IMPORTANT NOTE:

This solicitation is being completed via Second Chance Act funding; subsequently, this is a one-year BPA. At this time, the rules do not allow for options years.

AO 367
(Rev. 6/11)

SECTION A	SOLICITATION / OFFER / ACCEPTANCE

1. Solicitation No.	2. Date Issued	3. Award No.
0869-15-CogRC	**07/28/2014**	

4. Issued By:	5. Address Offer To (if other than Item 4):
Rick LeVeque **U.S. Probation Office** **515 9th Street, Room 203**	

SOLICITATION

6. Offers in original and **0** copies for furnishing the required services listed in Section B will be received at the place specified in Item 5, or if handcarried, in the depository located:

Same

until **05:00 PM** (hour) local time **08/29/2014** (date)

7. For Information call:	
a. Name **Rick LeVeque**	b. Telephone **(605) 399-5928**

TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I – THE SCHEDULE				PART II – AGREEMENT CLAUSES	
X	A	SOLICITATION/OFFER/ACCEPTANCE	1	X	I	REQUIRED CLAUSES	3
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2			PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
X	C	DESCRIPTION/SPECS./WORK STATEMENT	16	X	J	LIST OF ATTACHMENTS	17
X	D	PACKAGING AND MARKING	1			PART IV – REPRESENTATIONS AND INSTRUCTIONS	
X	E	INSPECTION AND ACCEPTANCE	1	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OR OFFERORS	2
X	F	DELIVERIES OR PERFORMANCE	1				
X	G	AGREEMENT ADMINISTRATION DATA	4	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	13
X	H	SPECIAL AGREEMENT REQUIREMENTS	4	X	M	EVALUATION CRITERIA	4

OFFER

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

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

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

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

SECTION B - SUPPLIES OR SERVICES AND OFFEROR'S PRICES

The United States District Court for the District of South Dakota is soliciting a vendor to provide substance abuse, mental health, and/or sex offender treatment services. A Vendor must be capable of providing services within a geographic area encompassing Rapid City.

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

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

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

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

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

COGNITIVE BEHAVIORAL TREATMENT:

	PROJECT CODE	REQUIRED SERVICES		ESTIMATED MONTHLY QUANTITY	UNIT PRICE
X *	3122	Manualized Group	2015	20	

Unit: per 30 minute session

1.3 Scope

ENTER DESIRED PROJECT CODES, WITH DESCRIPTION AND VENDOR REQUIREMENTS HERE:

Cognitive Behavioral Treatment (CBT)

The goal of this intervention is to change the way offenders think, hence changing the way they behave. More specifically, CBT restructures an offender/defendant's thought patterns while simultaneously teaching pro-social skills. This type of intervention is effective in addressing criminogenic needs such as anti-social values and low self-control.

The vendor shall provide:

*** Manualized Cognitive Behavioral Group (3122) – Unit is one 30 minute session:** The group will be led by a trained facilitator as defined below. The group shall offer a structured approach to a specific component of an intervention plan and address the criminal thinking component of a defendant/offender. Curriculum materials should: contain opportunities to practice newly learned behavior; include an articulated theory and evidence supporting its effectiveness with offenders; be consistent with underlying theory; should be supported by research or evidence of effectiveness; and should employ multiple strategies proven to be effective in teaching prosocial skills to offenders; and should be grounded in behavioral, social learning and cognitive appraoaches. Examples of this type of group are Moral Reconation Therapy and Thinking for a Change, Problem Solving Skills in Action, Choices and Changes, and The Change Companies.

******Local Service language applies to this solicitation******

NOTE: Insert 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 the SOW 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 Office of Probation and Pretrial Services (OPPS) at the Administrative Office of the United States Courts. All local needs shall be approved, in writing, by OPPS.**

******3122******

1) The curriculum used for **the Manualized Cognitive Behavioral Group must be the Change Companies-Getting It Right curriculum**. The vendor shall provide each offender the participate workbook.

2) The vendor must ensure each defendant/offender completes a pre- and post-test, which measures antisocial attitudes, values, and beliefs directly related to criminal activity. If

the curriculum does not include a pre- and post-test, the vendor shall utilize The Criminal Sentiments Scale-Modified, which will be provided by the U.S. Probation Office in the District of South Dakota.

The vendor shall ensure:

a. A trained facilitator shall successfully complete training for the specific manualized CBT program being utilized. The completion of such training shall be documented. A trained facilitator shall not be required to have clinical oversight.

b. Practitioners prepare treatment plans that include (1) short and long-term measurable goals and objectives the defendants/offenders will be attempting to achieve; (2) type and frequency of services to be received; (3) specific criteria for program completion and the anticipated time-frame; and (4) no less than every 90 days documentation of treatment plan review (including defendant/offender input) documenting continued need for treatment. The plan shall include information on family and significant other involvement (community support programs, etc.). Note: treatment plan shall be attached to the monthly progress report provided to the USPO/USPSO after every revision, but at least every 90 days;

c. Emergency services (e.g. after hours phone numbers, local hotlines) shall be available for defendant/offenders when counselors are unavailable. Emergency phone calls shall be included in the basic unit price;

d. Only face-to-face contacts between practitioner and defendants/offenders (or family) are invoiced.

e. A discharge summary shall be submitted to the USPO/USPSO within 15 days of termination. That summary shall include a reason for discharge, prognosis and any recommendations for future care. In all cases, the discharge status (i.e. successful discharge, unsuccessful discharge, interruption of treatment, etc.) shall be clearly stated; and

Counselors shall contact the USPO/USPSO **within 24 hours** if the defendant/offender fails to report for treatment, violation conduct occurs, or third party risk issues are identified.

1. DESCRIPTION/STATEMENT OF WORK

1.1 INTRODUCTION

a. Pursuant to the authorities contained in 18 U.S.C. 3154 and 3672 and under the *Second Chance Act* (Public Law No. 110-199) and the *Judicial Administration and Technical Amendments Act* of 2008 (Public Law No.110-406), contracts or blanket purchase agreements may be awarded to provide reentry services for federal defendants/offenders supervised by the United States Probation Office and United States Pretrial Services Offices under the terms and conditions of this agreement. Where services are provided for pretrial services, the vendor shall submit separate invoices for such services provided to the referring agency.

b. The services to be performed are indicated in the RFQ(request for quote). The vendor shall perform all services indicated in the Statement of Work of this agreement.

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

DEFINITIONS

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

b. **"Solicitation"** means a request for quotations (RFQ) in negotiation.

c. **"Government"** means United States Government.

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

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

f. **"Contracting Officer"** means the person designated by the Director or his duly authorized representative to execute this Agreement on behalf of the Government,

and any other successor Contracting Officer who has responsibility for this Agreement; and the term includes, except as otherwise provided in this Agreement, the authorized representative of a Contracting Officer acting within the limits of his written authority.

g. **"Client"** means any defendant/offender receiving reentry services while under the supervision of the Federal Probation and Pretrial Services System.

h. **"Reentry Services"** means any service, other than substance abuse and mental health treatment, designed to protect the public and promote successful reentry of the offender into the community, to include treatment, equipment and emergency housing, corrective and preventative guidance and training and other rehabilitative services.

i. **"Probation Officer"** (i.e., USPO) means an individual appointed by a United States District Court to provide pretrial, presentence and supervision (pre and post sentence) services for the court. "Probation Officer" refers to the individual responsible for the direct supervision of an individual receiving reentry services.

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

k. **"Pretrial Services Officer"** (i.e., PSO) means the individual appointed by a United States District Court to provide pretrial release investigations, recommendations and supervision services for that court. "Pretrial Services Officer" refers to the individual responsible for the direct supervision of an individual receiving reentry services.

l. **"Chief Pretrial Services Officer"** (i.e., CPSO) means the individual appointed by the court to supervise the work of the court's pretrial services staff.

m. **"Designee"** means the person selected by the Chief Probation Officer or the Chief Pretrial Services Officer to act in his/her behalf in reentry service matters.

n. **"Clarifications"** are limited exchanges, between the Government and offerors, that may occur when award without discussions is contemplated. If award will be

made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of proposals or to resolve minor or clerical errors.

o. "AOUSC" - Administrative Office of the U.S. Courts

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

q. "Probation Form 17" - U.S. Probation Travel Log **(Attachment 5)**

r. "Probation Form 45" - Program Plan **(Attachment 1)**

s. "Probation Form 46R" - Monthly Progress Report **(Attachment 2)**

t. "COTR" - Contracting Officer Technical Representative

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

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

1.2 PURPOSE OF SERVICES

The United States Probation and Pretrial Services Office (hereafter USPO/USPSO) shall provide a Program Plan (Probation Form 45 - **Attachment 1**) for each defendant/offender for whom services are authorized. The vendor shall provide services strictly in accordance with the Program Plan for each defendant/offender. The Government shall not be liable for any services provided by the vendor that have not been authorized for that defendant/offender in the Program Plan. The United States Probation Officer and United States Pretrial Services Officer may provide amended Program Plans during the course of service delivery. The United States Probation/Pretrial Services Office will notify the vendor verbally and in writing via Probation 45 when services are to be terminated and shall not be liable for any services provided by the vendor subsequent to the verbal or written notification.

1.3 SCOPE

1. **Vocational Testing, Training, Counseling, and Placement Services**
The vendor shall provide one or more of the following services as indicated by the listing of the specific project code(s) in the RFQ:

a. **Vocational/Occupational/Career-Planning Assessment and Report (3010) - Unit: per assessment (total fee) -** Formal assessment of an individual's interests, abilities, and preferences is crucial to placement in an occupation or training program to allow for the best opportunity for success. This service shall also include appropriate tests and inventories, and will be used to identify existing capabilities and limitations related to occupational and career development and sociocultural or environmental conditions that impede or enhance success for the defendant/offender. The report shall contain personal characteristics and vocational issues of the individual and provide test and assessment results in general terms. The report shall include specific recommendations to the officer and practitioners about realistic employment/training options and job suitability which provide guidance toward implementation of needed services or interventions.

The vendor shall provide:

(1) At least one comprehensive face-to-face interview **and** a typed report shall be provided to the USPO/USPSO **within 10 business days** of the vendor's last personal contact with the defendant/offender. At a minimum, the written report shall address the following:

(a) Identification of all formal testing instruments and/or inventories used and administered as well as scores, interpretations, and recommended interventions;

(b) Profile and prioritization of the needs related to job readiness, barriers to employment, and issues that could impact job retention and/or training completion, especially as it relates to supervision;

(c) Profile and prioritization, as it relates to supervision, of the defendant's/offender's current needs and concerns related to occupational and career development including occupational interests, skills, and abilities, job readiness, educational and training needs, work values, career beliefs and thoughts, and/or career maturity, educational or intellectual deficits, job retention, employment barriers and removal strategies, as well as referrals; and

(d) Summary of findings and recommended interventions based on assessment, testing, and interview results, as well as the development of a written, employment plan consisting of an individualized problem/need description, specific outcome goals,

and a concrete, clearly defined action plan with strategies, time-lines, and responsible parties.

The vendor shall ensure:

(1) That the vocational/occupational/career assessment and report is conducted and prepared by licensed/certified/credentialed individuals who possess Global Career Development facilitator (GCDF) certification, and fulfill the standards of practice established by his/her professional regulatory body for the purpose of completing the assessment, and

(2) That the vendor contacts the USPO/USPSO **within 24 hours** if the defendant/offender fails to report for appointments, violation conduct occurs, or third party risk issues are identified, and that any such conduct is documented in writing to the USPO. Factors which increase general risk of violence shall be communicated to the USPO/USPSO assigned to the case.

b. **Testing and Work Skills Evaluation and Report (3011) - Unit: per evaluation (total fee)** - Specific testing or evaluation utilizing staff trained in administering and interpreting vocational tests which may include but is not limited to career interests, abilities, skills, and values; work-related personality traits, career beliefs and thoughts, career maturity or decidedness, job aptitude, and job readiness skills.

The vendor shall ensure:

(1) This service is provided by licensed/certified/credentialed individuals who possess the recognized credentials/qualifications of, and fulfills the standards of practice established by his/her professional regulatory body for the purpose of completing a vocational or occupational test, evaluation, or assessment, or by individuals who minimally hold a BA/BS degree in a related behavioral science field, and have at least one year of experience in providing testing and work skills evaluation or occupational/vocational services;

(2) That assessments conducted by para-professionals who do not meet the criteria above are under the direct supervision of a qualified/credentialed practitioner as permitted by the agency/individual's professional regulatory body;

(3) That the vendor contacts the USPO/USPSO **within 24 hours** if the defendant/offender fails to report for appointments, violation conduct occurs, or third party risk issues are identified, and that any such conduct is documented in writing to the USPO. Factors which increase general risk of violence shall be communicated to the USPO/USPSO assigned to the case; and

(4) That a specific, measurable vocational/career plan tailored to the individual is developed which contains recommended interventions and referrals based on the results of the assessment, existing training resources in the individual's field, local employment opportunities, alternatives to full-time employment based on defendant/offender limitations, and the empowerment that results from the defendant/offender's involvement in the decisions.

c. **Job Readiness Training (3020) - Unit: per 30 minute session** -Training that provides job readiness preparation and instruction to improve defendant/offender skills in obtaining employment. This training shall be in 30 minute units with a frequency and duration that is determined by the USPO/USPSO in consultation with the provider, and clearly stated in the Program Plan (Probation Form 45). This training may include the following:

(1) resume preparation,
(2) interview techniques,
(3) appropriate dress,
(4) problem-solving,
(5) effective communication skills,
(6) assertiveness training,
(7) identification of and plans to address employment barriers,
(8) development of learning skills,
(9) professional or on-the-job conduct to prepare for unsubsidized employment/training,
(10) GED, ESL, and/or work-place literacy,
(11) retention and advancement planning, and/or
(12) other job readiness instruction to improve employment outcomes.

The vendor shall ensure:

(1) That this service is provided by individuals who meet the required education and experience requirements, or possess the recognized credentials/qualifications of, and fulfill the standards of practice established by his/her recognized state or professional regulatory body.

The individual shall minimally hold a BA/BS degree in a related behavioral science field and have at least one year of experience in job readiness training;

(2) That any services conducted by para-professionals who do not meet the criteria above are under the direct supervision of a qualified/credentialed practitioner as permitted by his/her recognized state or professional regulatory body and hold a BA/BS degree in a related behavioral science field with at least one year of experience in job readiness training;

(3) That a discharge summary (typed as requested by USPO/USPSO) is submitted to the USPO/USPSO **within 15 business days** of when services are terminated. The summary shall include goals attained, remaining needs, reason for discharge, and any recommendations for future interventions or referrals. In all cases, the discharge status (i.e., successful discharge, unsuccessful discharge, interruption of services, etc.) shall be clearly delineated; and

(4) That the vendor contacts the USPO/USPSO **within 24 hours** if the defendant/offender fails to report for appointments, violation conduct occurs, or third party risk issues are identified, and that any such conduct is documented in writing to the USPO. Factors which increase general risk of violence shall be communicated to the USPO/USPSO assigned to the case.

d. **Vocational and Career Counseling**

Vocational and career counseling is a clinical interaction between a defendant/offender and a trained and certified career counselor. The interactions are deliberate and based on completed assessments and interest inventories that serve as information and instruction to career guidance. A plan is developed to identify goals, opportunities, and barriers that may enhance or inhibit the defendant/offender's progress or job retention.

The vendor shall provide for each of the vocational and career counseling project codes ordered: (3022, 3023, 3024):

(1) A Vocational/Career Plan that provides (1) short and long-term goals that identify needs and barriers related to employment and job retention and a plan to address these; (2) measurable objectives related to the achievement of the corresponding goals; (3) recommended type and frequency of

services to be received; (4) specific criteria for program completion and the anticipated time-frame; (5) documented vocational/career plan review (including defendant/offender's input) and documentation of continued need for services (at least every 90 days). The plan shall include information on the inclusion and/or referral of family and significant others. Each completed career plan shall be attached to the corresponding month's monthly progress report provided to the USPO/USPSO.

(2) At least one of the following (or any combination thereof) as clinically indicated by need, and as designated on the Program Plan following consultation between the USPO/USPSO and provider:

(a) **Individual Career Counseling (3022) - Unit: per 30 minute session** - to one defendant/offender covering occupational and career development topics such as occupational interests, skills, and abilities, job readiness, education and training, self-discovery, understanding and adapting to the world of work, understanding and implementing career, educational, and training decisions, life skills, career planning, budgeting, work values, career beliefs and thoughts, career maturity, work ethics, job retention, employment barriers and removal strategies, and/or;

(b) **Group Career Counseling (3023) - Unit: per 30 minute session-** to two or more defendants/offenders but no more than sixteen; covering occupational and career development topics such as occupational interests, skills, and abilities, job readiness, education and training, self-discovery, understanding and adapting to the world of work, understanding and implementing career, educational, and training decisions, life skills, career planning, budgeting, work values, career beliefs and thoughts, career maturity, work ethics, job retention, employment barriers and removal strategies, and/or;

(c) **Employment Retention Group (3024) - Unit: per 30 minute session** - to two or more defendants/offenders but no more than sixteen that include, but are not limited to, past or potential job loss triggers, contingency planning, problem-solving in the workplace, communication skills, advancement planning, continued barrier identification with action plans to address the barriers and any identified job loss indicators.

Note: Vocational/Career Counseling Services (3022, 3023, 3024) shall be in 30 minute units with a frequency and duration to be jointly defined by the USPO/USPSO and provider, and clearly stated in the Program Plan (Probation Form 45).

The vendor shall ensure:

(1) That these services are provided by licensed/certified individuals who possess the qualifications/credentials of, and fulfill the standards of practice established by his/her recognized state or professional regulatory body, or by individuals who minimally hold a BA/BS degree in a related behavioral science field, and have at least one year of experience in providing vocational/career counseling services;

(2) That any services conducted by para-professionals who do not meet the criteria above are under the direct supervision of a qualified/credentialed practitioner as permitted by the agency/individual's professional regulatory body and hold a BA/BS degree in a related behavioral science field with at least one year of experience in job readiness training; and

(3) That a discharge summary (typed as requested by USPO/USPSO) is submitted to the USPO/USPSO **within 15 business days** of when services are terminated. The summary shall include goals attained, remaining needs, reason for discharge, and any recommendations for future interventions or referrals. In all cases, the discharge status (i.e., successful discharge, unsuccessful discharge, interruption of services, etc.) shall be clearly delineated;

(4) That the vendor contacts the USPO/USPSO **within 24 hours** if the defendant/offender fails to report for appointments, violation conduct occurs, or third party risk issues are identified, and that any such conduct is documented in writing to the USPO. Factors which increase general risk of violence shall be communicated to the USPO/USPSO assigned to the case.

e. **Subsidized On-the-Job-Training (3030) - Unit: total fee (up to 50% of market wage rate)** -Training by an employer, as outlined on the Program Plan following consultation between the USPO/USPSO and service provider, provided to the defendants/offenders while engaged in productive work on a job that:

(1) Provides knowledge or skills essential to the full and adequate performance of the job,

(2) Provides reimbursement to the employer of up to 50% of the market wage rate of the defendant/offender, as an incentive to hire the defendant/offender and for the extra-ordinary costs of providing the training and additional supervision related to the training; and,

(3) Is limited to a duration of no more than 90 days, as designated on the Program Plan, and that is appropriate to the occupation for which the defendant/offender is being trained, taking into account the content of the training, prior work experience and other services provided to the defendant/offender.

The vendor shall ensure:

(1) That these services, when applicable are provided by licensed/certified individuals who possess the qualifications/credentials of, and fulfill the standards of practice established by his/her recognized state or professional regulatory body;

(2) That the vendor contacts the USPO/USPSO **within 24 hours** if the defendant/offender fails to report for appointments, violation conduct occurs, or third party risk issues are identified, and that any such conduct is documented in writing to the USPO. Factors which increase general risk of violence shall be communicated to the USPO/USPSO assigned to the case.

(3) That the vendor utilizes the Department of Labor Wage Determination as required by the Service Contract Act to determine the market wage rate for this project code. **(Attachment 7)**

NOTE: The vendor may charge an **Administrative Fee (3031)** for **Defendant/Offender Subsidized On the Job Training (3030)** which is a reasonable monthly fee to administer subsidized on the job training funds, not exceeding five (5) percent of the monthly funds distributed under **Subsidized On the Job Training (3030).**

f. **Job Training (3040) - Unit: per day** -Training that provides instruction in a classroom or work-site setting designed for specific occupations to assist the participant in gaining the technical skills and/or information required to successfully perform a specific job or group of jobs. The vendor shall provide training services as outlined on the Program Plan following consultation with the USPO/USPSO which may include:

(1) Training for non-traditional employment;

(2) Programs that provide workplace training with related instruction, which may include activities such as cooperative education programs, job shadowing, internships, career simulations, and/or on-the-job training;

(3) Training programs operated by the private and public sector;

(4) Skill upgrading and retraining which may include:

(a) Courses that provide instruction toward preparation for entrance into a new occupation;

(b) Promoting skills upgrading to train defendant/offenders in specific skills needed by a particular business or industry that could lead to career growth or increased wages;

(c) Course instruction that develop occupational or professional competencies that will result in the acquisition of transferrable skills or an industry-recognized certification or credential.

The vendor shall ensure:

(1) When applicable, that these services are provided by licensed/certified individuals who possess the qualifications/credentials of, and fulfill the standards of practice established by his/her recognized state or professional regulatory body, or by individuals who minimally hold a BA/BS degree in a related behavioral science field, and have at least one year of experience in providing vocational/career counseling services;

(2) That any services conducted by para-professionals who do not meet the criteria above are under the direct supervision of a credentialed practitioner as permitted by his/her recognized state or professional regulatory body and hold a BA/BS degree in a related behavioral science field with at least one year of experience in job readiness training.

(3) That a discharge summary (typed as requested by USPO/USPSO) is submitted to the USPO/USPSO **within 15 days** of when services are terminated. The summary shall include goals attained, remaining needs, reason for discharge, and any recommendations for future interventions or

referrals. In all cases, the discharge status (i.e., successful discharge, unsuccessful discharge, interruption of services, etc.) shall be clearly delineated; and

(4) That the vendor contacts the USPO/USPSO **within 24 hours** if the defendant/offender fails to report for appointments, violation conduct occurs, or third party risk issues are identified, and that any such conduct is documented in writing to the USPO. Factors which increase general risk of violence shall be communicated to the USPO/USPSO assigned to the case.

g. **Job Placement and Retention (3051) - Unit: total fee to be paid at 30-60-90-120 day intervals** - Placement of defendants/offenders in jobs approved by the USPO/USPSO prior to placement and assistance to defendants/offenders to promote job retention. The placement follow-up services shall be at no less than 30, 60, 90 and 120 days subsequent to placement and the vendor shall:

(1) have at least two monthly defendant/offender contacts. Contacts to discuss defendant/offenders' adjustment may be on-the-job, or in other locations. Contacts with the employer also may include other defendant/offender-related matters.

(2) obtain USPO/USPSO approval before providing placement services to defendants/offenders terminated from a vendor-placed job.

NOTE: The vendor shall charge a fee for job retention which will be paid at the following rate of completion of each stated interval:

30 days - vendor will receive 10% of total fee for retention service

60 days - vendor will receive 20% of total fee for retention service

90 days - vendor will receive 30% of total fee for retention service

120 days - vendor will receive 40% of total fee for retention service

Payment will be not be made if job retention is not accomplished at the above mentioned intervals. For example, if a vendor charges $100 for Job Placement and Retention (3051), the vendor would receive 10% or $10 after 30 days; an additional 20% or $20 after 60 days; an additional 30% or $30 after 90 days; and the final 40% or $40 after 120 days for a total of $100.

h. **Employee Tools, Equipment, and Licensure (3601)** - **Unit: actual price** - Acquisition of required tools, equipment or vocational licenses that are cost-prohibitive for the defendant/offender.

NOTE: The vendor may charge an **Administrative Fee (3602)** for **Defendant/Offender Employee Tools. Equipment, and Licensure (3601)** which is a reasonable monthly fee to administer tools, equipment, and licensure funds, not exceeding five (5) percent of the monthly funds distributed under **Employee Tools, Equipment, and Licensure (3601).**

2. **Defendant/Offender Transportation**

The vendor shall provide:

a. **Client Transportation Expenses (3202)** - **Unit: per mile reimbursed at the prevailing rate established by Judiciary Travel Regulation for employees of the Judicial Branch of the Government** - for defendant/offender transportation to and from reentry services:

(1) For eligible defendants/offenders who the USPO/USPSO determines are unemployed or unable to pay transportation prices,

(2) That the USPO/USPSO authorizes and approves on Probation 45, **and**

(3) That do not exceed the price of public transportation via the most direct route.

Note: The vendor may charge an **Administrative Fee (3201)** for **Client Transportation Expenses (3202)** which is a reasonable monthly fee to administer transportation expense funds, not exceeding five (5) percent of the monthly funds distributed under **Client Transportation Expenses (3202).**

3. **Transitional Housing (3101)** - **Unit: per day** - is for defendants/offenders who require transitional housing to assist their reentry. Housing should not exceed 90 days, unless an extension is determined appropriate by the USPO/USPSO and approved by OPPS.

4. **General Educational (3061)** - **Unit: per 30 minute session** - is for defendants/offenders whose educational deficits impede their successful reentry by impacting their employability or other responsivity issues. Educational services will be provided as ordered on the Probation Form 45.

5. **Cognitive Behavioral Treatment (CBT)**

The goal of this intervention is to change the way offenders think, hence changing the way they behave. More specifically, CBT restructures an offender/defendant's thought patterns while simultaneously teaching pro-social skills. This type of intervention is effective in addressing criminogenic needs such as anti-social values and low self-control.

The vendor shall provide:

* **Manualized Cognitive Behavioral Group (3122) - Unit: per 30 minute session** - 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/offender. Curriculum materials should: contain opportunities to practice newly learned behavior; include an articulated theory and evidence supporting its effectiveness with offenders; be consistent with underlying theory; should be supported by research or evidence of effectiveness; and should employ multiple strategies proven to be effective in teaching prosocial skills to offenders; and should be grounded in behavioral, social learning and cognitive approaches. Examples of this type of group are Moral Reconation Therapy and Thinking for a Change, Problem Solving Skills in Action, Choices and Changes, and The Change Companies.

The vendor shall ensure:

a. A trained facilitator shall successfully complete training for the specific manualized CBT program being utilized. The completion of such training shall be documented. A trained facilitator shall not be required to have clinical oversight.

b. Practitioners prepare treatment plans that include (1) short and long-term measurable goals and objectives the defendants/offenders will be attempting to achieve; (2) type and frequency of services to be received; (3) specific criteria for progam completion and the anticipated time-frame; and (4) no less than every 90 days documentation of treatment plan review (including defendant/offender input) documenting continued need for treatment. The plan shall include information on family and significant other involvement (community support programs, etc.). Note: treatment plan shall be attached to the monthly progress report provided to the USPO/USPSO after every revision but at least every 90 days;

c. Emergency services (e.g. after hours phone numbers, local hotlines) shall be available for defendants/offenders when counselors are unavailable. Emergency phone calls shall be included in the basic unit price;

d. Only face-to-face contacts between practitioner and defendants/offenders (or

family) are invoiced;

f. A discharge summary shall be submitted to the USPO/USPSO within 15 days of termination. That summary shall include a reason for discharge, prognosis and any recommendations for future care. In all cases, the discharge status (i.e. successful discharge, unsuccessful discharge, interruption of treatment, etc.) shall be clearly stated; and

g. Counselors shall contact the USPO/USPSO **within 24 hours** if the defendant/offender fails to report for treatment, violation conduct occurs, or third party risk issues are identified

6. **Volunteer Coordination - Mentoring (3071) - Unit: per 30 minute session -** "Mentoring" refers to a developmental relationship in which a more experienced person helps a less experienced person develop an enhanced sense of self-worth and specific knowledge and skills to increase the chance of successful reentry. Mentoring is a process for the informal transmission of knowledge, social capital, and the psychosocial support perceived by the recipient as relevant to work, career, or professional and personal development with the primary goal of preparing an offender for reentry and supporting him/her during the reentry process to enhance success. Mentoring involves communication and consists of one-on-one relationships.

The vendor shall:

a. Provide a mentor training component that (1) enhances mentors' knowledge of the criminal justice system, (2) acquaints mentors with appropriate governing policies and procedures of U.S. Probation and Pretrial Services, (3) develops and improves mentors' interpersonal communication skills to enhance their effectiveness as mentors, (4) increases awareness and sensitivity of victim-related issues, (5) provides information and referral procedures to other agencies/organizations, and (6) enhances the level of professionalism and adherence to accepted ethical standards of practice;

b. Match offenders with trained, screened, and appropriate mentors who will be primarily responsible for supporting the offender in the work place and assist with the many challenges they face (i.e. education/vocation, gang-intervention parenting, community living, etc.). Mentors will offer

offenders support, encouragement, and guidance toward improved life skills and positive choices. The objective of this service is to help offenders begin new lives that are self-respecting, self-supporting, and crime-free.

c. Provide monthly documentation reflecting services rendered

7. **Vendor Local Travel**

The vendor may invoice for:

a. **Vendor's Local Travel by Vehicle (3401) - Unit: per mile reimbursed at prevailing rate established by Judiciary Travel Regulation for employees of the Judicial Branch of the Government** - for vendor or staff travel to defendants'/offenders' homes or employment, or for other contract-related travel authorized and approved by the USPO/USPSO and conforming with the following:

(1) At a rate established in the Judiciary Travel Regulations **and**

(2) Recorded on Probation Form 17, Daily Travel Log, and limited to reimbursement of mileage per Judiciary Travel Regulations.

b. **Vendor's Local Travel by Common Carrier (3402) - Unit: actual price-** for travel outlined above in **Vendor Local Travel by Vehicle (3401)** and conforming with the following:

(1) Reimbursement at actual price conforming to Judiciary Travel Regulation, **and**

(2) Recorded on Probation Form 17, Daily Travel Log.

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

The vendor shall:

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

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

c. Document within the Monthly Progress Report any co-payment received or whether the expected co-payment was not provided, as well as the amount of any outstanding balance;

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

e. Reimburse the Government as directed in Section G.

Note: The vendor may charge an **Administrative Fee (3501)** which is a reasonable monthly fee, to administer the collection of fees from defendants/offenders, not exceeding five (5) percent of the monthly funds collected.

1.4 SPECIAL REQUIREMENTS

Staff Requirements and Restrictions

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

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

c. The vendor and its employees shall:

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

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

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

(4) Report to the USPO/USPSO or designee any investigations, pending charges, arrests and/or convictions related to a criminal offense by staff performing services under this agreement within 48 hours obtaining knowledge.

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

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

Facility Requirements:

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

Compliance with Laws and Regulations

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

Local Services

NOTE: Insert 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 the SOW 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 Office of Probation and Pretrial Services (OPPS) at the Administrative Office of the United States Courts. All local needs shall be approved, in writing, by OPPS.**

1.5 ADDITIONAL REQUIREMENTS

(a) **Submission of Prices**

(1) **Services**

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

(2) **Prices**

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

(b) **Acceptable Responses**

(1) **Unit Price**

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

(2) **"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 the RFQ.

(c) **Subcontracting**

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

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

A "No Show" occurs when a client does not appear for a scheduled service that is rendered on an individual basis, and the client fails to cancel the appointment at least 24 hours in advance. Offerors may factor the price of client "No Shows" for prescheduled appointments into the unit prices for

the project codes. **It is estimated that clients fail to appear for prescheduled individual services approximately 5% of the time, although specific services may experience a higher rate of "no shows".**

(e) **Estimated Monthly Quantity**

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

(f) **Representations, Certifications, and Other Statements of Offeror**

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

Preparation of Narrative Statement - (Attachment A)

1. Each offeror shall prepare and submit as part of its offer a **NARRATIVE STATEMENT** in which the offeror describes how it will provide the mandatory requirements stated in the project code descriptions in the Statement of Work. If the offeror is proposing subcontractor(s) to perform any services, the offeror shall identify the proposed subcontractor and describe in the narrative statement how the subcontractor will provide services and meet the requirements of the RFQ. It is imperative that this section be completed in such detail so as to determine the that the offeror has met the mandatory requirements. A general statement that the offeror will comply with RFQ requirements is not sufficient.

Preparation of Background Statement (Attachment B)

2. Each offeror shall prepare and submit as part of its offer a separate **BACKGROUND STATEMENT** in which the offeror describes its experience in providing the requested contract services. If the offeror is proposing any subcontractors to perform services, the offeror also shall comply with the requirements in paragraph 1 pertaining to proposed subcontractors.

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

Describe the physical facility(s) (interior and exterior) at which services will be provided. The description shall be in such detail to determine that the offeror has complied with the mandatory requirements listed in this solicitation document.

b. include copies of all building, state, and local licenses and inspection reports for the preceding 18 months, and/or state certifications where appropriate. Offerors are not required to provide copies of the aforementioned documentation for proposed subcontractors; however, the offeror is responsible for ensuring that proposed subcontractors have appropriate state and local licenses and certifications and are in compliance with state and local regulations.

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

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

Preparation of Staff Qualifications - (Attachment C)

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

Preparation of Offeror's References - (Attachment D)

4. The offeror shall provide three references (Federal State, or local government agencies and/or private organizations), for whom the offeror has provided services identified in this RFQ within the past 3 years. Provide the name and address for

each reference, as well as a contact person and phone number. The government reserves the right to contact any reference and consider the information provided as part of its responsibility determination.

2.0 DESCRIPTION OF DELIVERABLE(S)

a. Defendant/Offender Records and Conferences

(1) File Maintenance

The vendor shall:

(a) Maintain a secure filing system of information on all defendants/offenders to whom the vendor provides services under this contract/agreement. The use of electronic files is not approved under this contract/agreement.

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

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

(d) Create a separate file when a defendant on pretrial services supervision is sentenced to probation supervision, but continued in services with the vendor. The vendor may copy any information relevant from the pretrial services file and transfer it into the probation file, except for information covered under the Pretrial Services Confidentiality Regulations.

(e) Keep all defendant/offender records for three years after the final payment is received for Government inspection and review, **except for the following:**

(1) Appeals under subsection 4. Disputes, in Section I, or

(2) Litigation or settlement of claims arising out of the performance of this agreement, until final disposition of such appeals, litigation, or claims.

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

b. **Disclosure**

The vendor shall:

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

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

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

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

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

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

about whether a potential disclosure concerns pretrial services information must me resolved by consultation with the USPO/USPSO.

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

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

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

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

c. **File Content**

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

(1) **Chronological Notes** that:

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

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

(c) Chronological notes shall be legible and up-to-date.

(2) **Program Plan** (Probation Form 45 - **Attachment 1**) that:

(a) Identifies vendor services to be provided to the defendant/offender

and billed to the Government under the terms of the agreement, and any co-payments due by the defendant. Plan may contain amendments.

(b) USPO/USPSO prepares during or immediately after any case staffing conferences. The program plan authorizes the vendor to provide services to the defendant/offender.

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

(3) **Amended Program Plan** (Probation Form 45 - **Attachment 1)** (if applicable)
that USPO/USPSO prepares:

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

(b) To obtain additional services for a defendant/offender during the agreement.

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

(d) To terminate services.

(4) **Monthly Progress Report, if applicable** (Probation Form 46R - **Attachment 2))** that:

(a) Is submitted along with the monthly invoice and any other required supporting documents for the month for which the vendor is invoicing.

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

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

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

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

(5) **Authorization to Release Confidential Information** (Probation Form 11G and/or PSA Form 6- **Attachments 3a and 3b**)) that:

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

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

(6) **Daily Travel Log** (Probation Form 17 - **Attachment 5**)) (if applicable) that:

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

(1) By **Vehicle (3401)** (at the rate in the Judiciary Travel Regulations), or
(2) By **Common Carrier (3402)** (reimbursed at actual price).

(7) **Sign-In, Sign-Out Daily Log (Attachment 4)** (if applicable) that:

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

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

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

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

(e) 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: As applicable to the service category, allowing anyone undergoing treatment to see the names or signatures of other defendants/offenders could violate federal confidentiality regulations regarding treatment records.

d. **Case Staffing Conference**

Upon USPO/USPSO referral of a defendant/offender to the vendor, the vendor shall:

(1) Communicate with the USPO/USPSO for an initial case staffing conference to develop the Program Plan (Probation Form 45)

(2) Meet at least quarterly face-to-face or via telephone conference with the USPO/USPSO to discuss the defendant's/offender's progress.

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

NOTE: The price of case staffing conferences and consultations are included in the unit prices listed in each project code description.

e. **Vendor Reports**

The vendor shall:

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

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

(3) If the vendor recommends service termination, the vendor shall provide a reason for this recommendation in the written report (i.e., whether the defendant/offender responded to vocational treatment/service and is no longer in need of services, or whether the defendant/offender failed to respond to program interventions).

(4) Provide a written quarterly profile on all (one report on all or one report on each) defendants/offenders discharged from the program each quarter (see attachment J.8).

f. **Vendor Testimony**

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

(1) Appear or testify in legal proceedings convened by the federal court or Parole Commission only upon

(a) order of the federal court with jurisdiction, and

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

(c) In response to a subpoena.

(2) Provide testimony including but not limited to a defendant's/ offender's: attendance record; general adjustment to program rules; type and frequency of services; and response to services;

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

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

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

g. **Emergency Contact Procedures**

In the case of counseling programs, the vendor shall establish 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.

Notifying USPO/USPSO of Defendant/Offender Behavior

The vendor shall:

a. Notify the USPO/USPSO within 24 hours of defendant/offender behavior including but not limited to:

(1) Failure to appear as directed for appointments, evaluation, counseling or testing sessions (i.e., no-show).

(2) Failure to follow vendor staff direction.

(3) Apparent failure to comply with supervision conditions

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

3.0 SCHEDULE FOR PERFORMANCE AND DELIVERY/MILESTONE SCHEDULES

The project codes described in the Statement of Work define time limitations for each provided service. Some of the services are on-going and reported on the PROB 46R monthly treatment report. The PROB 46R shall accompany the monthly invoice **(Attachment 6)** and be received by the 10th day of the following month. (i.e. October services shall be invoiced and received by November 10th.)

4.0 REVIEW PERIOD FOR DELIVERABLE(S)

The U.S. Probation Office or U.S. Pre-trial Services Office reserves the right to review deliverables at any time during the course of the award. These reviews may include on-site visits and/or written reports. If deficiencies are noted, the contractor will be given written notice to correct the noted deficiencies as provided in the written notice of at least 10 days but no more than 30 days. Failure to correct the deficiencies within the specified time frame may result in termination of the contract. Any corrections are to be accomplished at no additional cost to the judiciary.

5.0 ACCEPTANCE CRITERIA FOR DELIVERABLE(S)

Attachment A

OFFEROR'S NARRATIVE STATEMENT

As required in Section 1.5, Preparation of Narrative Statement, the offeror shall prepare a Narrative Statement below (attach pages as needed labeled as subsets of this Attachment number).

Attachment B

OFFEROR'S BACKGROUND STATEMENT

As required in Section 1.5, Preparation of the Background Statement, the offeror shall prepare a Background Statement below (attach pages as needed labeled as subsets of this Attachment number).

Attachment C

OFFEROR'S STAFF QUALIFICATIONS

As required in Section 1.5, Preparation of Staff Qualifications, the Offeror shall prepare and submit below, (attach pages as needed labeled as subsets of this attachment number), for all *staff* performing services under any resultant Agreement, including licenses and certification and identifying any staff members that are under pretrial services, probation or supervised release supervision. If resumes are submitted they should reflect the duties and responsibilities with the offeror. The offeror shall complete the certification section below.

NAME	TITLE	DUTIES	EDUCATION	EXPERIENCE	CERTIFICATION

CERTIFICATIONS

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

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

SIGNATURE: _____ DATE: _____

Attachment D

OFFEROR'S REFERENCES

As required in Section 1.5, the Offeror shall provide the name and address for each reference including a contact person and the telephone number.

6.0 ENVIRONMENT

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

PURCHASE ORDER TERMS AND CONDITIONS
Provisions and Clauses

I. REQUIRED PROVISIONS AND CLAUSES FOR ALL OPEN MARKET SMALL PURCHASES

1) **JP3 Provision B-1, Solicitation Provisions Incorporated by Reference (AUG 2004)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: http://www.uscourts.gov/procurement/clauses.htm

2) **JP3 Clause B-5 Clauses Incorporated by Reference (OCT 2006)**

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

3) The following clauses are included by reference:

JP3 Clause 1-15, Disclosure of Contractor Information to the Public (AUG 2004)
JP3 Clause 3-3, Provisions, Clauses, Terms and Conditions - Small Purchases (OCT 2006)

(The contracting officer will attach any other applicable standard judiciary provisions or clauses. The contracting officer will not include provisions or clauses which are already in the JP3 clause 3-3. CO Note: Before including additional provisions or clauses refer to the JP3 Appendix B matrix to determine, if the provision or clause can be included by reference or must be included in full text.)

(If estimated cost is over $2,500, the CO will complete the following blanks.)

This Statement is for Information Only. It is not a Wage Determination.

Employee Class	Monetary Wage-Fringe Benefits
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Wage Rate Determination

(If estimated cost is over $2,500, attach the Department of Labor wage rate determination here.)

4) **JP3 Provision 3-5, Taxpayer Identification (JAN 2003)**

(a) *Definitions.*
"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the offeror is a member.
"Taxpayer Identification (TIN)," as used in this provision, means the number required by the Internal Revenue Service

(IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

(b) All offerors shall submit the information required in paragraphs (d) through (f) 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 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

(d) *Taxpayer Identification Number (TIN):*

_____

[ ] TIN has been applied for.

[ ] TIN is not required, because:_____

_____

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

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

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

(e) *Type of organization:*

[ ] sole proprietorship;

[ ] partnership;

[ ] corporate entity (not tax-exempt);

[ ] corporate entity (tax-exempt);

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

[ ] foreign government;

[ ] international organization per-26 CFR 1.6049-4;

[ ] other _____.

(f) *Common parent.*

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent

Name _____

TIN _____

Attachment 1

Utilize the program plan (PROB 45)in the clinical services module of PACTS and choose the project codes applicable for the current contract.

PROB 46R
(1/86)

Attachment 2

MONTHLY PROGRESS REPORT

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

1. PROGRAM	2. CONTRACT NUMBER	2a. FUND CONTROL NO. 2580

3. CLIENT	4. FOR PERIOD COVERING
5. PRETRIAL CLIENT ☐ Yes ☐ No	6. CLIENT EMPLOYED: ☐ Yes ☐ No ☐ Student ☐ Other

7. CONTACTS SINCE LAST REPORT

a. Date	b. Service (Name & No.)	c. Length of Contact	d. Comments (Identify all Stalls/No Shows)

8. COMMENTS REGARDING CLIENT'S PROGRESS

SIGNATURE OF SERVICE PROVIDER	DATE

DISTRIBUTION: ORIGINAL CONTRACTOR

PROB 11G
(Rev. 5/03)

Attachment 3a

AUTHORIZATION TO RELEASE INFORMATION
(PRIVATE PERSON OR ORGANIZATION)
TO PROBATION OFFICER

TO WHOM IT MAY CONCERN:

I, _____, the undersigned, hereby authorize the United States Probation Office for the _____ District of _____, or its authorized representative(s) or employee(s), bearing this release or copy thereof, to obtain any information in your files pertaining to my:

- ☐ Employment
- ☐ Education Records (including, but not limited to academic achievement, attendance, athletic, personal history, and disciplinary records)
- ☐ Medical Records
- ☐ Psychological and Psychiatric Records

I hereby direct you to release such information upon request of the bearer. This release is executed with full knowledge and understanding that the information is for the United States Probation Office's official use.

I hereby release you, as custodian of such records, any school, college, or university, or other educational institution; hospital or other repository of medical records; social service agency; any employer or retail business establishment, including its officers, employees, or related personnel, both individually and collectively, from any and all liability for damages of whatever kind which may at any time result to me, my heirs, family, or associates because of compliance with this authorization and request for information or any other attempt to comply with it.

Regarding protected health information, 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.

Regarding protected health information, 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)

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

_____	_____	_____
(Authorizing Signature - Full Name)	(Full Name - Printed or Typed)	(Date)
WITNESS —	_____	_____
	(Probation Officer)	(Date)

PS 6
(Rev. 6/03)

Attachment 3b

AUTHORIZATION TO RELEASE INFORMATION
(PRIVATE PERSON OR ORGANIZATION)
TO PRETRIAL SERVICES OFFICER

TO WHOM IT MAY CONCERN:

I, _____, the undersigned, hereby authorize the United States Pretrial Services Office for the _____ District of _____ or its authorized representative(s) or employee(s), bearing this release or copy thereof, to obtain any information in your files pertaining to my:

- ☐ Employment
- ☐ Education Records (including but not limited to academic achievement, attendance, athletic, personal history, and disciplinary records)
- ☐ Medical Records
- ☐ Psychological and Psychiatric Records

I hereby direct you to release such information. This release is executed with full knowledge and understanding that the information is for the United States Pretrial Services Office's official use.

I hereby release you, as custodian of such records, any school, college, or university, or other educational institution; hospital or other repository of medical records; social service agency; any employer or retail business establishment, including its officers, employees, or related personnel, both individually and collectively, from any and all liability for damages of whatever kind which may at any time result to me, my heirs, family, or associates because of compliance with this authorization and request for information or any other attempt to comply with it.

The information hereby obtained by the aforementioned pretrial services office is to be used only for the purpose of pretrial services investigation and report and, if applicable, for supervision. If I am found guilty, such information will also be made available to the probation office for the purpose of preparing a presentence report, in accordance with federal law.

Regarding protected health information, 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.

Regarding protected health information, 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.

_____	_____	_____
(Authorizing Signature—Full Name)	(Full Name—Printed or Typed)	(Date)
WITNESS—	_____	_____
	(Pretrial Services Officer)	(Date)

Attachment 4

DAILY TREATMENT LOG

Client Name _____ Month/Year _____

Date	Client Signature/Initials	Time In	Purpose of Visit	Time Out	Client Initials	Vendor's Initials

PROB 17
(Rev. 2/93)

Attachment 5

U.S. PROBATION AND PRETRIAL SERVICES TRAVEL LOG

DISTRICT:

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

DESTINATION	ODOMETER READING	MILES TRAVELED	OTHER EXPENSES	CONTACT CODE	PROBLEM CODE	CASE NUMBER/NAME OF CASE	ACTIVITY AND PERSON CONTACTED
START							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							

PER DIEM			TOTAL MILES TRAVELED	TOTAL OTHER EXPENSES	NUMBER OF MILES FROM HOME TO OFFICE	SIGNATURE OF OFFICER
TIME STARTED	TIME RETURNED	AMT. CLAIMED	AMOUNT CLAIMED FOR MILEAGE			

DATE:_____

ADMINISTRATIVE OFFICE OF THE UNITED STATES COURTS

REENTRY SERVICES INVOICE

BOC: 2580

(PART A)

1. Judicial District _____
2. Vendor _____
   a. Address: _____
   b. Telephone: _____
3. RFQ # _____
4. Service Delivery:
5. Total # Individuals Served: _____

Vendors 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 either the client or the United States District Court.

Authorized Administrator

6. PROJECT CODE	7. QUANTITY	8. UNIT PRICE	9. TOTAL PRICE
	Totals:		0.00
	Co-Pay Received:		0.00
	SC 1501/Administrative Fee: (5%)		0.00
	Balance Due:		0.00

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

INVOICE DETAIL

Fill-in the relevant information. The total units of each service rendered and their unit price will be transferred to the invoice on the next page

(PART B)

Entries below will automatically total and carry to Prob. Summary Tab

1.CLIENT NAME	2.CLIENT NUMBER	3. DATES OF SERVICE	4. SERVICE RENDERED	5. QUANTITY (UNITS)	6. UNIT PRICE	7. COST	8. CO-PAY REQUIRED	9. CO-PAY RECEIVED
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -