE		
X	1201	Administrative Fee	2021	<input type="text" value="Unknown"/>	5% of amount distributed under pc 1202
			2022	<input type="text" value="Unknown"/>	
			2023	<input type="text" value="Unknown"/>	
			Unit: per day		

PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY	UNIT PRICE		
X *	1202	Client Transportation Expenses	2021	<input type="text" value="Unknown"/>	JTR*
			2022	<input type="text" value="Unknown"/>	
			2023	<input type="text" value="Unknown"/>	
			Unit: per day		

CONTRACTOR'S LOCAL TRAVEL:

PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY		UNIT PRICE	
X *	1401	Contractor's Local Travel by Vehicle	2021	<input type="text" value="Unknown"/>	JTR*
			2022	<input type="text" value="Unknown"/>	
			2023	<input type="text" value="Unknown"/>	

PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY		UNIT PRICE	
X	1501	Administrative Fee	2021	<input type="text" value="Unknown"/>	5% of fees collected by vendor
			2022	<input type="text" value="Unknown"/>	
			2023	<input type="text" value="Unknown"/>	

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

OFFEROR'S CERTIFICATION OF COMPLIANCE STATEMENT

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

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

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

PRINTED NAME OF OFFEROR : _____

SIGNATURE OF OFFEROR : _____ DATE: _____

TITLE: _____

OFFEROR'S BACKGROUND DISCLOSURE

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

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

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

CERTIFICATIONS

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

PRINTED NAME OF OFFEROR : _____

SIGNATURE: _____

DATE: _____

OFFEROR'S STAFF QUALIFICATIONS

As required in Section L.1, Preparation of Staff Qualifications, the Offeror shall prepare and submit below, (attach pages as needed labeled as subsets of this attachment number), for all staff providing direct delivery of services under any resultant Agreement. The Offeror shall complete the certification section below.

CERTIFICATIONS

By signing below, I certify the following:

- No proposed staff members are under investigation for or charged with a criminal offense and/or under pretrial, probation, parole, mandatory release or supervised release (federal, state, or local).
- No proposed staff members have been convicted of any sexual offense (including but not limited to child pornography offenses, child exploitation, sexual abuse, rape, or sexual assault) or are required under federal, state or local law to register on the Sexual Offender registry.
- Staff specified to provide services listed by project code have the required education, relevant experience and current licenses/credentials listed in Section C of the RFP.

PRINTED NAME OF OFFEROR : _____

SIGNATURE: _____

DATE: _____

FILL OUT FOR ALL STAFF

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

OFFEROR'S REFERENCES

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

Reference #1

Name and Title:

Agency Name and Physical Address:

Phone Number:

Email Address:

PLEASE VERIFY ALL PRIOR TO SUBMISSION. WE WILL BE CONTACTING EACH REFERENCE

Reference #2

Name and Title:

Agency Name and Physical Address:

Phone Number:

Email Address:

Reference #3

Name and Title:

Agency Name and Physical Address:

Phone Number:

Email Address:

SECTION 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.

Fire Inspection Certificate

Here

If you have a safety and fire certificate from the city attach here.

IF for some reason it is more than 12 months old and the city allows for bi-annual inspections please explain.

Some buildings have corporate fire inspection you do not maintain or control.

If this is the case you need a letter here explaining why you do not have a certificate.

Do not fail to submit something here.

State of Utah
Office of Licensing



[Submit State or County treatment license.](#)

City License



Business License

(Revised 6/12)

Add past 18 Months State and Federal Audits Here

POST-AWARD MONITORING REPORT

DISTRICT:

Utah

PROCUREMENT NUMBER:

VENDOR:

REVIEWED BY:

DATE OF VISIT:

PERIOD COVERED:

Past audits

NUMBER OF FEDERAL CLIENTS IN PROGRAM:

RATING CRITERIA

The evaluation rating on this report must be completed using the following rating definitions:

- (1) Excellent During the monitoring period, the vendor has exceeded the requirements of the statement of work. There were no deficiencies and the vendor has operated within the terms and conditions of the agreement. The agreement should be continued.
- (2) Satisfactory There are few problems or issues and the vendor generally operates within the terms and conditions of the agreement. Any improvements would be considered minor. The agreement should be continued.
- (3) Unsatisfactory There are deficiencies with the performance of the vendor that must be corrected. The vendor will be notified via this monitoring report of the deficiencies and corrective measures and given a specific time frame in which to correct the deficiencies and become in full compliance with the terms and conditions of the agreement. The agreement will only be continued if the deficiencies are corrected within the stated time frame. If not corrected in the time frame, the existing referrals may be terminated, the option to renew will not be exercised, or future referrals may cease.
- (4) Unacceptable There are deficiencies with the performance of the vendor which have not been corrected, cannot be corrected, or the vendor refuses to correct. Continuation of the agreement will only be allowed until a new service provider can be obtained. Termination of the existing referrals will be made either for the convenience of the Government or for default.

(Revised 6/12)

VI. ADJUSTMENTS/RECOMMENDATIONS

Comments:

Large empty rectangular area for providing comments.

VII. RATING

Excellent Satisfactory Unsatisfactory Unacceptable

VIII. JUSTIFICATION

Large empty rectangular area for providing justification.

Corrective action letters or response to any findings needed in past audits.
Past 18 months

Attach copy of response here

SECTION C. DESCRIPTION/STATEMENT OF WORK

PROVISION OF SERVICES

The United States Probation and Pretrial Services Office (hereafter USPO/USPSO) shall provide a Program Plan (Probation Form 45) for each person under supervision that authorizes the provision of services. The vendor shall provide services strictly in accordance with the Program Plan for each person under supervision. The Judiciary shall not be liable for any services provided by the vendor that have not been authorized for that defendant/person under supervision in the Program Plan. The United States Probation or Pretrial Services Officer may provide amended Treatment Program Plans during treatment. The United States Probation/Pretrial Services Office will notify the vendor verbally and in writing via Probation 45 when services are to be terminated and shall not be liable for any services provided by the vendor subsequent to the verbal or written notification.

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/person under supervision who are drug-dependent, alcohol-dependent, and/or suffering from a psychiatric disorder. Such services may be provided to federal defendants/persons under supervision supervised by the USPO/USPSO; 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 or USPSO).

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 could be used in the issue of guilt or innocence. If such information is divulged as part of an evaluation or treatment, it shall not be included on the written report.

- B. The services to be performed are indicated in Sections B and C. The vendor shall comply with all requirements and performance standards of this agreement.
- C. The judiciary will refer 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. **“Judiciary”** 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

The following are select sections to pay close attention in each contract.

- (1) Avoid compromising relationships with defendants/person under supervision and probation or pretrial services staff, and
 - (2) Not employ, contract with, or pay any defendant/person under supervision or defendant's/person under supervision'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. The vendor shall submit an Offeror's Staff Qualifications form (Section L - Attachment C) for each new staff member added under the agreement.
- g. Failure to comply with the above terms and conditions could result in termination of this agreement.
16. **Facility Requirements:**
- The vendor shall ensure that its facility(ies) has adequate access for defendants/person under supervision with physical disabilities.
17. 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.
18. **Local Services** **VERIFY You can do all 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**

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

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.

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). The offeror shall identify all required documents included in the submitted proposal through the use of labeled tabs. 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** all federal (including current USPO and USPSO), state and local agencies for the locations solicited. If the vendor is not able to provide copies of monitoring reports, the vendor shall provide copies of certificates or letters from federal, state, or local agencies indicating that the vendor has had a satisfactory or higher rating for the previous 18 months. If the vendor is not able to provide copies of monitoring reports, certifications or letters due to a private practice, the vendor must expressly state so in its proposal for this area. To be considered technically acceptable a vendor must have received ratings of satisfactory or higher or have expressly stated in its proposals that it is a private practice and does not have access to monitoring reports, certificates or letters. Monitoring reports for proposed subcontractors are not required; however, onsite evaluations will be individually performed for all subcontractors.
 - b. **state expressly each performance site at which the offeror and any proposed subcontractors intend to provide services in response to this solicitation. Proposed sites shall be located within the solicitation's identified catchment area.**
 - 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 that will be performed under any resultant agreement by numeric project code, 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.

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

MANDATORY REQUIREMENTS:

CERTIFICATION OF COMPLIANCE STATEMENT

- (a) Did the Offeror submit a statement (Attachment A) 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

- (b) Did the Offeror submit a statement (Attachment A) for each subcontractor?

YES or NO

BACKGROUND STATEMENT

- (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? **OR**

If the Offeror is unable to provide copies of monitoring reports, certifications, or letters due to private practice or other documented reasons, the vendor has expressly stated this in its proposal.

YES or NO

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

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

YES or NO

- (c) Offeror has provided copies of applicable business and/or operating license(s). If there is not an applicable business and/or operating license(s), the Offeror has expressly stated this in its proposal and stated the reasons why.

YES or NO

- (d) Offeror has provided copies of compliance with all federal, state and local fire, safety, and health codes. If the Offeror is not subject to any of these provisions due to local/county ordinances, the Offeror has expressly stated this in its proposal and stated the reasons why.

YES or NO

STAFF QUALIFICATIONS

- (a) Offeror has prepared Attachment C to identify staff (and any proposed subcontractor) to provide each service, including name, title, duties, project code(s) performed by the staff person, education, experience and credentials.

YES or NO

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

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 are under investigation for or charged with a criminal offense and/or under pretrial, probation, parole, mandatory release or supervised release.

YES or NO

- (d) 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

- (e) The Offeror's Staff Qualification Statement certified that all staff member(s) including proposed subcontractor staff) providing services under this Agreement conducting sex-offense specific evaluations and treatment will adhere to the established ethics, standards, and practices of the Association for the Treatment of Sexual Abusers (ATSA).

YES or NO or N/A

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.