AO 367
(Rev. 5/23)

SECTION A	SOLICITATION / OFFER / ACCEPTANCE	
1. Solicitation No. 0646-2027-HH01	2. Date Issued 7/21/2026	3. Award No.
4. Issued By: Jessica McConville Cape	5. E-mail Address Offer To (if other than Item 4): treatmentservices@miwp.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 5:oo p.m. *(hour)* local time 8/10/2026 *(date)*

7. For Information call:	
a. Name: Jessica McConville Cape	b. Telephone: 616-437-4814

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OFFER

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

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

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

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

SECTION B – SUPPLIES OR SERVICES AND OFFEROR'S PRICES

The U.S. District Court for the Western District District of Michigan is soliciting a vendor to provide house services for defendants and material witnesses. A vendor must be capable of providing services within a geographic area encompassing Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon, and Schoolcraft Counties (Upper Peninsula)

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 BPA 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 U.S. probation and pretrial services office and the vendor's acceptance of the referral. If the government has awarded more than one vendor on a BPA, referrals will be rotated among all 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 four 12-month options, shall not exceed 60 months. BPAs will be issued to 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 and pretrial services office. An asterisk (*) indicates a requirement line item that has been modified under "Local Services." Offerors shall submit pricing and proposal information related only to the required services. Services proposed, but not required, will not be evaluated or included under any resultant agreement. Offerors that fail to provide pricing on all identified project codes (except for actual cost or administrative fees) will be considered technically unacceptable.

(**Note:** The fiscal year for the federal government begins on October 1 of one calendar year through September 30 of the next year. Pricing shall include the base fiscal year and pricing for each fiscal option year.)

(**Note:** Estimated monthly quantities (EMQs) represent the estimated total monthly quantities to be ordered per project code. However, EMQs are only estimates and do not bind the government to meet these estimates.)

SELECT	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANITY		UNIT PRICE
RESIDENTIAL PLACEMENT:					
X	9905	Provision of Shelter	Base Year	30	______
			Option Year 1	30	______
			Option Year 2	30	______
			Option Year 3	30	______
			Option Year 4	30	______
				Unit: Daily Rate Per Person	

Unit prices for residential placement shall include all requirements for Project Code 9905, including the following:

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

See Section G.5 for daily rate calculations.

SELECT	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANITY		UNIT PRICE
URINE COLLECTION (FOR RESIDENTS ONLY):					
X	1010	Urine Collection	Base Year	4	______
			Option Year 1	4	______
			Option Year 2	4	______
			Option Year 3	4	______
			Option Year 4	4	______
				Unit: Per Specimen	
BREATHALYZER (FOR RESIDENTS ONLY):					
X	1504	Breathalyzer	Base Year	2	______
			Option Year 1	2	______
			Option Year 2	2	______
			Option Year 3	2	______
			Option Year 4	2	______
				Unit: Per Person	

SECTION C. DESCRIPTION/STATEMENT OF WORK

C.1 Provision of Services

(A) The U.S. probation and pretrial services office (hereafter USPO/USPSO office) shall provide a Form PROB 45 Treatment Services Contract Program Plan for each Defendant that authorizes the provision of services. The vendor shall provide services strictly in accordance with the Program Plan for each Defendant. The Judiciary shall not be liable for any services provided by the vendor that have not been authorized for that Defendant in the Program Plan.

(B) The USPO/USPSO office may provide amended Program Plans during the course of treatment. The USPO/USPSO office will notify the vendor verbally and in writing via the Program Plan when services are to be terminated, and the Judiciary shall not be liable for any services provided by the vendor subsequent to the verbal or written notification.

C.2 Introduction

(A) Under the authority contained in 18 U.S.C. §§ 3154 and 3672, contracts or blanket purchase agreements (BPA) may be awarded to provide services for residential placement for defendants on pretrial release as an alternative to detention. Such services may be provided to federal defendants and material witnesses supervised by the USPO/USPSO under the terms of this agreement. The vendor shall submit invoices for services provided to the referring agency.

(B) 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.

(C) The services to be performed are indicated in Sections B and C of this agreement. The vendor shall comply with all requirements and performance standards of this agreement to ensure the effective and efficient delivery of services. The vendor is responsible for their knowledge of the agreement and shall adhere to these standards to maintain the quality and integrity of the authorized services.

(D) The Judiciary will refer clients on an "as-needed basis." The Judiciary does not guarantee referrals for a specific quantity of services or a specific number of persons.

C.3 Definitions

(A) **“AO”** refers to the Administrative Office of the U.S. Courts.

(B) **“AMO”** is the AO’s Acquisition Management Office.

(C) **“Authorized Representative”** means any person, persons, or board (other than the Contracting Officer and chief USPO/USPSO authorized to act for the head of the agency.

(D) **“Case Staffing Conference”** is a collaborative meeting involving the officer; the vendor; and, when possible, the Defendant to exchange information, identify issues, and ensure that the purpose of services is focused on targeting the individual’s identified risks and goals.

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

(F) **“Contracting Officer (CO)”** means the duly Authorized Representative to execute this Agreement on behalf of the judiciary and any other successor CO who has responsibility for this agreement. The term includes, except as otherwise provided in this Agreement, the Authorized Representative of a CO acting within the limits of their written authority.

(G) **“Co-Payment”** is any payment from the Defendant for services rendered or a third-party reimbursement.

(H) **“Defendant”** means any pretrial releasee receiving halfway house placement and related services while under the supervision of the USPO/USPSO office.

(I) **“Designee”** means the person selected by the chief USPO/USPSO to act on their behalf in drug, alcohol, and mental health treatment matters.

(J) **“Facility Sign-In/Sign-Out Log”** is a document the vendor will use for each Defendant for halfway house services being offered/provided per Program Plan requirements. The Sign-In/Sign-Out log includes a place for the Defendant to sign for services based on project code, with a time-in/out, vendor initials, Co-Payment received, and comments (including a comment if the Defendant failed to report or if no services were provided/received within the month). This document accompanies the monthly invoice.

(K) **“Judiciary”** means U.S. Government.

(L) **“Monthly Sign-In Log”** is a document the vendor will use for each Defendant to verify that treatment services are being offered/provided per Program Plan requirements. The Monthly Sign-In Log includes a place for a Defendant to sign for services based on project code, with a time in/out, vendor initials, Co-Payment received, and comments (including a comment if the Defendant failed to report; if no services were provided/received within the month; and if telehealth was provided, including the means in which the session was provided, including teleconference, videoconference, and internet). This document accompanies the monthly invoice, and a separate document should be created for each service provided under the agreement.

(M) **"Program Plan" or "Form PROB 45"** refers to a document submitted by the USPO/USPSO per a Defendant that outlines only services the vendor is authorized to provide and invoice to the Judiciary. The program plan requires only the referral agent's signature.

(N) **"PTRA"** means the Pretrial Risk Assessment, an assessment administered by the USPO/USPSO with the Defendant and is used to determine the likelihood of failure to appear and new criminal arrests or revocations due to technical violations.

(O) **"U.S. Probation Officer (USPO)"** and **"U.S. Pretrial Services Officer (USPSO)"** means a person appointed by the U.S. district court to provide pretrial, presentence, and supervision (pre and post sentence) services for the court. USPO and USPSO refer to the people responsible for the direct supervision of a Defendant receiving pretrial shelter, drug/alcohol testing and/or substance use assessment/treatment, mental health assessment/evaluation/treatment, sex offense-specific evaluation/treatment/testing, and/or specialized treatment for pretrial defendants charged with a sex offense.

C.4 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:

- **C.13** – Defendant Reimbursement and Co-Payment
- **C.14** – General Requirements
- **C.16** – Notifying USPO/USPSO of Defendant Behavior
- **C.17** – Staff Requirements and Restrictions
- **C.18** – Facility Requirements
- **C.19** – Local Services (if applicable)

C.5 Provision of Shelter (9905)

The vendor shall provide residential placement for defendants (males and females) on pretrial release as an alternative to detention. If residential placement services are needed for only males or only females, the CO shall include a local service requirement to specify. Defendants placed in housing can include defendants who:

- are transient and lack suitable housing, resulting in their residential status being assessed a risk of nonappearance in court or community safety;
- need close surveillance monitoring;
- may be considered at risk of making their future court commitments; and/or
- pose a potential risk to the community, if not required to be in residential placement.

(A) Administration and Organization

The vendor shall:

(1) hold meetings at least monthly with facility staff to foster communication, establish policy, discuss problems, ensure compliance with requirements, and implement programs. Minutes from the meetings shall be kept and made available to the USPO/USPSO upon request;

(2) maintain a current written operations manual that shall be available to and reviewed at least annually by the facility staff. The manual shall describe the facility's purpose, program service, and policies and procedures for all elements of work contained in this manual. The vendor must operate according to this manual. As needed, but not less than annually, the vendor shall update the manual to reflect current policy and provide a copy of the manual to the USPO/USPSO;

(3) have a written system for disseminating new or revised policies or procedures to staff; volunteers; and, if appropriate, defendants and notify the USPO/USPSO of such;

(4) conduct an internal audit of the program at least annually. Written findings and a plan describing corrective actions shall be forwarded to the CO within the USPO/USPSO office within 30 days following the completion of the audit;

(5) have a written policy addressing conflicts of interest, including a prohibition against facility Employees using their official position to secure privileges or advantages;

(6) maintain liability and property insurance for the facility and equipment throughout the term of the BPA;

(7) ensure that, under no circumstances, shall a Defendant or another person under criminal justice supervision be in a position of control or authority over other defendants;

(8) ensure that facility staff use physical force only in instances of justifiable self-defense for the prevention of loss or damage to property or to prevent a Defendant from self-inflicted harm. Safety of defendants and staff shall

be given the highest priority only to the degree of force necessary to control the situation; excessive force is prohibited;

(9) immediately notify the assigned supervision officer of any physical force incident involving a federal Defendant. The vendor will provide the assigned supervision officer with a follow-up written report within 24 hours of the incident. If the assigned USPO/USPSO is not available, the facilitator shall notify a supervisor or the duty officer;

(10) have and implement a written policy for staff and program participants that prohibits the use or possession of any type of firearm, destructive device, or other dangerous weapons in the contract facility;

(11) provide for the translation of facility rules, emergency diagrams, and other related documents into a foreign language as required by the composition of the Defendant population;

(12) ensure that defendants are not used for medical, pharmaceutical, or cosmetic experiments;

(13) not deviate from the provisions of the Statement of Work without the CO's prior written permission;

(14) notify the chief USPO/USPSO or the chief's Designee immediately upon receipt of a request or contact from any media representative or any person who is to gather or report news for any news media. Contacts and requests include, but are not limited to, interviews, visits, or impromptu questions with staff or defendants. No information shall be provided to the media before notifying the chief USPO/USPSO; and

(15) have and implement a written policy for staff and program participants that prohibits the use and possession of a narcotic drug or other Controlled Substances defined in 21 U.S.C. § 802, unless prescribed by a licensed medical practitioner.

(B) Referral and Intake Processing

The vendor shall:

(1) ensure that the USPO/USPSO provides a completed program plan to the director (or Designee) of the housing facility before accepting a referral;

(2) inform the USPO/USPSO in writing within 24 hours after receipt of the Program Plan regarding the decision to accept or deny placement of a Defendant into the housing facility after receiving the Defendant's background information.

(3) ensure that the intake process includes:

(a) preparation of an initial intake form that documents, at a minimum:

- name;
- home address;
- date of birth;
- reason for referral;
- whom to notify in case of emergency;
- date information is gathered;
- name of the referring source and officer;
- special medical needs or problems;
- disposition of personal property upon leaving the facility or death;
- personal physician (if any); and
- the signature of the Defendant and staff member taking the information.

This form shall be placed in the front section of the Defendant's file to facilitate easy access by staff;

(b) collection of the first urine specimen, in accordance with Section 2, if such has been authorized on the Program Plan; and

(4) ensure that, upon admission to the housing facility, each Defendant receives a copy of the facility's established rules and regulations. Copies of these documents shall also be posted at a prominent location, accessible to all participants of the facility. The Defendant's file shall contain a receipt, signed by the Defendant, stating that the Defendant has received and understands the contents of the rules and regulations.

(C) Authorized Absences

The vendor shall:

(1) if approved by the USPO/USPSO, documented, and communicated to the vendor, grant leave for employment and other approved program activities (e.g., seeking employment, taking court-approved furlough, eating meals off-site, attending religious services, meeting with an attorney, attending court);

(2) authorize a Defendant to leave the facility through a sign-out procedure (see (D) Security and Accountability below);

(3) with the USPO's/USPSO's documented approval, grant a Defendant's request to operate motor vehicles if proof of licensing, valid insurance, and

registration is provided to the director of the housing facility. The director or the director's Designee shall maintain copies of these records in the Defendant's file. Driving privileges shall be granted only for approved activities as listed in (C) (1) Authorized Absences above; and

(4) charge one-half of the daily rate stated in Section B when a Defendant is on approved leave from the facility for 24 hours or more. This amount shall preserve the Defendant's residential place at the facility during approved leave.

(D) Security and Accountability

The vendor shall:

(1) maintain a Defendant accountability program that ensures that every Defendant is accounted for while in the facility. An accountability and security inspection plan provides a safe and secure environment for staff and defendants. The program shall:

(a) control the introduction of contraband;

(b) ensure the facility's safety and security;

(c) prevent defendants from leaving the facility unauthorized and undetected;

(d) maintain sanitary standards; and

(e) eliminate fire and safety hazards;

(2) monitor and control access to the facility's Sign-In/Sign-Out Log for defendants and any visitors; and

(3) establish procedures for locating and verifying the whereabouts of a Defendant at all times when away from the facility. (The use of location monitoring equipment shall be permitted only in accordance with (I)(12) Facility Requirements of this section.) The procedures shall include a formal Sign-In/Sign-Out log sheet for each Defendant. Each log sheet shall contain:

- the Defendant's name;
- time out;
- destination;
- purpose of the leave;
- scheduled return time;
- a section for special comments;
- notation of USPO/USPSO who authorized leave; and
- certification of staff's signature or initials.

To maintain accountability each day throughout the sign-out time(s), the contractor will contact the Defendant by telephone or in person at random times at work, home, or an authorized destination. This shall occur at least twice a day when a Defendant is employed full-time or away from the facility for the equivalent time. These contacts should be made discreetly to comply with disclosure and confidentiality requirements.

(E) Response to Noncompliant Behavior

The vendor shall:

(1) take necessary steps to protect staff and other defendants at the facility. Any apparent violation or infraction by a Defendant shall be reported to the USPO/USPSO in accordance with the requirements of this agreement, including the section in this document titled "General Requirements," to resolve the violation or initiate immediate court intervention, action, or both. If a Defendant is involved in a serious infraction of rules and regulations, the Defendant shall be restricted to an appropriate location within the facility until the USPO/USPSO can be notified for appropriate action. When an infraction is reported to the USPO/USPSO, the director of the housing facility or the director's Designee shall recommend, in writing to the USPO/USPSO, an appropriate response to the noncompliant behavior; and

(2) notify the USPO/USPSO in accordance with the requirements of this agreement, including the section in this document titled "General Requirements," if the Defendant deviates from the defendant's approved scheduled leave from the facility, fails to return to the housing facility at the time prescribed, or absconds from the facility. If a Defendant returns after being placed on absconder status, the procedure identified in (E) (1) Response to Noncompliant Behavior above will apply.

(F) Staff Qualifications

The vendor shall:

(1) have adequately trained, physically able, paid staff on the premises to provide 24-hour coverage 7 days a week. Staff may not sleep during their assigned shifts;

(2) provide for the appropriate supervision of federal defendants and the orderly running of the facility. A minimum ratio of 1 staff member for every 25 residents (1:25) shall be ensured at all times;

(3) maintain the staff/resident ratio specified in the contract throughout the performance of the contract, unless otherwise authorized in writing by the chief USPO/USPSO or the chief's Designee.

(4) notify the chief USPO/USPSO or the chief's Designee of any unforeseen circumstances that may affect the safety, security, or orderly running of the facility;

(5) ensure that the person in charge of the facility (director, facility manager, or person with overall authority), possesses a baccalaureate degree in a social or behavioral science with one year of related experience or five years of experience in correctional supervision or management;

(6) ensure that all key personnel are full-time Employees (full-time employment is defined as 40 hours per week). Key personnel are defined as those who hold the positions of the facility director, case manager/ counselor, or other Individuals in equivalent positions. Any proposed changes in key personnel shall be submitted to the CO for approval. Paraprofessionals (i.e., interns) are not considered full-time Employees;

(7) keep written position descriptions that accurately describe current duties for all staff under this BPA;

(8) establish minimum employment qualifications for all staff under this agreement;

(9) provide facility staff with at least 20 hours of annual training relating to the facility's operation. The contractor shall document the training topics, date, time, and participants. The training shall cover at least the following topics:

(a) Emergency plans;

(b) Staff integrity and ethics;

(c) Accountability and security procedures;

(d) Life, safety, and emergency procedures;

(e) Prevention, identification, and handling of sexual abuse/assault incidents and sexual harassment;

(f) Basic first aid;

(g) Requirements for controlling and distributing prescribed; and

(h) in accordance with Section O (Emergency Medical Service):

(i) concentrate case management staff during hours when most defendants are present at the facility; and

(ii) use volunteers only at the discretion of the chief USPO/USPSO.

(G) Facility Location

The vendor shall:

(A) provide a facility located within one mile of public transportation; or

(B) furnish transportation for a Defendant to public transportation or employment and/or program participation activities at no charge to the Judiciary.

(H) Code Compliance

The vendor shall:

(1) 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; and

(2) provide, upon request of the CO in the USPO/USPSO office, copies of inspection certificates or licenses indicating compliance or noncompliance with (I) (1) Facility Requirements below.

(I) Facility Requirements

The vendor shall:

(1) provide well-lit and ventilated living quarters;

(2) supply each Defendant with a bed, mattress, and one closet or metal locker that provides for adequate space for the storage of personal items;

(3) supply each Defendant with a complete set of bed linens and towels that are, at a minimum, exchanged or washed weekly;

(4) provide toilet, wash basin, and bathing facilities on the premises. The contractor shall ensure that there are adequate lavatory facilities to accommodate the facility population. Showers and wash basins shall have hot and cold water;

(5) ensure that defendants are afforded a reasonable degree of privacy. The facility shall provide for separate sleeping, bathing, and toilet facilities for male and female residents;

(6) ensure that its facility has adequate access for defendants with physical disabilities or shall provide contingency plans to provide services to these defendants. The USPO shall approve contingency plans;

(7) provide private meeting space in the facility to accommodate Defendant meetings with the USPO/USPSO, attorneys, and counselors who may be brought in by pretrial and probation officers to meet with defendants;

(8) provide space and furnishings for activities such as group meetings, visits, and recreation in the facility;

(9) provide operable laundry facilities to all defendants at no additional charge to the Defendant or the government;

(10) provide a dining area, regardless of the food service method used, that is not part of an establishment that serves alcoholic beverages;

(11) provide pay telephone facilities that are accessible to defendants on the facility's premises; and

(12) coordinate with the USPO/USPSO to accommodate location monitoring equipment requirements, if necessary. (Specifics to be addressed by approved local needs.)

(J) Emergency Plans

The vendor shall:

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

(2) conduct quarterly evacuation drills when a representative number of defendants are present and document such; and

(3) train all facility personnel to implement the emergency and evacuation plans and document such training.

(K) Safety Precautions

(1) The vendor shall provide:

(a) at least two means of exit from each floor level in the facility;

(b) smoke detectors on each floor, providing complete and prompt coverage;

(c) electrically lighted exit signs and egress routes with backup battery powered emergency lighting;

(d) portable fire extinguishers throughout the facility that are appropriately rated and classed (i.e., Rated 2A; Class A extinguisher per 600 square feet for light hazard occupancy with a maximum travel distance of 75 feet to an extinguisher); and

(e) clean and sanitary facilities and surrounding areas and clear hallways, stairs, and exits.

(2) The vendor shall ensure that:

(a) fire inspections and testing of fire equipment by the equipment representative are conducted in accordance with state and local laws and ordinances and conducted at least semiannually;

(b) there are no mattresses or pillows that contain polyurethane or polystyrene; and

(c) hazardous materials (e.g., paint, adhesives, thinners) are appropriately stored in secure metal containers away from areas such as sleeping quarters, kitchens, furnaces, stairwells, and exits.

(L) General Food Service

The vendor shall:

(1) provide meals for defendants whose work schedule prevents them from eating at designated mealtime;

(2) provide reasonable food selections daily;

(3) provide nutritious, varied, and balanced sack lunches for defendants who will be working at mealtime;

(4) prepare menus at least a week in advance and keep menus for three months;

(5) have a registered dietitian or physician annually approve the nutritional value of fixed menus, semiannually approve non-fixed menus, and document such;

(6) plan diets according to physicians' requirements, if applicable; and

(7) ensure that all persons preparing food comply with applicable federal, state, and local health laws, codes, and regulations.

(M) U.S. Food and Drug Administration (FDA)

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

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

(N) Vendor Meals Served in Restaurants

The vendor shall ensure that restaurants preparing and serving food to defendants:

(A) are full service;

(B) have a valid state or local license, certificate, or permit to operate, prepare, and/or serve food;

(C) follow the most recent version of the FDA Food Code; and

(D) meet all state and local sanitation and health laws, codes, and regulations.

(O) Emergency Medical Service

The vendor shall:

(1) keep basic first-aid supplies, as set forth in the American Red Cross First Aid Manual, available and conveniently located on-site at all times;

(2) train at least one staff member on each shift in emergency first aid, CPR, and automated external defibrillator (AED);

(3) ensure that emergency medical service is available 24 hours a day, 7 days a week with a licensed general hospital, private physician, or clinic;

(4) ensure that defendants are responsible for their own medical and dental expenses. If the Defendant has no resources, the vendor shall make every effort to secure no-cost treatment and help the Defendant identify available community resources;

(5) maintain and follow a written policy and procedure regarding the control and distribution of a defendant's prescribed medication; and

(6) ensure that prescribed medication is kept in a locked and secure area that defendants cannot access. Medications shall not be kept in defendants' sleeping areas or with their personal items.

C.6 Urine Collection and Reporting for Pretrial Shelter Residents Only (1010)

The vendor shall perform the following procedures related to the collection of urine specimens. The Designee will provide the vendor with the necessary urinalysis collection materials (i.e., chain-of-custody forms, vials, specimen bags, mailing boxes, and mailing labels that include the cost of shipping). However, the vendor is responsible for printer ink, disposable gloves, cleaning agents, coloring agent, etc.

(A) Storage of Urinalysis Supplies

The vendor shall store all urinalysis supplies in a secure area, with access limited to authorized vendor Employees involved in the collection process.

(B) Secure Collection Area

The vendor shall:

(1) to the extent possible, provide a lavatory only for collecting urine specimens that is not used by staff or others not providing a urine specimen; and

(2) if the lavatory is used by others not providing a urine specimen:

(a) limit the possibility of any interference with the collection process or adulteration of the specimen; and

(b) limit access during the collection process to those involved in the collection of urine specimens.

(C) Safety Precautions and Collector Training

The vendor shall:

(1) ensure that collectors reviewed and acknowledged the federal OSHA blood-borne pathogen regulations (29 C.F.R. 1910.1030). The vendor shall document the same in the collector's personnel file, and the collector must certify that they have received and understand the regulations. The vendor shall provide the documentation to the CO upon request;

(2) ensure that all personnel handling urine specimens wear disposable gloves designed for protection against biohazards and are familiar with standard precautions for handling bodily fluids; and

(3) ensure that collector training includes fostering respectful and appropriate interactions with defendants, regardless of gender, biological sex, race, ethnicity, religion, cultural background, sexual orientation, or other personal characteristics.

(D) General Urine Specimen Collection Procedures

The vendor shall ensure that defendants:

(1) remove jackets, coats, and large pocket items before entering the collection area. These items can be placed on a hook or table inside the collection area;

(2) set aside purse or other carried items. These items can remain in the collection areas. However, they must remain outside of immediate access from the Defendant;

(3) vigorously wash their hands using soap and water, then thoroughly rinse their hands to remove all soap and any adulterants from under the fingernails or on the skin, finally drying their hands completely before voiding; and

(4) roll up long-sleeve shirts or blouses so the collector can examine their arms to detect tampering devices or adulterants.

The vendor shall ensure that collectors:

(a) verify the Defendant's identity by means of a state driver's license, state identification, or other acceptable form of photo identification;

(b) collect specimens from only one donor at a time. Both the donor and the collector shall keep the specimen bottle/container in view at all times before it is sealed and labeled;

(c) complete a chain of custody before a Defendant voids following chain-of-custody procedures, peel the barcode label from the chain-of-custody form, and place it on the bottle;

(d) collect a bottle of urine, with a minimum of 30 milliliters of urine to allow the laboratory to conduct the initial presumptive screen and confirmation tests. A specimen with less than 10 milliliters of urine is not acceptable for testing and shall not be submitted unless specifically authorized by the USPO/USPSO office, as the nationally contracted laboratory will not test it due to insufficient quantity;

(e) not flush the urinal/commode until the collection is completed and the collector advises that it is safe to do so (a coloring agent is not necessary for direct observation of urine collection);

(f) observe and document any indication (unusual color, odor) of specimen dilution and/or adulteration or any unusual collection events or discrepancies;

(g) close and tightly secure the specimen collection container to ensure that it will not leak. The collector shall ensure that the container is tightly secured;

(h) review the temperature of the specimen to determine if it is near body temperature, if applicable. If the Designee provides temperatures strips, the specimen's temperature should be measured within 4 minutes of collection and should be within a range of 90-100 degrees;

(i) use tamper-evident tape or a label across the top of the bottle cap and down the sides of the bottle. The collector or Defendant shall initial the tamper tape or label;

(j) sign the Specimen Collection Statement on the chain-of-custody form. The collector shall not sign the certification area of the form until the collection process is completed;

(k) have the Defendant sign or initial the chain-of-custody form after the collection process is completed; and

(l) follow notification protocols outlined in this Statement of Work under "Notifying USPO/USPSO of Defendant Behavior."

(E) Observed Urine Specimen Collection Procedures

(1) The vendor shall directly observe defendants voiding into a specimen collection container. Collectors conducting direct observation of urine collection shall be the same biological sex as the Defendant providing the specimen (no exceptions).

(2) The use of mirrors is acceptable if they aid the collector in viewing the voiding process. The USPO/USPSO must approve the use of such mirrors.

(F) Unobserved Urine Specimen Collection Procedures

The vendor shall perform the following urine specimen collection procedures if circumstances prevent the observed collection of a specimen. Unobserved urine collection should be a rare occurrence and not a general manner of vendor operations. The vendor shall ensure that collectors:

(1) take unobserved specimens only when the Defendant and the collector are not of the same biological sex or it is virtually impossible to collect an observed specimen. If circumstances necessitate the collection of unobserved specimens, the vendor shall contact the USPO/USPSO for approval. If unobserved collection has not been approved, the vendor shall not invoice for the collection;

(2) secure any source of water in the area where the collection occurs by shutting off the water or securing its access with tamper-evident tape;

(3) remove and/or secure any agents that could be used to adulterate the specimen, such as soaps, cleaners, and deodorizers;

(4) clearly document on the chain-of-custody form and urinalysis testing log any unobserved collections and document any obvious signs of substitution or contaminants;

(5) when provided by the Designee, use a temperature strip to measure urine specimen temperatures, which should range between 90 and 100 degrees Fahrenheit. The time from voiding to temperature measurement is critical and, in no case, shall exceed four minutes;

(6) obtain a second specimen from the Defendant if the urine specimen temperature is outside the specified range. To prevent diluted specimens, limit fluid intake by the Defendant to no more than eight ounces per hour;

(7) place a coloring agent in the commode to deter dilution of the specimen with commode water; and

(8) follow all general collection procedures in subsection (D) General Urine Specimen Collection Procedures.

(G) Urine Specimen Mailing and Storage

(For specimens shipped or transferred to contract national drug testing laboratories or on-site instrumented drug testing laboratories)

The vendor shall ensure that:

(1) every specimen shipped or transferred to a testing facility is contained in a collection container specifically designed to withstand the rigors of transport. The Designee shall provide all collection containers;

(2) the collector places the specimen and corresponding chain-of-custody form in the approved shipping container, notifies the shipper/delivery service/ courier that the specimen(s) are ready to be delivered to the laboratory,

and places such containers in the custody of an approved delivery service or courier;

(3) specimens are mailed/shipped no later than the close of business the day the specimens are collected or the morning of the day following the collection; and

(4) urine specimens are stored in a secure area, with access limited to collectors or other vendor-authorized personnel.

(H) "No Test" Policy

(1) The urinalysis laboratories under contract with the AO will test urine specimens only if all of the following conditions are met.

(a) The specimen contains no less than 10 milliliters of urine.

(b) The specimen's security seal or tamper-evident system (e.g., tape) is present and intact.

(c) The specimen bar code label is present.

(d) The specimen is accompanied by the chain-of-custody form.

(e) The specimen identifier (i.e., bar code number) on the bottle is identical to the number on the chain-of-custody form.

(f) The collector's signature is on the chain-of-custody form.

(2) When any of the above conditions are not met, "No Test" will be stamped on the request report form, and the reason for the no test will be checked or written in the space provided. Specimens that cannot be tested will be discarded. The vendor shall ensure that all above conditions are present for specimens sent to the national drug testing laboratories and local or regional on-site laboratories. For districts using a local or regional on-site laboratory for testing samples, the chain-of-custody form shall also include the Defendant's signature.

(3) For specimens that are received by the national drug testing laboratories or local or regional on-site laboratories and are untestable, in accordance with the no-test policy or failure to follow the required collection guidelines, the vendor shall not invoice the district for the cost of the collection. The Designee will notify the vendor of untestable specimens.

(I) Random Urine Specimen Collection Procedures

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

(1) The vendor shall collect random urine specimens at the frequency determined and authorized in the Program Plan.

(2) The vendor shall collect random urine specimens when defendants have less than 24 hours' notice to submit a urine specimen.

(3) The vendor cannot change a randomly scheduled urine collection time and date without the CO's advance approval.

(4) At the CO's request, the vendor shall develop and operate an automated notification system for random urine collections, subject to the CO's approval before use.

(J) Urine Specimen Collection Records and Reports

Urinalysis Testing Log

(1) The vendor shall maintain a log approved by the USPO/USPSO for all urinalysis specimens collected, which shall indicate:

(a) the Defendant's name and PACTS number;

(b) the vendor's name and agreement number;

(c) month/year;

(d) collection date;

(e) the Defendant's signature;

(f) the collector's name;

(g) medications taken;

(h) test results (if applicable);

(i) admission of drug use (if applicable);

(j) co-pay collected (if applicable); and

(k) notes about observations during collection.

(2) Before the use of any other log to record this information, the vendor shall seek approval of the log from the CO. (**Note:** Allowing participants to see the names or signatures of other defendants violates federal confidentiality regulations regarding disclosure of drug or alcohol treatment records.)

(K) National Contract Urinalysis Laboratories

Some initial urine specimens are analyzed under a separate national laboratory contract secured by the AO. Any confirmation testing completed on urine specimens that have a presumptive positive result shall be done by the national contract testing laboratory. The Designee shall provide supplies and instructions for the shipping and handling of specimens.

(L) Onsite Screening Urinalysis Laboratory

Urine specimens are analyzed by on-site local or regional laboratories at some locations in USPO/USPSO offices. Specimens sent to these facilities shall be processed in the same manner as listed above. Upon award, the CO shall notify the vendor that it uses an on-site testing laboratory and provides supplies and instructions for the shipping and handling of specimens.

C.7 Urine Collection/Testing Non-Instrumented Drug Testing Devices (NIDTs) for Pretrial Shelter Residents (1011):

Non-instrument drug testing (NIDT) uses methods of urine testing that do not require laboratory instruments for the initial analysis. The device used provides an immediate presumptive result. The vendor shall perform the following procedures related to the collection, testing, and reporting of urine specimens using NIDT devices. The Designee will provide the vendor with the necessary urinalysis collection materials (i.e., chain-of-custody forms, if applicable; NIDT devices). However, the vendor is responsible for printer ink, disposable gloves, cleaning agents, coloring agent, etc.

(A) Storage of Urinalysis Supplies

The vendor shall store all urinalysis supplies in a secure area with access limited to authorized vendor staff involved in the collection process.

(B) Secure Collection Area

(1) To the extent possible, the vendor shall provide a lavatory only for collecting urine specimens that is not used by staff or others not providing urine specimens.

(2) If the lavatory is used by others not providing a urine specimen, the vendor shall:

(a) limit the possibility of any interference with the collection process or adulteration of the specimen; and

(b) limit access during the collection process to those involved in the collection of urine specimens.

(C) Safety Precautions and Collector Training

The vendor shall:

(1) ensure that collectors receive appropriate detailed training that includes a review of the federal OSHA blood-borne pathogen regulations (29 C.F.R. 1910.1030). The vendor shall document the same in the collector's personnel file, and the collector must certify they have received and understand the regulations. The vendor shall provide the documentation to the CO upon request;

(2) ensure that all personnel handling urine specimens wear disposable gloves designed for protection against biohazards and are familiar with standard precautions for handling bodily fluids; and

(3) ensure that collector training includes fostering respectful and appropriate interactions with defendants, regardless of gender, biological sex, race, ethnicity, religion, cultural background, sexual orientation, or other personal characteristics.

(D) General Urine Specimen Collection Procedures

(1) The vendor shall ensure that defendants:

(a) remove jackets, coats, and large pocket items before entering the collection area;

(b) set aside purses or other carried items. These items can remain in the collection areas. However, they must remain outside of immediate access from the Defendant/person under supervision;

(c) vigorously wash their hands using soap and water, then thoroughly rinse their hands to remove all soap and any adulterants from under the fingernails or on the skin, finally drying their hands completely before voiding; and

(d) roll up long-sleeve shirts so the collector can examine their arms to detect tampering devices or adulterants.

(2) The vendor shall ensure that collectors:

(a) verify the Defendant’s identity by means of a state driver's license, state identification, or other acceptable form of photo identification;

(b) collect specimens from only one donor at a time. Both the donor and the collector shall always keep the specimen collection container in view before it is sealed;

(c) complete an NIDT collection form (provided by the Judiciary) before a Defendant voids;

(d) collect a minimum of 30 milliliters of urine to allow the laboratory to conduct confirmation testing. A specimen with less than 10 milliliters of urine is not acceptable for testing and shall not be submitted, as the laboratory will not test it due to insufficient quantity;

(e) not flush the urinal/commode until the collection is completed and the collector advises that it is safe to do so (a coloring agent is not necessary for direct observation of urine collection);

(f) observe and document any indication (unusual color, odor) of specimen dilution and/or adulteration or any unusual collection events or discrepancies;

(g) review the specimen’s temperature to determine if it is near body temperature, if applicable. If temperature strips are provided by the Judiciary, the specimen’s temperature should be measured within 4 minutes of collection and should be within a range of 90-100 degrees;

(h) perform test procedures according to the manufacturer’s procedures/instructions for completion of specimen testing;

(i) record test results on the urinalysis log (included within the Section J attachments and/or approved by the CO), if applicable;

(j) close and tightly secure the specimen collection container to ensure that it will not leak;

(k) for presumptive positive specimens, complete the appropriate chain-of-custody form with the Defendant. Use a tamper-evident tape from the chain-of-custody form across the top of the bottle cap and down the sides of the bottle. The collector or the Defendant shall initial the tamper tape or label. The collector shall sign the Specimen Collection Statement on the chain-of-custody form and have the Defendant sign the form. (This procedure is not mandatory for NIDTs when an instant negative result is obtained, and no further testing will be done on that sample); and

(l) follow notification protocols outlined in this Statement of Work under “Notifying USPO/USPSO of Defendant Behavior.”

(E) Observed Urine Specimen Collection Procedures

(1) The vendor shall directly observe defendants voiding into a specimen collection container. Collectors directly observing the urine collection process shall be the same biological sex as the Defendant providing the specimen (no exceptions).

(2) The use of mirrors is acceptable if they aid the collector in viewing the voiding process. The USPO/USPSO must approve such use of mirrors.

(F) Unobserved Urine Specimen Collection Procedures

The vendor shall perform the following urine specimen collection procedures if circumstances prevent the observed collection of a specimen. Unobserved urine collection should be a rare occurrence and not a general manner of vendor operations. The vendor shall ensure that collectors:

(1) take unobserved specimens **only** when the Defendant and the collector are not of the same biological sex or it is virtually impossible to collect an observed specimen. If circumstances necessitate the collection of unobserved specimens, the vendor shall contact the CO for approval before the collection. If unobserved collection has not been approved, the vendor shall not invoice for the collection;

(2) secure any source of water in the area where the collection occurs by shutting off the water or securing its access with tamper-evident tape;

(3) remove and/or secure any agents that could be used to adulterate the specimen, such as soaps, cleaners, and deodorizers;

(4) clearly document on the chain-of-custody form or urinalysis testing log any unobserved collections and document any obvious signs of substitution or contaminants;

(5) when using NIDTs for unobserved collection of a specimen, perform an adulteration test, including temperature, pH, and specific gravity tests, if provided by the Judiciary;

(6) if temperature strips are provided by the Judiciary, use a temperature strip to measure urine specimen temperatures, which should range between 90 and 100 degrees Fahrenheit. The time from voiding to temperature measurement is critical and, in no case, shall exceed four minutes;

(7) obtain a second specimen from the Defendant if the urine specimen temperature is outside the specified range. To prevent diluted specimens, limit the Defendant's fluid intake to no more than eight ounces per hour;

(8) place a coloring agent in the commode to deter dilution of the specimen with commode water; and

(9) follow all general collection procedures in (4) above.

(G) Random Urine Specimen Collection Procedures

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

(1) The vendor shall collect random urine specimens at the frequency determined and authorized in the Program Plan.

(2) The vendor shall collect random urine specimens when defendants have less than 24 hours' notice to submit a urine specimen.

(3) The vendor shall not change a randomly scheduled urine collection without the approval of the USPO/USPSO.

(4) At the CO's request, the vendor shall develop and operate an automated phone notification system for random urine collections, subject to the CO's approval, before use.

(H) Urine Specimen Collection Records and Reports

Urinalysis Testing Log

The vendor shall use the urinalysis testing log (included within Section J attachments) for all urinalysis specimens collected, which shall indicate:

- the Defendant's name and PACTS number;
- the vendor's name and agreement number;
- month/year;
- collection date;
- the Defendant's signature;
- the collector's name;
- medications taken;
- test results (if applicable);
- admission of drug use (if applicable);
- co-pay collected (if applicable); and
- notes about observations during collection.

(I) Reporting of Results

The vendor shall coordinate with the CO on the method and format for delivery of results reports at the end of each collection day. (Note: Allowing participants to see the names or signatures of defendants violates federal confidentiality regulations regarding disclosure of drug or alcohol treatment records.)

(J) Urine Testing

The vendor shall:

(1) ensure that personnel who perform drug testing using NIDTs follow the manufacturer's instructions and demonstrate proficiency in the use of the test device(s);

(2) test for drugs only as directed by the CO, using only devices provided by the Judiciary;

(3) perform tests according to the manufacturer's procedures, with the Defendant observing the process;

(4) record the NIDT test result on the urinalysis log and provide the USPO/USPSO with test results at a frequency and format as instructed by the CO;

(5) follow notification protocols outlined in this Statement of Work under "Notifying USPO/USPSO of Defendant Behavior"; and

(6) send presumptive positive specimens to the national drug testing laboratories under the CO's explicit instruction, using the procedures outlined in Urine Specimen Mailing and Storage.

(K) Specimen Processing

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

(a) discard the urine specimen by flushing urine down the commode and rinsing the emptied bottle. Urine is not considered biohazardous waste;

(b) discard the test device in compliance with federal, state, and local regulations. The test device, or any other solid waste exposed to urine as part of the collection and testing process, may require biohazard disposal. If such disposal is required, the vendor shall ensure that it is conducted in compliance with federal, state, and local regulations; and

(c) log the result(s) on the approved urinalysis testing log.

(2) For a presumptive positive test result(s), the vendor shall:

(a) remind the Defendant that the tests result(s) is presumptive and will be reported to the assigned officer;

(b) prepare the specimen(s) to send to the national laboratories by transferring the specimen(s) to a national laboratory bottle and completing the chain-of-custody form(s). The Judiciary shall provide all bottles and containers. Once transfer of the specimen is completed, the vendor shall discard the NIDT device(s). NIDT cups/bottles may be used only for shipping with the CO's advance approval;

(c) within 48 hours, send all presumptive positive NIDT specimens to the nationally contracted laboratory, unless otherwise directed by the CO; and

(d) follow notification protocols outlined in the Statement of Work under "Notifying USPO/USPSO of Defendant Behavior."

(3) If the Defendant refuses to sign the chain-of-custody form, the vendor shall:

(a) note the refusal on the form and instruct the Defendant to contact the Defendant's assigned USPO/USPSO immediately to provide notification of the Defendant's refusal to sign the form;

(b) follow notification protocols outlined in the Statement of Work under "Notifying USPO/USPSO of Defendant Behavior"; and

(c) ensure that the collectors do not insist that the Defendant sign the chain-of-custody form. The vendor shall record the Defendant's refusal to sign on the chain-of-custody form and in the Defendant's file (the national laboratory will test the specimen, even if the Defendant fails to sign the form).

(L) Urine Specimen Mailing and Storage (for specimens shipped or transferred to contract national contact laboratories)

The vendor shall ensure that:

(1) every specimen shipped or transferred to a testing facility is contained in a bottle or container specifically designed to withstand the rigors of transport. The Judiciary shall provide all bottles and containers. NIDT

cups/bottles may be used only for shipping with the CO's advance approval;

(2) the collector:

(a) places the specimen(s) and corresponding chain-of-custody form in the approved shipping container;

(b) notifies the shipper/delivery service/courier that the specimen(s) is ready to be delivered; and

(c) places such container in the custody of an approved delivery service or courier;

(3) specimens are mailed/shipped no later than the close of business the day the specimens are collected or, in the case of evening collections, the morning of the day following the collection; and

(4) urine specimens are stored in a secure area, with access limited to collectors or other vendor-authorized personnel.

(M) "No Test" Policy

(1) For presumptive positive NIDT results, the urinalysis laboratories under national contract with the AO will test urine specimens **only** if all of the following conditions are met:

(a) The specimen bottle contains no less than 10 milliliters of urine.

(b) The specimen security seal or tamper-evident system (e.g., tape) is present and intact.

(c) The specimen bar code label is present.

(d) The specimen is accompanied by the chain-of-custody form.

(e) The specimen identifier (i.e., barcode number) on the bottle is identical to the number on the chain-of-custody form.

(f) The collector's signature is on the chain-of-custody form.

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

(N) Drug Testing Invoicing (NIDTs)

The vendor shall:

(1) invoice only one unit of NIDT (PC 1011) per Defendant and per tested specimen. For example, if the NIDT device does not provide a test result or the test result is not readable, the test shall be conducted using another NIDT device at no additional charge to the Judiciary. The vendor shall include the “multiple test” factor in the unit price for this service;

(2) charge only one NIDT (PC 1011) to the Judiciary if the specimen is also sent to a national laboratory. Charging for PC 1010 (urine collection) and PC 1011 for the same specimen is not permitted. The vendor may include the additional work related to sending a specimen to a national laboratory and reporting the result in the unit price (PC 1011) for this service. Approximately 1 out of 10 samples will be prepared for mailing to a national laboratory, but not all samples will be sent because defendants may admit drug use; and

(3) for specimens that are received by the national drug testing laboratories and are untestable in accordance with the no-test policy or failure to follow the required collection guidelines, the vendor shall not invoice the district for the cost of the collection. The CO will notify the vendor of untestable specimens.

C.8 Sweat Patch Application and Removal for Pretrial Shelter Residents (1012):

The sweat patch is a white absorption pad, covered with a polyurethane dressing, that acts as a storage device for illicit drugs released from the body in sweat. It is used to monitor defendants for extended periods of time or to test defendants who have difficulty voiding due to documented medical conditions. The USPO/USPSO office will supply the patches. If the USPO/USPSO office approves the vendor’s use of the sweat patch on the Program Plan, the vendor shall use the following procedures for the application, removal, and testing process of the sweat patch:

(A) Staff Training

The vendor shall:

(1) ensure that its staff are trained in sweat patch procedures before applying or removing a patch. Staff should:

(a) view the video presentation;

(b) read the sweat patch training manual provided by the USPO/ USPSO;

(c) take and pass the certification test provided by the sweat patch vendor;

(d) perform the procedures contained in this section of the Statement of Work; and

(2) document training for staff whom it authorizes to apply and remove sweat patches. This documentation must include a certificate from the sweat patch vendor that indicates successful completion of the certification test. The vendor shall ensure that training includes fostering respectful and appropriate interactions with defendants, regardless of gender, biological sex, race, ethnicity, religion, cultural background, sexual orientation, or other personal characteristics.

(B) Storage

The vendor shall ensure that:

(1) patches are stored in a secure area, with access limited to collectors or other authorized vendor staff; and

(2) patches are stored at temperatures between 36 and 78 degrees Fahrenheit.

(C) Safety Precautions

The vendor shall:

(1) ensure the integrity of the collection process and make every effort to eliminate the possibility of external contamination. Staff shall wear gloves while applying and removing the patch and avoid touching the collection pad during the process; and

(2) if a witness is available, have a witness present when the Defendant and the collector are of the opposite biological sex.

(D) Sweat Collection and Duration of Sweat Patch Use

The vendor shall:

(1) ensure that a patch is worn for at least 24 hours. The maximum wear time for the patch is 7 to 10 days or up to 14 days with use of an overlay; and

(2) follow notification protocols outlined in this Statement of Work under "Notifying USPO/USPSO of Defendant Behavior" if a Defendant reports with a sweat patch that is falling off, has fallen off, or is missing. In consultation and with approval of the USPO/USPSO, the vendor shall stop using a sweat patch on defendants who continue to find it difficult to retain the patch on their skin.

(E) Sweat Patch Application

The vendor shall follow the procedures demonstrated in the web-based sweat patch training and shall:

(1) complete the left side of the sweat patch chain-of-custody form with:

(a) the Defendant's name, PACTS number, and sweat patch identification number (on the outside of the film of the sweat patch);

(b) the date the patch is applied;

(c) the observer's initials;

(d) the initials of the Defendant/person under supervision;

(e) test ordered; and

(f) reason for specimen;

(2) advise the Defendant that the patch may be placed on the upper arm, the lower back, or the front kidney area; ask the Defendant where the defendant would prefer to have the patch applied; and apply the patch on the preferred location, but avoid placement on tattooed, abraded, cut, irritated or sensitive skin;

(3) direct the Defendant to clean the area with soap and cool water or with a disposable towelette. An abrasive pad may be used to clean dry skin and dirt;

(4) wearing disposable gloves, thoroughly clean the skin by using alcohol wipes; repeat the cleansing, if the wipe is dirty; and allow the area to dry for approximately 90 seconds to avoid alcohol bums to the skin;

(5) have the Defendant flex the upper arm for arm placement, bend forward slightly at the waist for back placement, or bend backward slightly at the waist for front kidney placement; place the patch on the skin and press firmly to promote proper adhesion; pull parallel to the skin when removing the paper border, not outward and up from the patch; and, as the paper border is removed, follow right behind with a finger pressing on the polyurethane film;

(6) instruct the Defendant to remove a sweat patch, if the Defendant experiences a rash or any skin irritation, and immediately report the problem to the vendor and USPO/USPSO or follow other notification protocol outlined by the CO;

(7) sign the certification section on the left side of the sweat patch chain-of-custody form; and

(8) provide clear instructions as to scheduling for removal of the patch.

(F) Sweat Patch Removal

The vendor shall ensure that collectors follow the procedures demonstrated in the training video, particularly the following:

(1) Retrieve the original sweat patch chain-of-custody form completed at the time of application and compare the sweat patch identification number written on the form with the number printed on the outside of the patch. If the numbers agree, wearing a new pair of disposable gloves, the observer shall peel back the top edge of the sweat patch sufficiently to expose the pad. The observer shall inspect the pad to ascertain whether there are any signs of tampering.

(2) To ensure that the pad is not contaminated by the observer or the Defendant/person under supervision, the pad shall be removed with a clean pair of single use disposable tweezers and immediately placed in the specimen bag.

(3) Affix the bar code sticker from the chain-of-custody form to the outside of the specimen bag and affix the security seal from the chain-of-custody form to seal the bag closed. Write the date the patch was removed on the security seal and initial it.

(4) Remove the outside film of the sweat patch and visually inspect. If signs of tampering are evident, it should be noted on the chain-of-custody form. Do not include the outside film or overlay in the specimen bag with the absorbent pad. This will result in a no test, and the vendor will not be reimbursed for the service.

(5) The observer shall complete the right side of the sweat patch chain-of-custody form with the:

- removal date;
- observer’s initials;
- Defendant’s initials;
- tamper statement;
- a comment to include wear the patch was worn; and
- medications taken.

The Defendant and the observer shall sign the certification statements on the chain-of-custody form.

(6) Place the completed chain-of-custody form into the transport bag along with the sealed specimen bag containing the absorbent pad.

(7) Ensure that the specimen is kept at room temperature in a secure area and mailed or shipped within 24 hours to the laboratory for analysis. The vendor is responsible for postage/shipping costs related to sending samples for analysis.

(8) Provide the Defendant/person under supervision with clear instructions about when to report for reapplication, if applicable.

(G) Sweat Patch Test Policy

A laboratory will test sweat patches only if all of the following conditions are met:

(1) The absorption pad is accompanied by a chain-of-custody form, signed and completed by the collector.

(2) The absorption pad is in a specimen bag and the security seal is present, initialed by collector, and intact.

(3) A barcode label is present on the specimen bag and a security seal is present and intact.

(4) The sweat patch number on the polyurethane film matches the sweat patch number on the chain-of-custody form.

(H) Sweat Patch Testing Log

The vendor shall use the Sweat Patch Testing Log (included within the Section J attachments), which includes the following information:

(1) The Defendant's name;

(2) PACTS number;

(3) Chain-of-custody barcode number;

(4) Medications taken;

(5) Application date;

(6) Removal date;

(7) Test result;

(8) Observer's identification;

(9) Co-pay collected (if applicable); and

(10) A place to note any unusual occurrences.

The CO must approve the use of any other logs.

(I) Sweat Patch Invoicing

The vendor shall:

(1) invoice one price for all elements in the sweat collection process;

(2) not invoice if:

(a) the Defendant fails to return for removal of the patch;

(b) the Defendant loses the patch; or

(c) the laboratory refuses to test the patch because the conditions in (G) Sweat Patch Test Policy were not satisfied;

(3) invoice for the service during the month the patch is removed; and

(4) include each Sweat Patch Testing Log with the invoice.

C.9 Breathalyzer For Pretrial Shelter Residents (1504)

The vendor shall:

(A) provide a breath alcohol content (BAC) test and all supplies and consumables necessary to operate the instrument, in accordance with the Program Plan. The vendor shall provide and use a reliable instrument approved by the USPO/ USPSO;

(B) ensure that all staff using the instrument are trained and familiar with its operation, as outlined in the manufacturer's operation instructions, and their training is documented;

(C) within 24 hours, report a positive BAC test, no show, or refusal of the Defendant/offender to take the BAC test to the USPO/USPSO;

(D) with the approval of the USPO/USPSO, maintain a log to indicate:

- defendants/offenders tested;
- staff performing the test;
- the reason for the test;
- the test results;
- a column for additional comments, including refusal by the Defendant/offender; and

(E) maintain an instrument log that will document the instrument's serial number, requirements for calibration, dates of calibration, and the date for the next calibration. The USPO/USPSO shall approve instrument logs.

C.10 Manualized Cognitive Behavioral Group for Pretrial Shelter Residents (2022)

(A) Cognitive behavioral therapy (CBT) focuses on identifying and changing inaccurate or distorted thinking patterns, emotional responses, and behaviors, while strengthening pro-social skills. This type of intervention is effective in addressing criminogenic needs such as antisocial values, low self-control, and substance use.

(B) The vendor shall provide manualized cognitive behavioral group to 2 or more defendants, but no more than 12, led by a trained facilitator as defined below. The groups shall offer a structured approach to a specific component of an intervention plan and address the criminal thinking component of a Defendant. Examples of this type of group are moral reconation therapy, Thinking for a Change, Problem-Solving Skills in Action, Choices and Changes, and The Change Companies. The CO or Designee must approve the specific curriculum the vendor uses in advance. The applicable course materials shall be provided by the vendor and included in the price for this service. If the Defendant misplaces a copy of the applicable course materials, the vendor is required to provide one additional copy of the materials at no cost (cost of replacement materials shall be included in the price for this service).

(C) The vendor shall ensure that the trained facilitator has successfully completed training for the specific manualized CBT program being used. The completion of such training shall be documented. A trained facilitator shall not be required to have clinical oversight but shall be approved, in advance, by the CO or Designee.

(D) For services provided under Project Code 2022, the vendor shall:

(1) provide treatment only as directed in the Program Plan and initiate services within 10 business days of receiving the initial or amended Program Plan. Any time frame exceptions shall be approved by the CO and documented by the vendor in the Defendant's file;

(2) provide for emergency services (e.g., after-hours staff phone numbers, local hotlines) for Defendants/offenders when facilitators are not available;

(3) ensure that only face-to-face contacts with the Defendant/offender are billed and that emergency telephone calls are factored into the unit price. All services are to be documented on the Monthly Sign-In Log;

(4) ensure that a typed program completion summary is submitted to the USPO/USPSO within 10 business days upon completion of or termination from the manualized cognitive behavioral group. The summary shall:

(a) outline the curriculum used, overall goals and objectives achieved, therapeutic activities (e.g., role rehearsal, group sharing), and interventions used (e.g., worksheets, learned skills); and

(b) define steps for the Defendant to continue use of skills learned through the curriculum. In all cases, the discharge status (e.g., successful discharge, unsuccessful discharge, interruption of treatment) shall be clearly stated; and

(5) ensure that facilitators notify the USPO/USPSO within 24 hours if:

(a) the Defendant/offender fails to report for therapy;

(b) conduct violating a condition of supervision occurs; or

(c) third-party risk issues are identified.

If the assigned USPO/USPSO is not available, the facilitator shall notify a supervisor or the duty officer.

C.11 Physical Examination

(A) Physical examinations and laboratory studies may be required before placement into the halfway house.

(B) The vendor shall provide:

(1) one Physical Examination and Report (4010) per Defendant, as deemed medically necessary, conducted by:

(a) a licensed medical doctor/physician or other qualified practitioner who is board certified or board eligible and meets the standards of practice (e.g., academic training, residency) established by the state’s regulatory board; or

(b) other qualified practitioner (e.g., licensed/certified nurse practitioner/specialist) who meets the standards of practice established by the state’s regulatory board;

(2) a Laboratory Studies and Report (4020), including blood and urine testing at actual price when deemed medically necessary; and

(3) a typed report to the USPO/USPSO 15 calendar days after completing the Physical Examination (PC 4010) and Laboratory Studies (PC 4020).

C.12 Vendor Local Travel

The vendor may invoice for:

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

(1) Reimbursement at actual price.

(2) Documentation of the number of miles traveled (e.g., web-based mapping printout) submitted with the invoice.

(B) Vendor’s Local Travel by Common Carrier (1402) for vendor travel to provide services to defendants. The vendor shall use the most economical travel method available (Note: The vendor is not authorized to use the government travel rate):

(1) All travel must first be authorized by the CO and must specify the type of travel (e.g., as train, bus, the lowest airfare possible). All travel must use the most economical travel method available, and evidence of this must be provided in all instances.

(2) Reimbursement will be at the actual price, based on documentation of receipts provided with the invoice. Failure to submit documentation verifying the expense will result in nonpayment.

(Note: Neither of the above travel charges shall include any vendor costs incurred to transport defendants to public transportation or employment or program activities.)

C.13 Defendant Reimbursement and Co-Payment

The vendor shall:

(1) collect any Co-Payment authorized in the Program Plan, deduct any collected Co-Payment from the next invoice to be submitted to the Judiciary, and ensure that the Co-Payment does not exceed the cost of the service provided. However, the vendor can collect Co-Payment in arrears based on the rate established in the Program Plan. Proper documentation of the collected Co-Payment must be included on the invoice and supporting documentation;

(2) accept more than one Co-Payment type (e.g., check, credit card, cash, cashier's check, web-based transactions);

(3) provide bills and receipts for Co-Payments to defendants at the time of payment collection. The vendor shall keep an individualized record of Co-Payment collection and have systems in place to both follow up on collection of outstanding amounts and to resolve any discrepancies in the amount owed;

(4) document within the Daily Sign-In/Sign-Out Log or the Monthly Sign-In Log any Co-Payment received or whether the expected Co-Payment was not provided;

(5) in conjunction with the submission of invoices, provide an outstanding Co-Payment due report, itemizing the total amount outstanding per Defendant/person under supervision. The vendor is responsible for ensuring that all records are accurate, up-to-date, and readily accessible. This includes maintaining detailed logs of all transactions and communications related to Co-Payment collections, providing timely updates on outstanding balances, and promptly and effectively addressing any issues or disputes that may arise. The vendor must also ensure compliance will all relevant regulations and guidelines pertaining to financial transactions, billing insurance, Medicaid, Medicare, and record-keeping. Adherence to these regulations is crucial for maintaining the integrity and legality of the billing process; and

(6) reimburse the Judiciary, as directed in Section G.

(Note: The vendor may charge an Administrative Fee (1501) of five percent of the monthly fees, which is a reasonable monthly fee, to administer the collection of fees from defendants.)

C.14 General Requirements

Defendant Records and Conferences

(A) File Maintenance

Records shall be the property of the vendors who are responsible for maintenance, disclosure, and retention. The vendor shall:

(1) maintain a secure filing system of information on all defendants 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;

(2) segregate Defendant files from other vendor records. This will facilitate monitoring and promote Defendant confidentiality;

(3) keep a separate file for each Defendant;

(4) create a separate file when a Defendant on pretrial supervision is subsequently sentenced to probation supervision/supervised release but continues to receive services from 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 Pretrial Services Confidentiality Regulations. The vendor and its subcontractors are

authorized to access criminal history information available in pretrial services or probation records that the USPO/USPSO has provided. This information is provided solely for the purpose of providing services under this contract. Any unauthorized redisclosure of this information may result in termination of this contract and the imposition of civil penalties;

(5) identify any records that disclose a Defendant's identity as CONFIDENTIAL;

(6) keep all Defendant 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; and

(7) at the expiration of the performance period of this agreement, provide the USPO/USPSO or Designee with a copy of all Defendant records that have not been previously furnished, including copies of chronological notes.

(Note: Regarding electronic information, 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. § 164.302-318.)

(B) Disclosure

(1) The vendor shall:

(a) protect CONFIDENTIAL records from disclosure, except in accordance with B (2)-(7) below;

(b) obtain the Defendant's authorization to disclose confidential health information to the USPO/USPSO. If the vendor cannot obtain this disclosure, the vendor shall notify the USPO/USPSO immediately;

(c) disclose Defendant records upon request of the USPO/USPSO or Designee to the USPO/USPSO or Designee;

(d) make its staff available to the USPO/USPSO to discuss a Defendant's placement and progress;

(e) disclose Defendant 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;

(f) 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 under 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;

(g) ensure that all persons having access to or custody of Defendant records follow the disclosure and confidentiality requirements of this agreement and federal law; and

(h) notify the USPO/USPSO immediately upon receipt of legal process requiring disclosure of Defendant records.

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

(2) The vendor and its subcontractors are authorized to access criminal history information available in pretrial services records that the USPO/USPSO has provided. This information is provided solely for the purpose of providing services under this contract. Any unauthorized redisclosure of this information may result in termination of this contract and the imposition of civil penalties;

(C) File Content

The vendor’s file on each Defendant shall contain the following records:

(1) Chronological Notes that:

(a) record all contacts (e.g., face to face, telephone) with the Defendant, including collateral contacts with family members, employers, the USPO/USPSO, and others. Records shall document all notifications of absences and, if any apparent conduct violating a condition of supervision occurs, the action taken;

(b) are current and available for review by the USPO/USPSO or the USPO's/USPSO's Designee and by the Probation and Pretrial Services Office (PPSO) at the AO;

(c) are legible and dated and signed by the staff member; and

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

(2) Program Plan (Form PROB 45) that:

(a) identifies vendor services to be provided to the Defendant and billed to the government under the terms of agreement and any Co-Payments due by the Defendant; and

(b) authorizes the vendor to provide services. (e.g., Provision of Shelter (9905)) to the Defendant.

The USPO/USPSO shall amend the Program Plan 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 (Form PROB 45) (if applicable) that the USPO/USPSO prepares:

(a) during or immediately following the Case Staffing Conference or any other changed circumstance, if service delivery changes from the existing Program Plan;

(b) to obtain additional services for a Defendant during the agreement or to change the frequency of a Defendant's urine collection;

(c) to document any other changes in Co-Payments, frequency of services, etc.; and

(d) to terminate services.

(4) Monthly Status Report that:

(a) summarizes a Defendant's activities during the month;

(b) indicates Defendant progress (e.g., adjustment, responsiveness, significant problems, employment);

(c) reflects changes in the Program Plan;

(d) records authorized absences (furloughs) of 24 hours or more (if applicable); and

(e) is submitted along with the monthly invoice for the month for which the vendor is invoicing.

(5) Facility Sign-In/Sign-Out Log that:

(a) along with the monthly invoice, is submitted for the month for which the vendor is invoicing;

(b) the USPO/USPSO or Designee uses to certify the monthly invoice;

(c) the USPO/USPSO shall review for approval if the vendor Sign-In/Sign-Out Log form differs from the USPO/ USPSO sample form;

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

(e) documents any Defendant/offender Co-Payment.

The 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: It is a violation of federal confidentiality regulations to allow any Defendant to see the names or signatures of other defendants.)

(6) Monthly Sign-In Log that:

(a) along with the monthly invoice, is submitted for the month for which the vendor is invoicing, if applicable;

(b) the USPO/USPSO or Designee uses to certify the monthly invoice;

(c) the USPO/USPSO shall review for approval if the vendor Sign-In Log form differs from the USPO/USPSO sample form;

(d) the Defendant/offender shall sign in upon arrival and sign out when receiving service; and

(e) documents any Defendant/offender Co-Payment.

The vendor shall ensure that a Defendant/offender signing or initialing an entry in the log cannot see the names or signatures of other defendants/offenders. (Note: It is a violation of federal confidentiality regulations to allow any Defendant to see the names or signatures of other defendants.)

(7) Bail Reports that should be returned to the USPO/USPSO upon completion of the case:

(a) are forwarded by the referring USPO/USPSO and contain confidential information regarding a Defendant's background; and

(b) are to be secured and read by staff on a need-to-know basis.

(8) Conditions of Release that are forwarded by the referring USPO/USPSO and that establish the court-ordered conditions for release for the Defendant pending trial, sentencing, or surrender.

(9) 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:

- the Defendant's name and PACTS number;
- the collection date;
- the specimen (bar code) number;
- the collector's name/initials;
- test results (if applicable);
- drugs or medication taken;
- special tests requested;
- co-pay collected (if applicable); and
- notes on observations;

(c) shall record any unusual occurrences in the collection process and in the specific gravity and temperature readings (if applicable); and

(d) shall submit for USPO/USPSO approval if the vendor testing log form differs from the sample form provided in attachment J.9.

The vendor shall ensure that a Defendant signing or initialing an entry urinalysis log cannot see the names or signatures of other defendants. (Note: It is a violation of federal confidentiality regulations to allow any Defendant to see the names or signatures of other defendants.)

(10) Sweat Patch 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 sweat patch tests and indicate:

- the Defendant's name and PACTS number;
- the application date;
- the chain-of-custody bar code number;
- the collector's initials;
- the removal date;
- drugs or medication taken; and
- co-pay collected (if applicable);

(c) shall record any unusual occurrences in the collection process (if applicable);

(d) shall submit for USPO/USPSO approval if the vendor testing log form differs from the sample form provided in attachment J.9; and

(e) shall ensure that a Defendant signing or initialing an entry cannot see the names or signatures of other defendants. (Note: It is a violation of federal confidentiality regulations to allow any Defendant to see the names or signatures of other defendants.)

(11) Breathalyzer 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 breathalyzer testing and indicate:

- the Defendant's name and PACTS number;
- the test date;
- reason for test;
- test results; and
- refusal to submit to testing (if applicable);

(c) shall record any unusual occurrences in the collection process (if applicable);

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

(e) shall ensure that a Defendant signing or initialing an entry cannot see the names or signatures of other defendants. (Note: It is a violation of federal confidentiality regulations to allow any Defendant to see the names or signatures of other defendants.)

(D) Case Staffing Conference

The vendor's professional staff shall:

(1) meet with the USPO/USPSO for an initial Case Staffing Conference to develop Defendant goals and strategies for successful program completion;

(2) be available to meet on a monthly basis with the USPO/USPSO to discuss the Defendant's progress in the program, including noncompliance with residential placement or treatment, community observations, and collateral supports; and

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

(Note: The price of Case Staffing Conferences and consultations is included in the prices in Section B.)

(E) Vendor Reports

The vendor shall:

(1) prepare a written report on the Defendant's status within two business days upon the USPO's/USPSO's request;

(2) recommend in the report whether the Defendant's residence status should be continued or terminated;

(3) if recommending termination, state the reason in the report (i.e., whether the Defendant responded to placement and no longer needs services or whether the Defendant failed to respond to structured placement);

(4) provide a written termination report to the USPO/USPSO on all defendants discharged from the program within a 30-day period after Defendant discharge; and

(5) provide a written report within 24 hours each time action is taken against a Defendant in response to noncompliant behavior immediately following telephone notification.

(F) Vendor Testimony

The vendor, its staff, Employees, and subcontractors shall:

(1) appear or testify in legal proceedings convened by the federal court upon order of the federal court with jurisdiction and a request by the USPO/USPSO, the U.S. attorney's office, or in response to a subpoena;

(2) provide testimony, including, but not limited to, a Defendant's:

- attendance record;
- urine test results;
- general adjustment to program rules;
- type and dosage of medication;
- response to placement;
- test results; and
- any programming needs;

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

(4) receive from the Judiciary necessary consent/release forms required under federal, state, or local law; and

(5) not create, prepare, offer, or provide any opinions or reports—whether written or verbal—that are not required by this Statement of Work, unless such action is approved in writing by the chief USPO/USPSO in the respective office where the information is requested.

(G) Authorization to Release Confidential Information (Form PROB 6B, if applicable) that:

(1) the Defendant and USPO/USPSO sign before the Defendant's first appointment with the vendor; and

(2) the vendor shall obtain the Defendant's signature before releasing any information regarding the Defendant or the Defendant's progress to the USPO/USPSO.

(H) Emergency Contact Procedures

At the onset of services, the vendor shall establish, and make available to all defendants, emergency contact procedures that are accessible 24 hours a day, 7 days a week. This includes provisions for crisis intervention, schedule changes, local hotlines, and/or situations requiring immediate attention. Furthermore, the vendor shall ensure the availability of emergency services (e.g., after-hours staff phone numbers and local hotlines) when practitioners are not readily available.

C.15 Monitoring

(A) The vendor shall participate in scheduled or unannounced monitoring, which shall include:

(1) a site inspection, which includes the physical inspection of the vendor's facility where services are provided to defendants to ensure that it meets the required regulations and state determined standards;

(2) a review of paper or electronic files for content, emergency services, Case Staffing Conferences, reports, noncompliance notification, interactions with defendants, etc.;

(3) interviews with vendor/staff providing services under the agreement;

(4) interviews with defendants receiving services;

(5) interviews with the USPO/USPSO referring defendants for services;

(6) observation of services provided under agreement that allows Judiciary Employees to gather feedback from direct observation to identify areas for improvement in service delivery, enhance understanding of information provided to defendants, and make informed decisions about the vendor's adherence to the requirements of the agreement. Prior to any monitoring activities that include group observation, the vendor is responsible for obtaining appropriate, HIPAA-compliant informed consent from all nonfederal group participants. The consent should be documented. The vendor is encouraged to have the group observer review and sign a vendor-created privacy and confidentiality waiver to ensure the confidentiality and privacy of the participants during and after the group observation; and

(7) a review of invoices submitted under the agreement.

(B) Within 180 days of awarding the agreement, or within 180 days of exercising an option to extend the agreement, the vendor shall receive a typed monitoring report from the CO. The monitoring report (see Section J attachments for a monitoring report template) will contain a rating of Satisfactory (during the monitoring period, the vendor met the requirements of the Statement of Work and operated within the terms and conditions of the agreement or there are few deficiencies with the vendor's performance) or Unsatisfactory (during the monitoring period, there are patterns of deficiencies with the vendor's performance as to the requirements of the Statement of Work that must be corrected).

(C) If an unsatisfactory rating, the vendor will be given a time frame in which they must complete their corrective action plan. Within five business days of receipt of the monitoring report, the vendor must submit a corrective action plan, outlining in detail how the vendor intends to correct the deficiencies within the time frame provided. Upon expiration of the corrective action time frame, the CO will complete a memo or letter documenting the vendor's compliance or noncompliance with the required corrective action plan. It should be noted that the vendor must perform at a Satisfactory rating (or a memo of compliance with corrective action plan) to exercise an option to renew the agreement. Unsatisfactory performance can result in discontinued use of a vendor.

C.16 Notifying USPO/USPSO of Defendant Behavior

(A) The vendor shall notify the USPO/USPSO, or follow other notification protocol outlined by the CO, within 24 hours or as specified in writing by the CO of Defendant behavior, including, but not limited to:

(1) positive drug or alcohol test results;

(2) attempts to adulterate a urine specimen, compromise any drug detection methodology to determine illicit drug usage, or both;

(3) attempts or offers of bribery that involve any actions or suggestions made by the Defendant to provide something of value to influence the actions, decisions, or behaviors of another person in an official role. This includes any direct or indirect attempts to offer money, gifts, or other incentives to obtain an unlawful advantage;

(4) attempts at deception and/or failure to produce a urine specimen for testing, including, but not limited to, using stalling tactics, withholding a specimen, or failing to produce a specimen of sufficient quantity for testing. These actions indicate deliberate efforts to avoid or interfere with the testing process, compromising the integrity of the results. This also includes the use of adulterated specimens or other fake devices designed to manipulate or falsify test results;

(5) failure to appear as directed for any court-ordered authorized service in the Program Plan, including, but not limited to:

- drug testing (including urine collection, alcohol testing, and sweat patch testing); and
- counseling sessions;

(6) failure to follow vendor staff direction; and

(7) apparent failure to comply with programmatic rules or conditions of supervision, including, but not limited to:

(a) using drugs or admitting to the use of drugs;

(b) associating with restricted individuals under the conditions of release;

(c) engaging in criminal conduct;

(d) acting in ways that indicate noncompliance with the established guidelines and expectations of the treatment program; and

(8) any behavior that might increase the Defendant's risk of self-harm, risk to the community, or risk to any specific third party. Behaviors under this subsection shall be immediately reported to the USPO/USPSO and CO.

(B) Immediately following telephonic notification to the USPO/USPSO, the vendor shall electronically transmit or fax a report detailing the noncompliance, including, but not limited to, the following:

- Type of incident, date, and time;
- Persons involved;
- Notifications (who, date, and time);
- Any media or law enforcement attention; and
- A brief summary of incident.

(C) If the assigned USPO/USPSO is not available, notify a supervisor or the duty officer.

(Note: The vendor shall report any information from any source regarding a Defendant's apparent failure to comply with conditions of supervision. It is the vendor's responsibility to be familiar with the Defendant's court-ordered requirements, as outlined in the referral packet and/or discussed during Case Staffing Conferences with the assigned officer.)

C.17 Staff Requirements and Restrictions

(A) The vendor shall ensure that:

(1) no staff member providing direct delivery of services under this contract is currently charged with or under investigation for a criminal offense and/or under current pretrial, probation, parole, mandatory release, or supervised release (federal, state, or local). Additionally, such Individuals shall not have access to any files of defendants;

(2) persons convicted of any sexual offense (including, but not limited to, child pornography offenses, child exploitation, sexual abuse, rape or sexual assault) or required under federal, state, or local law to register on the sexual offender registry shall not perform direct services under this agreement, nor shall they have access to Defendant files, unless approved in writing by the CO after consultation with the AO's Office of the General Counsel (OGC) and AMO; and

(3) persons directly delivering services under this contract with any current disciplinary investigation, restrictions on their licenses, certifications, or practice (or those who voluntarily agree to such a restriction), based on negotiations or proceedings with any licensing authority, or whose license

has expired shall not perform services under this agreement, nor shall they have access to Defendant files, unless approved in writing by the CO after consultation with OGC and AMO.

(B) The vendors and their Employees shall:

(1) adhere to ethical responsibilities, as outlined by the professional standards. This includes, but is not limited to:

(a) avoiding compromising relationships or sexual relationships with defendants and probation or pretrial services staff;

(b) avoiding conflicts of interest, maintaining privacy and confidentiality;

(c) ensuring proper access and disclosure of confidential records;

(d) preventing sexual harassment; and

(e) refraining from derogatory language.

It also encompasses the obligation to uphold ethical conduct in all interactions and situations, ensuring the highest standards of professional behavior are maintained;

(2) not employ, contract, or pay any Defendant/person under active supervision, the Defendant's/person under supervision's own firm or business, or currently employed Judiciary staff to perform any work for the vendor related to consultation or services delivered as part of this agreement. This includes all work performed at the vendor's facilities or at locations of personal interest to the vendor;

(3) immediately report any such improprieties, or the appearance thereof, to the USPO/USPSO or Designee;

(4) within 48 hours of being informed, report to the USPO/USPSO any investigations, pending charges, arrests and/or Convictions related to a criminal offense and any restrictions on staff licenses or certifications—whether imposed or voluntary—involving any staff performing services under this agreement; and

(4) within three business days, notify the USPO/USPSO or Designee in writing of any staff changes. For any new staff, the vendor shall submit a Staff Qualifications Statement (Section J Attachment) for each new staff member added under the agreement.

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

C.18 Facility Requirements

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

(B) 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.

(C) Should a vendor and/or subcontractor choose to relocate a facility or add a site within the catchment area, the vendor shall notify the CO in writing no less than 30 days prior and submit a Change or Addition of Performance Site (Section J Attachment). On-site visits will be conducted to verify that the offeror's facility complies with the requirements of the RFP. Upon approval of the site, the CO will send an SF-30, Modification of Contract, for mutual agreement of the parties to accept the revision.

C.19 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 PPSO at the AO. PPSO shall approve all local needs in writing.)

SECTION D. PACKAGING AND MARKING

NOT APPLICABLE

SECTION E. INSPECTION AND ACCEPTANCE

E.1 Vendor's Performance (Mandatory Requirement)

The vendor and subcontractor shall:

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

(B) not endanger the health and safety of employees, clients, and the community; and

(C) provide physical facilities that preserve both the integrity of the confidential relationship and the client's personal dignity.

E.2 Clause 2-5B, Inspection of Services (April 2013)

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 the full text available. The full text of a clause can also be accessed at http://www.uscourts.gov/procurement.aspx.

The clauses listed below apply to agreements and contracts at any value.

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

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

Clause 2-10 Responsibility for Products (JAN 2010)

SECTION F – DELIVERIES OR PERFORMANCE

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

(A) Recognizing the problems of limited bed space, vendors shall place probation and pretrial services referrals for pretrial shelter placement in the first available bed space, recognizing placement above other referrals.

(B) In an effort to protect the community by providing pretrial shelter placement with additional services, the vendor shall have the capability to immediately place federal defendants in treatment services, including drug/alcohol testing and therapy, without regard to any placement backlog or waiting lists.

(C) The vendor shall not unilaterally refuse services to any defendant referred by the Judiciary, except where the Defendant poses an apparent danger to the vendor's staff or other clients. The vendor shall not refuse service without the Judiciary's approval. The vendor shall not deny access to services solely based on the Defendant/person under supervision's current participation in medication-assisted treatment (MAT), medical condition, disability, religion, ethnic origins, or criminal record. The vendor shall not refuse service without the Judiciary's approval.

(D) Termination of defendants from placement, based upon a violation of the vendor's program rules and regulations, shall not be made without the Judiciary's approval. When necessary, the vendor may take appropriate and immediate action to protect staff and clients.

(E) The vendor shall not tell defendants to misrepresent or withhold information regarding the placement provider or 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 program with a religious-based component (e.g., Alcoholics Anonymous (AA), Narcotics Anonymous (NA), Cocaine Anonymous (CA)) to defendants, 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 Performance Standards

The vendor shall perform and comply with the mandatory requirements set forth in Sections C, E, F, G, H, and I 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

Contact the person listed in block 7 on the form Solicitation/Offer/Acceptance in Section A, p. 1 of the request for proposal (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 that the identity of any defendant is CONFIDENTIAL;

(C) keep all defendant records associated with the agreement for three years after the final payment date under the agreement for Government inspection and review. An exception is that the vendor shall keep Defendant records relating to litigation or settlement of claims arising out of the performance of this agreement until final disposition of such appeals, litigation, or claims. (Note: This requirement is not in lieu of the vendor following other local/state/federal record retention requirements.)

G.3 Invoices (Mandatory Requirement)

(A) The vendor shall:

(1) submit an original copy of the invoice to the address listed in block 7 of the Solicitation/Offer/Acceptance in Section A of Form AO-367. Additionally, the Monthly Status Report, Urinalysis Log, Sweat Patch Log, Breathalyzer Log, documentation of any vendor-related travel, and documentation of transportation receipts (if applicable) shall be submitted to the Contracting Officer (CO) or other authorized designee. (Note: Documentation submitted with the invoice is not forwarded to the USPO/USPSO. Therefore, all required reports, evaluations, treatment plans, etc. shall be submitted in accordance with Section C requirements);

(2) submit invoices monthly to arrive no later than the tenth day of the month for services provided during the preceding month;

(3) use the invoice template (Parts A and B) as provided by the CO (any substitute invoice template requires approval of the CO), indicating:

(a) individual defendant names and identifying numbers;

(b) charges for each service, identified by its project code, as described in SECTION C - STATEMENT OF WORK, of this document; and

(c) receipt of all co-payments. (Note: The Administrative Office (AO) encourages computer-generated billing and will accept a vendor's invoice in Excel format.) The vendor shall submit invoices only electronically and in a manner approved by the CO and in compliance with 45 C.F.R. § 164.302 to 164.318;

(4) submit, with the invoice, a certification (by an authorized official of the vendor) that the invoice:

(a) is correct and accurate to the best of their knowledge;

(b) includes only charges for services provided to defendants (the signature can be electronic or physical); and

(5) submit separate invoices for services provided to pretrial services defendants and Federal Bureau of Prisons (BOP) inmates to the appropriate pretrial services or BOP office.

(B) The vendor invoice B shall include authorized absences (furloughs) of 24 hours or more.

(C) When formulating pricing for services, the vendor should consider incorporating the cost of "no-shows" into the unit price charged. A "no-show" occurs when a defendant/person under supervision does not report for scheduled services and/or does not cancel with at least 24 hours' advance notice. It should be noted that the vendor shall not invoice the Judiciary or receive reimbursement from the Defendant/person under supervision for any no-shows.

(D) 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 15-minute increments. If circumstances necessitate adjustment of the charge based on the example below in section (E), the vendor shall contact the CO for approval. Sessions lasting less than 16 minutes shall be treated as a "no-show" for the purposes of billing. See Section G.5 for daily rate calculations for Provision of Shelter (9905).

(E) For services other than the Provision of Shelter (9905), 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 Judiciary.

Example: Assume that the rate of service is $10 per half hour.

Time Spent (in Minutes)	Charge
0-15	$ 0
16-30	$ 10
31-45	$ 15
46-60	$ 20
61-75	$ 25
76-90	$ 30

(F) The vendor shall include the cost of written reports and case staffing conferences with the USPO/USPSO in the prices for defendants, unless the Form PROB 45 authorizes them as part of a specific service.

(G) The vendor shall include the cost of telephone contacts, emails, texting, etc. with defendants in the unit price for the services and shall not bill separately for these contacts.

(H) For Project Codes 1010, 1011, and 1012 that are untestable in accordance with the no-test policy or failure to follow the required collection guidelines, the vendor shall not invoice the district. The USPO/USPSO will notify the vendor of untestable specimens.

(I) For Project Codes 1010, 1011, and 1012 that are untestable in accordance with the no-test policy or failure to follow the required collection guidelines, the vendor shall not invoice the district. The USPO/USPSO will notify the vendor of untestable specimens.

G.4 Reimbursements or Co-Payments (Mandatory Requirement)

(A) The vendor shall not submit invoices to request or accept payment directly or indirectly from the defendant for services under this agreement, unless the USPO/USPSO authorizes a co-payment for partial or total payment by the defendant on the Program Plan.

(B) The vendor shall not submit invoices to the Judiciary for services under this agreement where the vendor has already submitted invoices or received payment for the same services from other sources (e.g., state funding, private insurance, Medicaid, Medicare). (Note: If the vendor submitted invoices and received payment for the same services from other sources, the vendor is not authorized to collect an administrative fee for receipt of payment and/or co-payment paid to 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 Judiciary under this agreement, the vendor shall reimburse the Judiciary 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 U.S.C. § 3672, the vendor may be required to reimburse the AO Director in lieu of deducting payments from subsequent invoices.

(3) The vendor shall not accept reimbursement or co-payment for services in an amount that exceeds the amount authorized in the contract/agreement with the Judiciary or that exceeds the actual cost of the service.

G.5 Daily Rate Calculations

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

(A) is computed on a calendar day unit (midnight to midnight) for continuous placement of over 24 hours;

(B) is computed as one-fourth of a calendar day for six-hour increments or less;

(C) is computed as one day unit on the day of discharge when discharge is after 5:00 p.m.; and

(D) includes all items listed in Section C, including Section C.5(C)(4), that impact the per diem rate.

Example: Assume a daily rate of $12. Defendant enters the halfway house at 2:00 p.m. on Day 1 and was discharged from the facility at 7:00 a.m. on Day 3.

	Time	Charge
Day 1	2 Quarters	$ 6
Day 2	4 Quarters	$ 12
Day 3	2 Quarters	$ 6

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, therefore 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(s) 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 that provides for the indemnification of any loss or destruction of, or damages to, property in the contractor's custody and care 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 (CO), 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 under other statutory authority applicable to the Judiciary.

H.2 DRUG-FREE WORKPLACE (JAN 2003)

(A) Definitions. As used in this clause:

(1) **"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.

(2) **"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.

(3) **"Criminal Drug Statute"** means a federal or nonfederal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any Controlled Substance.

(4) **"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.

(5) **"Employee"** means an 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.

(6) **"Individual"** means an offeror/contractor that has no more than one Employee, including the offeror/contractor.

(B) If other than an Individual, the contractor 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 of performance duration:

(1) publish a statement notifying such Employees that the unlawful manufacture, distribution, dispensing, possession, or use of a Controlled Substance is prohibited in the contractor's workplace and specifying the actions that will be taken against Employees for violations of such prohibition;

(2) establish an ongoing drug-free awareness program to inform such Employees about:

(a) the dangers of drug use in the workplace;

(b) the contractor's policy of maintaining a Drug-Free Workplace;

(c) any available drug counseling, rehabilitation, and Employee assistance programs; and

(d) the penalties that may be imposed upon Employees from drug use 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)(1) of this clause that, as a condition of continued employment on the contract resulting from this solicitation, the Employee will:

(a) abide by the terms of the statement; and

(b) 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 days after such Conviction;

(5) notify the CO within l0 days after receiving notice under subparagraph (B)(4)(b) of this clause from an Employee or otherwise receiving actual notice of such Conviction. The notice shall include the Employee's position title;

(6) within 30 days after receiving notice under subparagraph (B)(4)(b) 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:

(a) Take appropriate personnel action against such Employee, up to and including termination; or

(b) 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; and

(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) If an Individual, the contractor agrees, by award of the contract or acceptance of a purchase order, to not 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)

(A) The government will furnish no material, labor, or facilities unless otherwise provided for in this solicitation.

(B) The chief USPO and chief USPSO may furnish government-owned telephone answering equipment, fax machines, and/or onsite drug-detection devices called non-instrumented drug tests (NIDTs) to a contractor if such equipment will improve the frequency of urine collection in the district. The equipment shall be used only for a random urine collection program.

SECTION I REQUIRED CLAUSES

I.1 Clause 7-30, Public Use of the Name of the Federal Judiciary (JUN 2014)

(A) The contractor shall not refer to the Judiciary, or to any court or other organizational entities existing thereunder (referred to here as "the Judiciary"), in advertising, news releases, brochures, catalogs, television and radio advertising, letters of reference, websites, or any other media used generally by the vendor in its commercial marketing initiatives, in such a way that it represents or implies that the Judiciary prefers or endorses the products or services offered by the contractor. This provision will not be construed as limiting the contractor's ability to refer to the Judiciary as one of its customers when providing past performance information as part of a proposal submission, as opposed to general public marketing.

(B) No public release of information pertaining to this contract will be made without prior written Judiciary approval, as appropriate, and then only with written approval of the Contracting Officer (CO).

I.2 Subcontracting

(A) Services 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 CO's approval and shall be submitted in writing to the CO at least 30 days in advance of the proposed subcontracting arrangement or change. The CO will respond promptly with written approval or disapproval. The prime contractor shall not refer Defendants/persons under supervision to any other vendor that has not been approved by the CO 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.

(B) The prime contractor is responsible to the Judiciary for overall performance of the services required under this contract. If any services are subcontracted, the prime contractor shall ensure that the subcontractor is complying with the requirements of this contract, including

(1) the qualifications of any personnel providing services;

(2) the possession and maintenance of all appropriate state and local licenses in compliance with state and local regulations; and

(3) the appropriate documentation demonstrating compliance with all federal, state and local fire, safety, and health codes.

(C) The prime contractor shall ensure that subcontractors are not debarred, suspended, or ineligible to perform under federal contracts.

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

(E) 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.

1.3 Clause 2-90D, Option to Extend the Term of the Contract (APR 2013)

(A) The Judiciary may extend the term of this contract by written notice to the contractor no later than 30 calendar days before the contract's current expiration date, provided that the Judiciary gives the contractor 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 five years.

I.4 Clause 2-90C, Option to Extend Services (APR 2013)

The Judiciary may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six months. The CO may exercise the option by written notice to the contractor no later than 30 calendar days before the contract's current expiration date.

I.5 Clause 2-57 Protecting, Reporting, and Responding to Incidents Involving Sensitive Information (JUN 2024)

(A) Definitions. As used in this clause:

(1) **"Breach"** means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where an unauthorized Individual accesses or potentially accesses Sensitive Information, or an authorized user accesses Sensitive Information for an unauthorized purpose.

(2) **"Incident"** means an occurrence that:

(a) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or

(b) constitutes a violation, or imminent threat of violation, of law, security policies, security procedures, or acceptable use policies.

(3) **"Information System" means a discrete set of information resources organized for the** collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

(4) **"Personally Identifiable Information (PII)"** means information that can identify an Individual, when used alone or with other relevant data. PII may contain direct identifiers (e.g., Social Security numbers) that can identify an Individual uniquely or quasi-identifiers (e.g., date of birth) that can be combined with other quasi-identifiers to successfully recognize an Individual. The definition of PII is not anchored to any single category of information or technology. Examples of stand-alone PII that are particularly sensitive include: Social Security numbers (SSNs), driver's license or state identification numbers, alien registration numbers (A-numbers), financial account numbers, and biometric identifiers.

(5) **"Privacy Information"** means both PII and Sensitive Personally Identifiable Information (SPII).

(6) **"Sensitive Information"** means any data or other information for which public disclosure, or disclosure to users without a need to know to perform their jobs, can harm Individuals, the U.S. government, or private organizations. Sensitive Information includes Privacy Information and the following types of information:

(a) Agreement Information

Information received by Judiciary organizations, according to agreements with other federal, state, local, tribal, territorial, or private sector partners, that is required to be protected under the agreement with that partner or other applicable laws.

(b) Procurement Information

Information related to procurements that is considered sensitive and is not normally shared with the public outside official processes. This includes internal information and documents related to procurements, source selection information, vendor proposals, and submitted information marked as proprietary or sensitive. This does not include the contractor's own proposal(s) or contract(s) with the Judiciary.

(c) Information Systems Vulnerability Information (ISVI)

(i) Information technology (IT) systems data (e.g., systems inventories, enterprise architecture models) that reveals infrastructure used for servers, desktops, and networks; application name, version, and release; switching, router, and gateway information; interconnections and access methods; and mission or business use or need.

(ii) Information about developing or current technology, the release of which could hinder Judiciary objectives, compromise a technological advantage or countermeasure, cause a denial of service, or provide an adversary with sufficient information to clone, counterfeit, or circumvent a process or system.

(iii) System vulnerability or weakness information that could be used to compromise the confidentiality, integrity, or availability of an information system.

(d) Personnel Security Information

Information that could result in physical risk to Judiciary personnel.

(e) Physical Security Information

Information related to the protection of Judiciary buildings, grounds, or property, including reviews or reports that illustrate or disclose facility infrastructure or security vulnerabilities. Examples include threat assessments, system security plans, security diagrams for Judiciary buildings, contingency plans, risk management plans, business impact analysis studies, and certification and accreditation documentation.

(f) Court-Related Information

Sealed cases, sealed documents, or other information marked as sensitive by a court. This includes Highly Sensitive Documents (HSDs), which are documents or other materials that contain sensitive but unclassified information that warrants exceptional handling and storage procedures to prevent significant consequences from unauthorized access or disclosure.

(g) Privileged/Confidential Information

Information protected through recognized confidential relationships.

(h) Official Business Information

Proposed budgets, draft plans or policies, or other information intended only for consideration by internal decision-makers or other confidential audiences.

(7) **“Sensitive Personally Identifiable Information (SPII)”** is a subset of PII that, if lost, compromised, or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an Individual.

(a) When combined, multiple pieces of information may pose an increased risk of harm to the Individual. SPII may consist of any grouping of information that contains an Individual’s name or other unique identifier, plus one or more of the following elements:

(i) Truncated SSN (e.g., last four digits);

(ii) Birth date (month, day, and year);

(iii) Citizenship or immigration status;

(iv) Ethnic or religious affiliation;

(v) Sexual orientation;

(vi) Criminal history;

(vii) Medical information; and

(viii) System authentication information (e.g., mother's birth name, account passwords, personal identification numbers [PINs]).

(b) Other PII (e.g., list of Employees and their performance ratings, unlisted home address, unlisted phone number) that may present an increased risk of harm to the Individual, depending on its context. The context includes the purpose for which the PII was collected, maintained, and used. The same information in different contexts can reveal additional information about the Individual impacted.

(B) Accessing and Protecting Sensitive Information

(1) Contractor Roles and Responsibilities Regarding Sensitive Information

Before the contractor shall have access to Sensitive Information, the contractor shall coordinate with the contracting officer's representative (COR) about the contractor's roles and responsibilities regarding the Sensitive Information and how an incident, or suspected incident, will be handled, consistent with this clause and Judiciary policies and procedures. Before they may access the Sensitive Information, the contractor, their staff, and subcontractors shall complete all forms, trainings, and briefings as may be necessary for security or other reasons.

(2) Training

Contractors that have access to Sensitive Information as part of this contract shall provide their staff with training before they access Sensitive Information and at least annually thereafter. The training shall comply with this clause and shall cover how to properly handle and safeguard Judiciary Sensitive Information and how to identify and report incidents, or suspected incidents, regarding Judiciary Sensitive Information, consistent with this clause. The contractor shall provide the COR with an initial report and a report annually thereafter that shows that contractor staff and any subcontractor staff working on the contract have all successfully completed such training. The contractor shall also provide the COR with confirmation that any new staff or subcontractor staff that join the contract after the contract has begun have also successfully completed such training.

(3) Access

The contractor shall have access only to areas of Judiciary Sensitive Information resources explicitly stated in this contract, or approved by the contracting officer or COR in writing, as necessary for performance of the work under this contract. Any attempts by contractor personnel to gain access to any information resources not expressly authorized by the terms and conditions in this contract, or as approved in writing by the CO or COR, are strictly prohibited. If this clause is violated, the Judiciary will take appropriate action regarding the contract and the Individual(s) involved.

(4) Protection Requirements

(a) The contractor shall safeguard all Sensitive Information and shall take reasonable measures to prevent the unauthorized use, disclosure, or loss of Sensitive Information. This includes Sensitive Information in any medium or form, including electronic, oral, or paper.

(b) The contractor and their subcontractors shall safeguard Sensitive Information whether it resides on Judiciary-owned and operated information systems, Judiciary-owned and contractor-operated information systems, contractor-owned and/or operated information systems operating on behalf of the Judiciary, and any situation where contractor and/or subcontractor Employees may have access to Sensitive Information because of their relationship with the Judiciary.

(c) Sensitive Information shall not be stored on a mobile device or portable electronic media and shall be handled with awareness of the surroundings, so that the Sensitive Information is not disclosed to unauthorized Individuals. Sensitive Information shall be secured when unattended or not in use. If performance of the contract requires the contractor to access Sensitive Information on a mobile device or portable electronic media, they shall notify the CO and COR and provide details on the use case required and how such use will comply with this clause and all other applicable policies and guidelines. The COR will work with the contractor and determine if such a use case is acceptable. The contractor shall not use or store Sensitive Information on a mobile device or portable electronic media until the CO provides acceptance of the use case.

(d) The contractor shall encrypt Sensitive Information if the Sensitive Information is in transit or is stored outside of Judiciary networks. This includes any Sensitive Information that may reside on or transit contractor-owned or operated information systems.

(e) All Sensitive Information must be appropriately labeled, secured, and properly returned, disposed of, or sanitized when no longer needed or at the end of the contract. For more guidance on returning, sanitizing, and disposing of Judiciary Sensitive Information, see Section (E) Certificate of Sanitization of Government and Government Activity-Related Files and Information.

(f) The CO may require the contractor to prohibit Individuals from working on the contract if the Judiciary deems their initial or continued employment on the contract contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(C) Incident Reporting Requirements

(1) Contractors and subcontractors shall report all known or suspected incidents to the Security Operations Center (SOC), which is staffed 24 hours per day, seven days per week.

(a) When reporting incidents to the SOC, contractors and subcontractors shall submit the report by:

(i) email to soc@ao.uscourts.gov with a courtesy copy to the CO and COR using the contact information identified in the contract; or

(ii) phone call 202-502-4370.

The contractor must notify the CO and COR immediately after reporting to the SOC.

(b) Contractors and subcontractors shall report all known or suspected incidents involving PII or SPII within one hour of discovery. All other incidents shall be reported within eight hours of discovery.

(c) Subcontractors shall notify the prime contractor if they have reported a known or suspected incident to the SOC. Lower tier subcontractors shall also notify their higher tier subcontractor, until the prime contractor is reached.

(2) The Judiciary will determine whether information exposed in an unauthorized disclosure or security breach of information under the contractor's control, or in an information system under the contractor's control at the time of the incident, is Sensitive Information, PII, or SPII by performing an assessment of the specific risk that an Individual could be identified using the exposed information with other information that is linked or linkable to the Individual. Information that is not PII when considered alone can become PII or SPII when additional information becomes available, in any medium or from any source, that would make it possible to identify an Individual. Certain data elements are particularly sensitive and may alone present an increased risk of harm to an Individual. Final determination of the categorization of exposed information as Sensitive Information, PII, or SPII will be made in writing by the CO.

(3) Sensitive Information transmitted via email shall be protected by encryption. When using regular email channels, contractors and subcontractors shall not include any Sensitive Information in the subject or body of any email. The Sensitive Information shall be included as a password-protected attachment, with the password provided under separate cover, including as a separate email. Recipients of Sensitive Information shall comply with any email restrictions imposed by the originator.

(4) No incident may, by itself, be interpreted as evidence that the contractor or subcontractor has failed to provide adequate information security safeguards for Sensitive Information or has otherwise failed to meet the requirements of the contract.

(5) If an incident involves PII or SPII, contractors and subcontractors shall also provide as many of the following data elements that are available at the time the incident is reported, with any remaining data elements provided within 24 hours of submission of the initial incident report:

(a) Unique Entity Identifier (UEI);

(b) Contract numbers affected, unless all contracts by the company are affected;

(c) Facility CAGE code, if the location of the event is different from the prime contractor location;

(d) Point of contact (POC), if different than the POC recorded in the System for Award Management (address, position, telephone, and email);

(e) The CO's POC (address, telephone, and email);

(f) Contract clearance level;

(g) The subcontractor's name and CAGE code, if this was an incident on a subcontractor network;

(h) Government programs, platforms, or systems involved;

(i) Location(s) of the incident;

(j) Date and time the incident was discovered;

(k) Server names where Privacy Information resided at the time of the incident, both at the contractor and subcontractor level;

(l) Description of the government PII or SPII contained within the system; and

(g) Any additional information relevant to the incident.

(D) Incident Reporting Requirements

(a) All determinations by the Judiciary related to incidents, including response activities, will be made in writing by the CO.

(b) The contractor shall provide full access and cooperation for all activities determined by the government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of incidents.

(c) Incident response activities determined to be required by the government may include, but are not limited to, the following:

(i) Inspections;

(ii) Investigations;

(iii) Forensic reviews;

(iv) Data analyses and processing; and

(v) Revocation of the Authority to Operate (ATO), if applicable.

(d) The contractor shall immediately preserve and protect images of known affected information systems and all available monitoring or packet capture data. The monitoring or packet capture data shall be retained for at least 180 days from submission of the incident report to allow the Judiciary to request the media or decline interest.

(e) At its sole discretion, the Judiciary may obtain assistance from other federal agencies and/or third-party firms to aid in incident response activities.

(E) Certificate of Sanitization of Government and Government-Activity-Related Files and Information

Upon the conclusion of the contract by expiration, termination, cancellation, or as otherwise indicated in the contract, the contractor shall return all Sensitive Information to the Judiciary and/or destroy it physically and/or logically as identified in the contract, unless the contract states that return and/or destruction of Sensitive Information is not required. Destruction shall conform to the guidelines for media sanitization contained in NIST SP 800–88, Guidelines for Media Sanitization. The contractor shall certify and confirm the sanitization of all government and government activity-related files and information. The contractor shall submit the certification to the COR and CO following the template provided in NIST SP 800–88, Guidelines for Media Sanitization, Appendix G.

(F) Other Reporting Requirements

Incident reporting required by this clause does not rescind the contractor's responsibility for other incident reporting pertaining to its information systems under other clauses that may apply to its contract(s), or as a result of other applicable statutory or regulatory requirements or other government requirements.

(G) PII and SPII Incident Notification Requirements

(a) All determinations by the Judiciary related to notifications to affected Individuals and/or federal agencies and related services (e.g., credit monitoring) will be made in writing by the CO.

(b) No later than five business days after being directed by the CO, or as otherwise required by applicable law, the contractor shall notify any Individual whose PII or SPII was under the contractor's control or resided in an information system under the contractor's control when the incident occurred. The method and content of any notification by the contractor shall be coordinated with, and subject to prior written approval by, the CO. The contractor shall not proceed with notification unless directed in writing by the CO.

(c) Subject to government analysis of the incident and direction to the contractor regarding any resulting notification, the notification method may consist of letters to affected Individuals sent by first-class mail, electronic means, or general public notice, as approved by the CO. Notification may require the contractor's use of address verification and/or address location services. At a minimum, the notification shall include:

(i) a brief description of the incident;

(ii) a description of the types of PII or SPII involved;

(iii) a statement about whether the PII or SPII was encrypted or protected by other means;

(iv) steps Individuals may take to protect themselves;

(v) what the contractor and/or the government are doing to investigate the incident, mitigate the incident, and protect against any future incidents; and

(vi) information identifying who Individuals may contact for additional information.

(H) Credit Monitoring Requirements

The CO may direct the contractor to:

(a) notify affected Individuals, as described in paragraph (g)(2);

(b) provide credit monitoring services to Individuals whose PII or SPII was under the control of the contractor or resided in the information system at the time of the incident for a period beginning the date of the incident and extending not less than 18 months from the date the Individual is notified. Credit monitoring services shall be provided from a company with which the contractor has no affiliation. At a minimum, credit monitoring services shall include:

(i) triple credit bureau monitoring;

(ii) daily customer service;

(iii) alerts provided to the Individual for changes and fraud; and

(iv) assistance to the Individual with enrollment in the services and the use of fraud alerts; and

(c) establish a dedicated call center. Call center services shall include:

(i) a dedicated telephone number to contact customer service within a fixed period;

(ii) information necessary for enrollees to access credit reports and credit scores;

(iii) escalation of calls that cannot be handled by call center staff, to call center management or the AO, as appropriate;

(iv) weekly reports on call center volume, issue escalation, and other key metrics;

(v) customized frequently asked questions, approved in writing by the CO in coordination with the Judiciary Breach Response Team (BRT); and

(vi) information for enrollees to contact customer service and fraud resolution representatives for credit monitoring assistance.

(I) Subcontracts

(a) The contractor shall insert this clause in all subcontracts and require subcontractors to include this clause in all lower tier subcontracts when subcontractor Employees will:

(i) have access to Sensitive Information;

(ii) have access to or handle systems containing Sensitive Information;

(iii) collect or maintain Sensitive Information on behalf of the Judiciary; or

(iv) use a subcontractor information system(s) to process, store, or transmit Sensitive Information.

(b) Any violation by a subcontractor of any of the provisions established in this clause will be attributed to the contractor.

(c) Any breach or incident, as defined in paragraph (A) (Definitions) of this clause experienced by a subcontractor will be attributed to the contractor for the purpose of triggering contractor compliance with the requirements in paragraphs

(i) (I.5 (C)) (Incident Reporting Requirements);

(ii) (I.5 (C)(6)) (Incident Response Requirements);

(iii) (I.5 (C)(8)) (Other Reporting Requirements);

(iv) (I.5 (C)(9)) (PII and SPII Incident Notification Requirements); and

(v) (I.5 (C)(10) (Credit Monitoring Requirements) of this clause.

I.6 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 CO will make their full text available. The full text of a clause can also be accessed at 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	MAR 2019
Clause 3-160	Service Contract Labor Standards	MAR 2019
Clause 3-205	Protest After Award	JAN 2003
Clause 3-210	Protests	JUN 2014
Clause 7-35	Disclosure or Use of Information	APR 2013
Clause 3-300	Registration in the System for Award Management	OCT 2023

(A) Definitions

As used in this clause:

(1) **"System for Award Management (SAM)"** means the free federal government-owned and operated website that replaced the Central Contractor Registration (CCR) and is the primary government repository for contractor information required for the conduct of business with the government.

(2) **"Unique Entity Identifier (UEI)"** means a number or other identifier used to identify a specific commercial, nonprofit, or government entity. See www.sam.gov for the designated entity for establishing UEI.

(3) **"Registered in the SAM database"** means:

(a) the contractor has entered all mandatory information, including the UEI, into the SAM database; and

(b) The government has validated all mandatory data fields, including validating the taxpayer identification number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active." The contractor will be required to provide consent for TIN validation to the government as a part of the SAM registration process.

(B) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database before award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchase agreement (BPA) resulting from this solicitation.

(C) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation UEI followed by the UEI that identifies the offeror's name and address exactly as stated in the offer. The CO will use the UEI to verify that the offeror is registered in the SAM database.

(D) If the offeror does not have a UEI, it may obtain one at SAM.gov. The offeror should be prepared to provide the following information:

(1) Company legal business name;

(2) Trade style, doing business, or other name by which your entity is commonly recognized;

(3) Company physical street address, city, state and ZIP code;

(4) Company mailing address, city, state and ZIP code (if different from physical);

(5) Company telephone number;

(6) Date the company was started;

(7) Number of Employees at the company's location;

(8) Chief executive officer/key manager;

(9) Line of business (industry); and

(10) Company headquarters name and address (reporting relationship within your entity).

(E) If the offeror does not become registered in the SAM database within the time prescribed by the CO, the CO will proceed to award to the next otherwise successful registered offeror.

(F) Processing time – which normally takes 48 hours – should be considered when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(G) The contractor is responsible for the accuracy and completeness of the data within the SAM database and for any liability resulting from the government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the contractor is required to review and annually update, from the date of initial registration or subsequent updates, its information in the SAM database to ensure that it is current, accurate, and complete. Updating information in SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(H) Change of Name and Novation Agreements:

(1) If a contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract) or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements, the contractor shall provide the responsible CO with a minimum of one business day's written notification of its intention to:

(a) change the name in the SAM database;

(b) comply with the requirements of Guide to Judiciary Policy, Vol. 14, § 745.55; and

(c) agree in writing to the timeline and procedures specified by the responsible CO. The contractor must provide, with the notification, sufficient documentation to support the legally changed name.

(2) If the contractor fails to comply with the requirements of paragraph (H)(1) of this clause, or fails to perform the agreement at paragraph (H)(1)(c) of this clause and, in the absence of a properly executed novation or change-of-name agreement, the SAM information showing the contractor to be other than the contractor indicated in the contract will be considered incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(I) Assignment of Claims

(1) The contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the SAM database. Information provided to the contractor’s SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than the contractor will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the EFT clause of this contract.

(2) Offerors and contractors may obtain information on registration and annual confirmation requirements at http://www.SAM.gov, by calling 1-866-606-8220, or at http://www.FSD.gov.

Clause 7-35	Disclosure or Use of Information	APR 2013
Clause 7-70	Judiciary Property Furnished “As Is”	APR 2013
Clause 7-85	Examination of Records	JAN 2003
Clause 7-115	Availability of Funds	JAN 2003
Clause 7-135	Payments	APR 2013
Clause 7-140	Discounts for Prompt Payment	JAN 2003
Clause 7-150	Extras	JAN 2003
Clause 7-175	Assignment of Claims	JAN 2003
Clause 7-185	Changes	APR 2013
Clause 7-215	Notification of Ownership Changes	JAN 2003

Clause 7-223	Termination for the Convenience of the Judiciary (Short Form)	AUG 2004
Clause 7-230	Termination for Default (Fixed Price Products and Services)	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
Clause 1-1	Employment by Government	JAN 2003
Clause 1-5	Conflict of Interest	AUG 2004
Clause 3-35	Covenant Against Contingent Fees	
Clause 3-40	Restrictions on Subcontractor Sales to the Government	
Clause 3-45	Anti-Kickback Procedures	
Clause 3-50	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	
Clause 3-55	Price or Fee Adjustment for Illegal or Improper Activity	
Clause 3-105	Audit and Records	
Clause 3-120	Order of Precedence	
Clause 7-25	Indemnification	
Clause 7-100B	Limitation of Liability (Services)	
Clause 7-110	Bankruptcy	
Clause 7-130	Interest (Prompt Payment)	
Clause 7-210	Payment of Emergency Closures	
Clause 7-215	Notification of Ownership Changes	

SECTION J. LIST OF ATTACHMENTS

PS 6B
(Rev. 5/05)

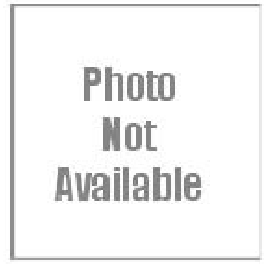
PROB 45 (rev. 05/11)Today's Date:

J.2

TREATMENT SERVICES CONTRACT PROGRAM PLAN

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:

J.3

CHANGE OR ADDITION OF PERFORMANCE SITE(S)

Should a vendor and/or subcontractor choose to relocate a facility or add an additional site within the catchment area, the vendor shall complete the below outlining the changes. Said notification shall be provided no less than 30 days prior and include the facility address. On site visits will be conducted to verify that the offeror's facility complies with the requirements of the RFP. Upon approval of the site, the CO will send an SF-30, Modification of Contract, for mutual agreement of the parties to accept the revision.

1. Full address where services will be provided.

2. Identify whether this is a vendor change in site location or a subcontractor change in site location.

3. Indicate whether this is an additional site location or a complete change of location.

4. Indicate which project codes or services will be provided at the site:

CERTIFICATIONS

By signing below, I certify that our agency and any subcontractor(s) will maintain compliance with all applicable business and/or operating licenses as required by state and local laws and regulations, and maintain compliance with all federal, state and local fire, safety and health codes.

PRINTED NAME OF OFFEROR: ___________________________

SIGNATURE: ______________________ DATE: ______________________

J.4

NON-DISCLOSURE AGREEMENT

NON-DISCLOSURE AGREEMENT FOR CONTRACT SERVICES

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

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

____ ______________________

U.S. Pretrial Services/Probation Officer Date

____ ______________________

Witness Date

J.5 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)

Date ____________________ Page ________ of ________

J.7 **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 ________

J.7 **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

J.8

PRETRIAL SHELTER
MONTHLY STATUS 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 PROGRAM PLAN: ☐ Amended Plan
3. DEFENDANT NAME:	3a. PACTS NO.	4. FOR PERIOD COVERING:

5. UA PHASE NO.	5a. TIME IN PHASE:	6.. CBT GROUP EXPECTED GRADUATION:	7. DEFENDANT EMPLOYED: ☐ Yes ☐ No ☐ Student ☐ Other

8. SERVICES SINCE LAST REPORT

a. Dates	b. Current Services (Name & No.)	d. Comments (No Shows, Tardiness, Issues Addressed)	e. Copay (amount collected)

9. DATES OF AUTHORIZED ABSENCES OF 24 HOURS OR MORE

☐ None ☐ Dates:

10. COMMENTS REGARDING DEFENDANT'S PROGRESS

a. Describe the defendant's goals addressed this month (☐ Met ☐ Not Met):

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

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

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

e. Discuss your observations of the defendant's behavior and commitment to successful outcomes (☐ Positive ☐ Negative):

g. Comments:

h. Overall Progress: ☐ Acceptable ☐ Unacceptable

SIGNATURE OF COUNSELOR	DATE

DISTRIBUTION: ORIGINAL CONTRACTOR

J.9

Urinalysis Testing Log

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

Defendant Name:

PACTS #:

Vendor Name & BPA #:

Month/Year:

Date Collected	Collected By	Defendant Signature	Bar Code Number	Medications Taken	Test Result	Drug Use Admitted (if yes specify drug)	Co-Pay Collected	Notes (special tests, observations etc.)

J.9 **SWEAT PATCH TESTING LOG**

COMPLETE ONE FORM PER DEFENDANT PER MONTH - to be used for project code 1012

COMPLETE THE FIRST FIVE COLUMNS UPON APPLICATION, AND THE LAST FOUR UPON REMOVAL (bill only upon removal)

Defendant Name ________________________ **PACTS #** ______________ **Month/Year**______________________________

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

Comments (please note any unusual occurrences):

J.9

BREATHALYZER LOG

COMPLETE ONE FORM PER DEFENDANT PER MONTH

Defendant Name________________________________ PACTS #__________________ Month/Year___________________

Date	Defendant's Signature/Initials	Collected By/Initials	Reason Tested	Test Results	Refusal

Comments (please note any unusual occurrences):

J.9 **BREATHALYZER INSTRUMENT LOG**

Vendor Name ____________________________

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

J.8

PRETRIAL SHELTER MONTHLY STATUS 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 PROGRAM PLAN: ☐ Amended Plan	
3. DEFENDANT NAME:	3a. PACTS NO.	4. FOR PERIOD COVERING:	
5. UA PHASE NO.	5a. TIME IN PHASE:	6.. CBT GROUP EXPECTED GRADUATION:	7. DEFENDANT EMPLOYED: ☐ Yes ☐ No ☐ Student ☐ Other

8. SERVICES SINCE LAST REPORT

a. Dates	b. Current Services (Name & No.)	d. Comments (No Shows, Tardiness, Issues Addressed)	e. Copay (amount collected)

9. DATES OF AUTHORIZED ABSENCES OF 24 HOURS OR MORE

☐ None ☐ Dates:

10. COMMENTS REGARDING DEFENDANT'S PROGRESS

a. Describe the defendant's goals addressed this month (☐ Met ☐ Not Met):

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

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

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

e. Discuss your observations of the defendant's behavior and commitment to successful outcomes (☐ Positive ☐ Negative):

g. Comments:

h. Overall Progress: ☐ Acceptable ☐ Unacceptable

SIGNATURE OF COUNSELOR	DATE

DISTRIBUTION: ORIGINAL CONTRACTOR

J.9

Urinalysis Testing Log

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

Defendant Name:

PACTS #:

Vendor Name & BPA #:

Month/Year:

Date Collected	Collected By	Defendant Signature	Bar Code Number	Medications Taken	Test Result	Drug Use Admitted (if yes specify drug)	Co-Pay Collected	Notes (special tests, observations etc.)

J.9

SWEAT PATCH TESTING LOG

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

Defendant Name ________________________ PACTS # ______________ Month/Year______________________________

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

Comments (please note any unusual occurrences):

J.9

BREATHALYZER LOG

COMPLETE ONE FORM PER DEFENDANT PER MONTH

Defendant Name________________________________ PACTS #__________________ Month/Year___________________

Date	Defendant's Signature/Initials	Collected By/Initials	Reason Tested	Test Results	Refusal

Comments (please note any unusual occurrences):

J.9 **BREATHALYZER INSTRUMENT LOG**

Vendor Name ____________________________

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

J.10

FACILITY SIGN IN/SIGN OUT LOG

Complete one form per defendant per month (additional sheets may be used). Include all scheduled/authorized leave.
Reminder: All leave must be approved in advance by supervising USPO/USPSO.

Defendant Name ________________________ **PACTS #** ______________ **Month/Year**______________________________

Date And Time Signed Out	Destination	Purpose of Leave	Scheduled Return Date and Time	USPSO/USPO Authorization	Staff Initials	Defendant's Initials	Date And Time Signed In	Notes

Comments (please include any observations or unusual occurrences):

J.12

STAFF QUALIFICATION STATEMENT

Within three business days, the vendor shall notify the CO in writing of any staff changes. For any new staff added under the agreement, the vendor complete the certification section below.

CERTIFICATIONS

By signing below, I certify the following:

- No proposed staff members providing direct delivery of services under this contract are currently 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 providing direct delivery of services under this contract have been convicted of any sex 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 sex offender registries.

- 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 VENDOR: ___________________________

VENDOR SIGNATURE: _____________________ DATE: ________________

Name	**Services Performed Specified by Project Code for Each Staff Person**	**Education**	**Relevant Experience**	**Current Licensure/ Credentials**

J.13

CHANGE OR ADDITION OF PERFORMANCE SITE(S)

Should a vendor and/or subcontractor choose to relocate a facility or add an additional site within the catchment area, the vendor shall complete the below outlining the changes. Said notification shall be provided no less than 30 days prior and include the facility address. On site visits will be conducted to verify that the offeror's facility complies with the requirements of the RFP. Upon approval of the site, the CO will send an SF-30, Modification of Contract, for mutual agreement of the parties to accept the revision.

1. Full address where services will be provided.

2. Identify whether this is a vendor change in site location or a subcontractor change in site location.

3. Indicate whether this is an additional site location or a complete change of location.

4. Indicate which project codes or services will be provided at the site:

CERTIFICATIONS

By signing below, I certify that our agency and any subcontractor(s) will maintain compliance with all applicable business and/or operating licenses as required by state and local laws and regulations, and maintain compliance with all federal, state and local fire, safety and health codes.

PRINTED NAME OF OFFEROR : ______________________

SIGNATURE: ______________________ DATE: _________________

J.14

MONITORING REPORT

District: Click or tap here to enter text.		**Procurement No:** Click or tap here to enter text.
Vendor: Click or tap here to enter text.		**Reviewed by:** Click or tap here to enter text.
Date of Visit: Click or tap to enter a date.	**Date of Report:** Click or tap to enter a date.	**Monitoring Period Covered:** Click or tap here to enter text.
Number of Open Plans: Click or tap here to enter text.		**Number of Files Reviewed:** Click or tap here to enter text.
Final Overall Rating: ☐ Satisfactory ☐ Unsatisfactory		**Corrective Action Plan:** ☐ Not Required ☐ Required Within Five Business Days

RATING CRITERIA

Rating	Description
Satisfactory (S)	During the monitoring period, the vendor meets the requirements of the Statement of Work (SOW) and operates within the terms and conditions of the agreement or there are few deficiencies with the vendor's performance.
Unsatisfactory (U)	During the monitoring period, there are patterns of deficiencies with the vendor's performance as to the requirements of the SOW that must be corrected.

Records, Conferences, Disclosures, and Emergency Procedures	S	U	N/A
1. File Content & Maintenance *(See Section C, C.14, General Requirements, Subsections (A) & (C).)* • The vendor's file contains chronological notes reflecting all significant contacts. • The vendor's file contains the Form PROB 45 Treatment Services Contract Program Plan (all amended or terminated PROB 45s), monthly status report, monthly sign-in logs, and drug testing logs (if applicable).	☐	☐	☐
2. Disclosure *(See Section C, C.14, General Requirements, Subsection (B).)* • The vendor protects defendant information, including pretrial records. • The vendor notifies the officer upon receipt of the legal process, requiring the defendant's disclosure.	☐	☐	☐
3. Vendor Testimony *(See Section C, C.14, General Requirements, Subsection (F).)*	☐	☐	☐

• The vendor does not create, prepare, offer, or provide any opinions, reports, or testimony that are not outlined by this SOW.			
4. Emergency Services and Contact Procedures *(See Section C, C.14, General Requirements, Subsection (H).)* • The vendor has established and made available to all defendants emergency contact procedures that are accessible 24 hours a day, 7 days a week.	☐	☐	☐
Comments and Positive Feedback: Click or tap here to enter text.			
Deficiencies: Click or tap here to enter text.			
Provision of Services	**S**	**U**	**N/A**
1. Case Staffing Conference *(See Section C, C.14, General Requirements, Subsection (D).)* • The vendor communicates with the USPO/USPSO at the following frequency outlined in C.14 General Requirements, (D) Case Staffing Conference of Section C. • The vendor's staff conferences with the USPO/USPSO include the defendant's goals and progress in the program, including noncompliance with residential placement or treatment, community observations, collateral supports, and/or officer-delivered interventions.	☐	☐	☐
2. Vendor Reports *(See Section C, C.14, General Requirements, Subsection (E).)* For Pretrial Shelter (9905) • If the USPO/USPSO requests, the vendor must prepare a written report within two business days and include a recommendation about whether the defendant's residence status should be continued or terminated. If recommending termination, the reason should be stated. • The monthly status report must be submitted with each monthly billing invoice and include information regarding the defendant's goals, action steps, obstacles, or setbacks; observations of the defendant's behavior; and recommendations for USPO/USPSO support. • The vendor must provide a written termination report to the USPO/USPSO on all defendants discharged from the pretrial shelter program. This report must be submitted within 30 days from the date of discharge.	☐	☐	☐

• The vendor must provide a written report within 24 hours each time action is taken against a defendant in response to noncompliant behavior immediately following telephone notification. At a minimum, the report must include the type of incident, date and time, persons involved, notifications made, any media or law enforcement attention, and a brief summary of the incident. The author of the incident report should clearly include the author's full name and job title and the date at the end of the report. For cognitive behavioral therapy (CBT) groups (2022): • The vendor must provide a typed program completion summary to the USPO/USPSO within 10 business days of completion or termination of the group.			
3. Notifying USPO/USPSO of Defendant Behavior *(See Section C, C.16, Notifying USPO/USPSO of Defendant Behavior.)* • In accordance with the SOW, the vendor notifies the USPO/USPSO of any violation behavior, including positive drug tests or drug testing violations, failure to comply with conditions of supervision, failure to arrive at the facility when expected, behavior that may increase risk to the community, and or/not following staff direction. • For CBT (CBT) groups (2022): The vendor provides notification in accordance with the SOW if the defendant/offender fails to report for therapy, conduct violating a condition of supervision occurs, or third-party risk issues are identified. • If the assigned USPO/USPSO is not available, the facilitator notifies a supervisor or the duty officer.	☐	☐	☐
4. Interactions With the Defendant *(See Section C.)* • Interventions address identified risks and goals as defined in the monthly status report. • For CBT groups (2022): Interactions include the use of cognitive and behavioral techniques, including but not limited to, cognitive restructuring, skill building using a structured learning approach (including modeling, role rehearsal and feedback), and teaching the skill of problem-solving to change thought patterns while teaching prosocial skills.	☐	☐	☐
Comments and Positive Feedback: Click or tap here to enter text.			
Deficiencies: Click or tap here to enter text.			
Staff, Facility, and Invoice Requirements	**S**	**U**	**N/A**
1. Invoicing *(See Section G.)*	☐	☐	☐

• The vendor submits accurate, complete, and timely invoices (no later than the tenth of the month).			
2. Vendor's Compliance With Sections E, F, G, and H of the SOW • The physical location is in a catchment area. • Office space preserves confidentiality. • Federal clients are immediately placed. • All requests to terminate placement for a defendant must be approved and a PROB 45 completed.	☐	☐	☐
3. Security and Accountability *(See Section C, C.5, General Requirements, Subsection (D).)* • The vendor maintains a defendant accountability program that ensures accountability in the facility and establishes a method for locating defendants when away from the facility, including log sheets.	☐	☐	☐
4. Facility Requirements *(See Section C)* • The vendor's facility meets facility requirements.	☐	☐	☐
Comments and Positive Feedback: Click or tap here to enter text.			
Deficiencies: Click or tap here to enter text.			

Interviews/Observations	
1. **Defendant** – A representative sample of defendants will be interviewed using a minimum of the following questions: a. I clearly understand the problems I need to work on in the facility. ☐ Not at All ☐ Somewhat ☐ Very Much b. I am not required to share information about the alleged instant offense. ☐ Never ☐ Sometimes ☐ All the Time c. I understand and agree with my goals while in the facility. ☐ Not at All ☐ Somewhat ☐ Very Much d. I am personally invested in my progress and what I need to do to achieve my goals. ☐ Not at All ☐ Somewhat ☐ Very Much e. What recommendations do you have for program improvement? f. What else is important for us to know?	
Number of Interviews:	Click or tap here to enter text.
2. **Summary of Responses:** Click or tap here to enter text.	
3. **USPO/USPSO** – A representative sample of officers will be interviewed using a minimum of the following questions:	

a. Do officers have a collaborative working relationship with the person(s) providing service delivery? b. What is going well? c. Does the vendor ensure that pretrial defendants are not required to share information about the alleged offense conduct? d. What recommendations do you have for program improvement? e. What else is important for us to know?

Number of Interviews:	Click or tap here to enter text.

4. **Summary of Responses:**
   Click or tap here to enter text.

5. **Vendor** – A representative sample of those providing service delivery will be interviewed using a minimum of the following questions:
   a. Does the person providing service delivery have a collaborative working relationship with officers?
   b. Describe the strategies used to address risk factors (if applicable).
   c. Describe the strategies used to ensure that pretrial defendants do not share information about the alleged offense conduct or make other incriminating statements.
   d. What is going well?
   e. What else is important for us to know?

Number of Interviews	Click or tap here to enter text.

Summary of Responses:
Click or tap here to enter text.

Group Observation (if applicable):

Click or tap here to enter text.

Number of Observations: Click or tap here to enter text.

Summary of Treatment Services Observation Form(s):

Click or tap here to enter text.

Summary of Participant Group Therapy Questionnaires:

Click or tap here to enter text.

Rating	
Satisfactory: ☐	**Unsatisfactory** ☐

Justification:

Click or tap here to enter text.

Deficiencies Requiring Corrective Action Plans (if applicable):

Click or tap here to enter text.

J.15

MONTHLY SIGN-IN LOG

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

Vendor:

Agreement No.:

Defendant:

PACTS No.:

Service Month/Year:

Required Co-Payment (if applicable):

Date	Defendant	Project Code	Time In	Time Out	Vendor Initials	Co-Pay Received	Comments (i.e., no show, delivery method of telemedicine no services)

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 (the Offeror lists names, titles, and telephone numbers of the authorized negotiators).

Names:
Titles:
Telephone:
Fax:
Email:

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

(A) "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 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 Offeror's failure or refusal to furnish the information may result in a 31 percent reduction in payments otherwise due under the contract.

(C) The government may use the TIN 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) **(Enter TIN):**

☐ A TIN has been applied for.

☐ A 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 (Not Exempt)

☐ Government Entity (Federal, State, or Local)

☐ Foreign Government

☐ International Organization Per 26 CFR 1.6049-4

☐ Other (Describe):

(F) Contractor Representations

As part of its offer, the Offeror represents that it is ☐ is not ☐ 51 percent owned and the management and daily operations are controlled by one or more members of the selected socioeconomic groups below:

☐ Women-Owned Business

☐ Minority-Owned Business (If selected, one subtype 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

Provision 3-20, Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (MAR 2019)

SECTION L. INSTRUCTIONS, CONDITIONS, AND NOTICE TO OFFERORS

L.1 General Instructions for Proposals

Request for Proposal

This request for proposal consists of Sections A through M.

(A) Section A – Solicitation/Offer/Acceptance Form, AO 367

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

(1) Block 8, as instructed on the form;

(2) Block 10, acknowledgment of amendments;

(3) Block 11, the Offeror's name and address;

(4) Block 12, telephone number;

(5) Block 13, name and title of the person authorized to sign the offer;

(6) Block 14, signature of the Offeror (This shall be signed by a representative authorized to commit the Offeror to contractual obligations. The signature can be electronic or physical.); and

(7) Block 15, date signed.

(B) Section B – Submission of Prices

(1) Services

This solicitation covers only service items for which the Judiciary has inserted an "X" next to the project code in Section B. The Offeror must provide a price for each identified project code (except for actual cost or administrative fees).

(2) Prices

The prices submitted must reflect the requirements of the Statement of Work for each project code requested and all terms and conditions of the contract that relate to that service item. (**Note:** The fiscal year for the federal government begins on October 1 of one calendar year through September 30 of the next. Pricing shall include the base fiscal year and pricing for each fiscal option year.)

(3) Acceptable Responses

(a) Unit Price

The government will not accept sliding price scales. 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 project codes the Offeror will be subcontracting, the Offeror shall insert the letter "S" following the price inserted in the Unit Price column. Subcontracting includes all services outsourced to fulfill the requirements of the agreement.

(d) Prices and "No-Shows"

The Judiciary does not reimburse vendors for Defendant/person under supervision "no-shows." When formulating pricing for services, the Offeror should consider incorporating the cost of "no-shows" into the proposed unit price. A "no-show" occurs when a Defendant/person under supervision does not report for scheduled services and/or does not cancel with at least 24 hours advance notice.

(4) Estimated Monthly Quantity

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

(C) Proposal Submission

(1) Proposals are due by the date and time specified in Section A, Block 6 of the Solicitation/Offer/Acceptance. (**Note:** Proposals shall be emailed to the person designated in Block 4 and/or 5 of Section A, Solicitation/ Offer/Acceptance). All email submissions must reference in the subject line the solicitation number indicated in Section A, Block 1 of the Solicitation/Offer/Acceptance. Hard copies will not be accepted, unless otherwise noted. It is the Offeror's responsibility to confirm the government's receipt of the proposal.

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

(3) Section I – Required Clauses

The Offeror shall register in the System for Award Management (www.sam.gov) at the time an offer is submitted. (**Note:** If awarded, the Offeror shall maintain registration in www.sam.gov. Failure to do so could result in delay in payments. Registration in www.sam.gov is not used in determining technical acceptability.)

(4) 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 submit the full section as that of the proposal. Completion of Section K is not used in determining technical acceptability.

The Offeror's statements, qualifications, and references (if applicable) contained in Attachments A through D to this solicitation document shall be completed and submitted as follows:

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

As part of its offer, each Offeror shall prepare and submit **CERTIFICATION OF COMPLIANCE STATEMENT** in which the Offeror certifies that it will provide the mandatory requirements stated in Sections C, E, F, G, H and I 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.

(6) Preparation of Background Statement (Attachment B)

Each Offeror shall prepare and submit as part of its offer a Each Offeror shall prepare and submit as part of its offer a **BACKGROUND DISCLOSURE** addressing the requirements in paragraphs 2.a. through d below. (See Attachment B). The Offeror shall identify and clearly label all required documents included in the submitted proposal. If the Offeror is proposing any subcontractors to perform services, the Offeror also shall comply with the requirements in paragraphs 2 a. through d. pertaining to each proposed contractor.

In the **BACKGROUND DISCLOSURE**, the Offeror shall:

(a) provide copies of all monitoring/compliance/audit reports for the previous 24 months from all federal, state, and local agencies. Offerors who are currently awarded an agreement with the USPO/USPSO conducting the solicitation are not required to provide copies of USPO/USPSO monitoring reports. However, the Offeror shall provide copies of all monitoring/compliance/ audit/ performance reports for the previous 24 months from other federal, state, and local agencies for similar services provided and/or any and all reports from any other USPO/USPSO offices within the previous 24 months. The government reserves the right to review past performance information from other sources.

(b) If the Offeror cannot provide copies of monitoring/ compliance/audit/performance reports or other certification of compliance due to no such documents existing (i.e., being a private practice or other documented reasons), the Offeror shall thoroughly document within its proposal the reason for no such reports.

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

(d) Specifically identify each performance site at which the Offeror and all proposed subcontractors intend to provide services in response to this solicitation. Offeror and subcontractor sites shall be located within the solicitation's identified catchment area and shall be operational sites at the time of the RFP submission. On-site evaluations will be individually performed at Offeror and subcontractor sites.

(e) Maintain compliance with all applicable business and/or operating licenses as required by state and local laws and regulations. The Offeror is responsible for ensuring that proposed subcontractors have all applicable business and/or operating licenses as required by state and local laws and regulations.

(f) Maintain compliance with all federal, state, and local fire, safety, and health codes. The Offeror is responsible for ensuring that proposed subcontractors have appropriate documentation demonstrating compliance with all federal, state and local fire, safety, and health codes.

(g) By submitting the **BACKGROUND DISCLOSURE**, the Offeror certifies that all information contained therein is correct and accurately reflects the Offeror's ability to perform. The government reserves the right to review past performance information from other sources.

(7) Preparation of Staff Qualifications (Attachment C)

(a) The Offeror shall prepare and submit the **OFFEROR'S STAFF QUALIFICATION FORM** (see Attachment C) for all staff providing direct delivery of services under any resultant contract. The Offeror shall include the name and services that will be performed, specified by numeric project code, education, relevant experience, and current licenses/credentials. (**Note:** The Offeror is not required to provide documentation of the education, credentials, licenses, and certification of staff. However, the Offeror shall verify that the information is accurate and that any required licenses are current.)

(b) The Offeror shall also certify that no proposed staff are currently under investigation for or charged with a criminal offense and/or no proposed staff are currently under pretrial, probation, parole, mandatory release, or supervised release (federal, state, or local).

(c) The Offeror shall also certify that no proposed staff 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 in the sex offender registry. Attachment C shall also be prepared for all proposed subcontractor staff performing services.

(8) Preparation of Offeror’s References (Attachment D)

The Offeror shall provide three references (federal, state, or local government agencies and/or private organizations), using Attachment D, for whom the Offeror has provided the same or similar type of treatment and other services identified in this RFP within the past three years. Offerors who are currently awarded an agreement with the USPO/USPSO office soliciting these services are not required to provide references. Agreements with other federal agencies – even if for same or similar type of services – are required to provide references. (**Note:** References should not include current USPO/USPSO employees or other U.S. courts employees.) Provide the contact person’s name, agency and title, phone number, and email address. It is the Offeror’s responsibility to notify references. The government reserves the right to contact any reference and consider the information provided as part of its responsibility determination.

(9) Section L - Instructions, Conditions and Notices to Offerors, and M - Evaluation Criteria

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

L.2 Provision 3-100, Instructions to Offerors (APR 2013)

(A) Definitions as Used in This Provision

(1) **“Discussions”** are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's (CO) discretion, result in the Offeror being allowed to revise its offer.

(2) **“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.

(3) **“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.

(4) **“Offer Revision”** is a change to an offer made after the solicitation closing date, at the request of or as allowed by a CO as the result of negotiations.

(5) **"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, the period will include the next working day.

(B) Amendments to Solicitations

If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s). An Offeror's failure to acknowledge amendments affecting price, quantity, quality, or delivery may result in the Offeror's proposal being determined unacceptable where award is made without discussions.

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

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

(a) the solicitation number;

(b) the Offeror's name, address, and telephone and facsimile numbers (and electronic address, if available);

(c) 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;

(d) 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

(e) the 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.

(2) Submission, modification, revision, and withdrawal of offers

(a) 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.

(b) 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:

(i) it is received before award is made;

(ii) the CO determines that it’s in the Judiciary’s best interest;

(iii) the CO determines that accepting the late offer would not unduly delay the procurement; and

(iv) 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 before the date specified for receipt of offers; or

(v) 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 before the time set for receipt of offers; or

(vi) it is the only offer received.

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.

(c) 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.

(d) 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 workday on which normal Judiciary processes resume.

(e) 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.

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

(g) 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.

(h) Offerors may submit revised offers only if requested or allowed by the CO.

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

(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 the Offeror proposes a different period).

(E) Restriction on Disclosure and Use of Data

Offerors that include data in their offer 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.

(5) The Judiciary reserves the right to conduct discussions if the CO later determines them to be necessary. If the CO 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 CO 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.

(6) 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.

(7) 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.

(8) Exchanges with Offerors after receipt of an offer do not constitute a rejection or counteroffer by the Judiciary.

(9) 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 CO determines that the lack of balance poses an unacceptable risk to the Judiciary.

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

(11) 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.

(12) The Judiciary may disclose the following information in post-award debriefings to other Offerors when:

(a) the overall evaluated price or price and technical rating of the successful Offeror;

(b) the overall ranking of all Offerors when any ranking was developed by the Judiciary during source selection;

(c) a summary of the rationale for award; and

(d) for procurements of commercial items, the make and model of the item to be delivered by the successful Offeror.

Attachment A

OFFEROR'S CERTIFICATION OF COMPLIANCE STATEMENT

As required in Section L.1, Preparation of Certification of Compliance Statement, the Offeror shall complete the certification below.

I, the Offeror, hereby certify that I will provide the mandatory requirements stated in Sections C, E, F, G, H, and I 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, the Offeror, hereby certify that all below-listed subcontractors (if applicable) will provide the mandatory requirements stated in Sections C, E, F, G, H, and I 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.

Include below the names of all subcontractors (if applicable):

Offeror's Printed Name: ____

Offeror's Signature: ______________________ Date: ____________________

Title: ______________________________

Attachment B

OFFEROR’S BACKGROUND DISCLOSURE

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

Attach monitoring/compliance/audit/performance reports as referenced in 2(a), if applicable. If the Offeror cannot provide copies of monitoring/compliance/audit/performance reports, or other certification of compliance, the Offeror shall thoroughly document the reason for no such reports.

List below the full address(es) of each performance site where services will be provided (as well as all performance sites a subcontractor will use). If using 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).

Offeror’s Printed Name: ______________________________

Offeror’s Signature: ______________________ Date: ______________________

Title: ______________________________

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 and label 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, the Offeror, certify the following:

No proposed staff providing direct delivery of services under this contract are currently 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 providing direct delivery of services under this contract have been convicted of any sex 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 sex offender registries.

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.

Offeror's Printed Name: ______________________________

Offeror's Signature: ______________________ Date: ______________________

Title: ______________________

Attachment C (cont.)

Name	Services Performed Specified by Project Code for Each staff Person	Education	Relevant Experience	Current Licensure/ Credentials

Attachment D

OFFEROR'S REFERENCES

As required in Section L.1, the Offeror shall provide three references below:

Reference No. 1

Name and Title:

Agency Name and Physical Address:

Phone Number:

Email Address:

Reference No. 2

Name and Title:

Agency Name and Physical Address:

Phone Number:

Email Address:

Reference No. 3

Name and Title:

Agency Name and Physical Address:

Phone Number:

Email Address:

SECTION M. EVALUATION FACTORS FOR AWARD

M.1 Basis for Award

Selection of vendors with whom the USPO/USPSO office will establish BPAs will be based on technical acceptability and the lowest price to the government. If the solicitation document identifies that BPAs 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 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 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 mandatory service requirements set forth in the Request for Proposal. **Offerors who do not meet these requirements will be deemed to be technically unacceptable and will receive no further consideration**. If all Offeror proposals are deemed technically unacceptable, all Offerors will be provided the opportunity to correct deficiencies and resubmit a technically acceptable proposal. The Offeror(s) will be so advised. Proposed subcontractor personnel qualifications and facilities will be evaluated and considered in the determination of the Offeror’s technical acceptability. The review of the criteria shall be based on the Offeror’s Technical Proposal, which contains the Offeror’s Certification of Compliance, Offeror’s Background, and Offeror’s Staff Qualifications. Each of these shall demonstrate how the Offeror will perform/meet the requirements of the RFP.

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

SECTION B – SUBMISSION OF PRICES

The Offeror provided pricing for every identified project code (except for actual cost or administrative fees).

☐ Yes ☐ No

SECTION I – REQUIRED CLAUSES

The Offeror has registered in the System for Award Management (www.sam.gov). (Must be completed before award but is not used in determining technical acceptability.)

☐ Yes ☐ No

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

The Offeror checked or completed all applicable boxes or blocks in the paragraphs under Section K of the solicitation document and resubmitted the full section with the proposal. (Required but not used in determining technical acceptability).

☐ Yes ☐ No

SECTION L – CERTIFICATION OF COMPLIANCE STATEMENT

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

☐ Yes ☐ No

The Offeror identified all subcontractors in the OFFEROR'S CERTIFICATION OF COMPLIANCE STATEMENT.

☐ Yes ☐ No ☐ N/A

SECTION L – BACKGROUND DISCLOSURE

The Offeror provided copies of all monitoring/compliance/audit/performance reports for the previous 24 months from all federal, state, and local agencies for similar services. Offerors who are currently awarded an agreement with the USPO/USPSO conducting the solicitation are not required to provide copies of USPO/USPSO monitoring reports. However, the Offeror shall provide copies of all monitoring/compliance/audit/performance reports for the previous 24 months from other federal, state, and local agencies for similar services provided and/or any and all reports from any other USPO/USPSO office within the previous 24 months.

☐ Yes ☐ No ☐ N/A

The Offeror expressly stated in its proposal that it cannot provide copies of monitoring/compliance/audit/performance reports or other certification of compliance due to no such documents existing (e.g., being a private practice or other documented reasons).

☐ Yes ☐ No ☐ N/A

Monitoring/compliance/audit/performance reports have a satisfactory rating (or have remedied any unsatisfactory rating and provided documentation of same).

☐ Yes ☐ No ☐ N/A

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

☐ Yes ☐ No ☐ N/A

The Offeror signed and submitted Attachment B, OFFEROR'S BACKGROUND DISCLOSURE, certifying compliance with the requirements as listed in L.1 (A) through (D) of Section L.

☐ Yes ☐ No

SECTION L – STAFF QUALIFICATIONS

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

☐ Yes ☐ No

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

☐ Yes ☐ No

SECTION L – PREPARATION OF OFFEROR'S REFERENCES

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

☐ Yes ☐ No ☐ N/A

SECTION C – FACILITY REQUIREMENTS (ON-SITE VISITS)

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

An on-site visit is not required for Offerors who are currently awarded an agreement with the Judiciary, unless the Offeror's proposal includes a performance site where services are not currently provided under the existing agreement.

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

☐ Yes ☐ No

There is a private office space that preserves both the integrity of the confidential relationship and the client's personal dignity.

☐ Yes ☐ No

There is a secured filing or electronic storage system to preserve confidentiality of defendant/ person under supervision services.

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

Emergency and evacuation plans and diagrams are posted.

☐ Yes ☐ No

There are smoke detectors on each floor.

☐ Yes ☐ No

The facility is in compliance with state and local licensure requirements for residential services.

☐ Yes ☐ No

Urine Collection Testing Only

There is a dedicated bathroom or one that can be secured for collecting urine.

☐ Yes ☐ No

There is a secured room for the storage of specimens and supplies.

☐ Yes ☐ No

M. 4 Evaluation of Price

The government will determine total evaluated price (TEP) for required services using the following formula:

(A) Determining TEP – Multiply estimate monthly quantity (EMQ) by 12 months to get a yearly quantity. Multiply that figure by the unit price offered to arrive at the TEP for that project code. Yearly prices of project codes are totaled to arrive at TEP for each Offeror.

(B) Project codes that are offered at no charge (N/C) will be evaluated in the life of agreement comparison by entering $0.00 for the unit price.

(C) Project codes that are reimbursable at actual prices or at a travel regulation rate are not considered in the price comparison.

(D) Project codes not marked as required services will not be evaluated or considered.

(E) TEP shall be ordered in rank 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 before the contract award. For an Offeror to be found responsible, the Offeror must not be on the List of Parties Excluded From Federal Procurement and Non-Procurement Programs and references (if applicable) must show satisfactory performance. If the Offeror is found non-responsible, that Offeror will be rejected and will receive no further consideration for award. If an Offeror is rejected based on a determination of non-responsibility, a determination will be made on the next apparent successful Offeror.