



**UNITED STATES PROBATION AND PRETRIAL OFFICE  
DISTRICT OF PUERTO RICO**

Luis O. Encarnacion, Chief  
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San Juan, PR 00918-1741

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**AUGUST 4, 2021**

**SOLICITATION FOR SECOND CHANCE ACT  
EMERGENCY/TRANSITIONAL HOUSING SERVICES (FEMALE)  
RFQ No. 0104-2022 HOUSING FEMALE**

**Dear Program Administrator:**

1. This is a solicitation for proposals to enter in a Blanket Purchase Agreement (BPA) for Second Chance Act Emergency/transitional housing services for defendants/offenders under the supervision of the US Probation Office-District of Puerto Rico.

2. The Court intends to award BPA(s) to one or more contractor found to meet the court's qualification requirements detailed in the attached statement of work, but reserves the right to award to a single vendor. The term for this Blanket Purchase Agreement is twelve (12) months, with a provision that shall allow the Government to unilaterally extend the agreement for an additional two (2) years, at two (2) twelve (12) month intervals each, at the Government's discretion and contingent to availability of funds.

3. The Court reserves the right not to make any awards as a result of this solicitation. Award of a BPA does not guarantee that the contractor will receive orders for any aggregate dollar value, or in fact any orders at all, for Second Chance Act **EMERGENCY / TRANSITIONAL HOUSING SERVICES (FEMALE)**.

4. Enclosed is a Request for Proposal (RFP). The RFP contains the full text of all applicable Government regulations, and all offerors are subject to the provisions contained in the RFP. In responding to the RFP, you should answer fully each item and supply all information requested. Section "L" provides specific directions for potential vendors in completing their proposals. The minimum standards for the services listed are contained in the Clauses and Terms of Agreement, and all proposals will be evaluated by the criterion laid out in Section "M."

5. Contractors responding to this solicitation should carefully review the statement of work, the minimum qualifications required and the BPA terms and conditions, all of which will be incorporated into any blanket purchase agreement and resulting call awarded under this solicitation.

6. Contractors wishing to be considered for award of a BPA must provide one (1) original, two (2) copies, and (1) digital copy of the following information in response to this solicitation including those requirements detailed in the statement of work below:

- a) Cover letter listing all enclosed documentation.
- b) A completed pricing schedule for **EMERGENCY / TRANSITIONAL HOUSING SERVICES (FEMALE)** proposed.
- c) Respondents not registered in the System for Award Management ([www.sam.gov](http://www.sam.gov)) must provide a completed copy of Provision 3-5, Taxpayer Identification and Other Offeror Information (provided in Section K - Solicitation Provisions).
- d) All required documents (original and copies) must be originally signed.



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7. Our office has scheduled an offerors' conference to review some of the requirements of this solicitation. Due to the COVID 19 pandemic our conference will be held via Zoom on August 16, 2021, beginning at 9:00 AM. Advanced registration is required. Please provide name, agency and people attending through the following email: [treatment-servicesrfp@uscourts.gov](mailto:treatment-servicesrfp@uscourts.gov) by **August 13, 2021**. After registration you will receive the link and connecting instructions.

8. Any questions regarding this solicitation should be in writing, addressed to the undersigned at [treatment-rfp@prp.uscourts.gov](mailto:treatment-rfp@prp.uscourts.gov) by **August 18, 2021 and no later than 5:00 pm local time**.

9. The deadline for this proposal is **September 3, 2021 by 4:30 pm EST**. The same must be delivered in a sealed envelope with the complete number of the solicitation written on the envelope to the address detailed in Section "A" of the RFP.

**No responses to this solicitation will be accepted after Friday, September 3, 2021, at 4:30 PM**

Sincerely,

Jeffrey Semidey  
Supervisory US Probation Officer

Jocelyn Pimentel  
Contracting Officer

**SOLICITATION, OFFER AND AWARD**

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

RATING

PAGE OF PAGES

2. CONTRACT NUMBER	3. SOLICITATION NUMBER 0104-2022 EMERGENCY AND TRANSITIONAL HOUSING-F	4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 08/04/2021	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY US PROBATION OFFICE-DISTRICT OF PUERTO RICO 150 CARLOS CHARDON AVE., SUITE 225, SAN JUAN PR 00918	CODE	8. ADDRESS OFFER TO (If other than item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and 2 copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in 150 CARLOS CHARDON AVE., SUITE 225, until 4:30 PM local time 09/04/2021

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME JOCELYN PIMENTEL	B. TELEPHONE (NO COLLECT CALLS)			E-MAIL ADDRESS servicesrfp@uscourts.gov
		AREA CODE 787	NUMBER 396-7493	EXTENSION	

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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 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 set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	<input type="checkbox"/> 10 CALENDAR DAYS (%)	<input type="checkbox"/> 20 CALENDAR DAYS (%)	<input type="checkbox"/> 30 CALENDAR DAYS (%)	CALENDAR DAYS(%)
14. ACKNOWLEDGMENT 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

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NUMBER AREA CODE NUMBER EXTENSION	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE
			18. OFFER DATE

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 3304(a) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

*Solicitation for Second Chance Act Products or Services exceeding \$100,000  
Open Market*

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**SECTION B – PRODUCTS OR SERVICES AND PRICES / COSTS**

**B.1. FIRM FIXED PRICE**

**B.1.1 BASE PRICE.** The firm fixed price for this contract shall be \$\_\_\_\_\_. This is the total firm fixed price to be paid to the contractor for providing the services as described in the Statement of Work (SOW), Section C of this document. The firm fixed price is inclusive. No payments will be made in addition to the stated firm fixed price for any efforts made by the contractor in accomplishing the SOW. This BPA will be in effect from October 1, 2021 through September 30, 2022.

	Item No.	Description	Quantity	Unit	Unit Price	Extended Price
<b>BASE PRICE</b> FY 22	1	Project code 3101- Emergency and Transitional housing services-female	1	Per day	FY 22-_____ <i>(contractor will fill in)</i>	FY 22-_____ <i>(contractor will fill in - where quantity is 1, extended and unit prices will be the same)</i>
	2	Project code 3202- Client Transportation expenses	1	Each	Actual cost and/or mileage reimbursement	Actual cost and/or mileage reimbursement
	3	Project Code 3501 - Administrative Fee	1	Each	5% of client co-payment	5% of client co-payment

**B.1.2 OPTION PRICING.** The following are priced option items subject to the terms and conditions of Clause 2-90B, Option for Increased Quantity – Separately Priced Line Item. The Judiciary may choose to exercise any one, or none, of the options at the time of contract award, contingent to availability of government funds.

	Item No.	Description	Quantity	Unit	Unit Price	Extended Price
<b>OPTION 1- 12 MONTHS</b> (FY 23)	1	Project code 3101- Emergency and Transitional housing services-female	1	Per day	FY 23-_____ <i>(contractor will fill in)</i>	FY 23-_____ <i>(contractor will fill in - where quantity is 1, extended and unit prices will be the same)</i>
	2	Project code 3202- Client Transportation expenses	1	Each	Actual cost and/or mileage reimbursement	Actual cost and/or mileage reimbursement
	3	Project Code 3501 - Administrative Fee	1	Each	5% of client co-payment	5% of client co-payment
<b>OPTION 2- 12 MONTHS</b> (FY 24)	1	Project code 3101- Emergency and Transitional housing services-female	1	Per day	FY 24-_____ <i>(contractor will fill in)</i>	FY 24-_____ <i>(contractor will fill in - where quantity is 1, extended and unit prices will be the same)</i>
	2	Project code 3202- Client Transportation expenses	1	Each	Actual cost and/or mileage reimbursement	Actual cost and/or mileage reimbursement
	3	Project Code 3501 - Administrative Fee	1	Each	5% of client co-payment	5% of client co-payment

**B2. COMMERCIAL ADVANCE PAYMENT**

The contractor may propose commercial advance payment terms for consideration by the judiciary. See Clause 2-115, Terms for Commercial Advance Payment of Purchase, for further information.



## **SECTION C – DESCRIPTION/ SPECIFICATIONS / STATEMENT OF WORK**

### **C.1.1 GENERAL REQUIREMENTS**

On April 9, 2008, the Second Chance Act (SCA) of 2007, Pub. L. No. 110-199, was enacted. Section 253 of the Act amended 18 U.S.C. § 3672 to authorize the Director of the Administrative Office of the U.S. Courts (AO) to contract for “treatment, equipment and emergency housing, corrective and preventative guidance and training, and other rehabilitative services designed to protect the public and promote the successful reentry of the offender into the community.” In October of 2008, the Judicial Administration and Technical Amendments Act of 2008, Pub. L. No. 110-406 (October 13, 2008) (JATAA), significantly enhanced courts’ ability to provide interventions for defendants and offenders under 18 U.S.C. 3672 and 3154(4). This expanded the authority for a wide array of interventions with which probation and pretrial services officers might mitigate specific risks and responsivity factors related to their caseloads.

The statute authorizes “providing necessary services to offenders ... in a manner that does not confer luxuries or privileges upon such offenders” (42 U.S.C. § 17501(a)(4)). Additionally, the Act shall not “be construed as creating a right or entitlement to assistance or services for any individual, program, or grant recipient” (42 U.S.C. § 17504). Congress intended the new authority to be exercised judiciously. Courts must be careful stewards of resources used under this authority.

The services to be performed are described the Solicitation. The vendor shall be capable of performing all services as detailed in the Section C-Statement of Work of this RFQ.

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.

#### **Facility Requirements**

The vendor shall ensure that its facility(ies) has (have) adequate access for offenders with physical disabilities, as well as all applicable use, sanitary, and/or fire department permits up to date. An on-site visit will be conducted for those offeror’s whose proposals are determined technically acceptable to verify that the facility complies with the requirements of the RFQ.

#### **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 Needs Services**

The vendor shall provide a maximum of three (3) meals for residents participating of the emergency and transitional housing program. This cost shall be considered in the pricing of the

emergency and transitional housing services. The vendor shall also be able to provide transportation services for residents participating of the emergency and transitional housing program.

The United States Probation Office (hereafter USPO) shall provide a Program Plan (Probation Form 45 - **Attachment J.1**) for each offender for whom services are authorized. The vendor shall provide services strictly in accordance with the Program Plan for each offender. The Government shall not be liable for any services provided by the vendor that have not been authorized for that offender in the Program Plan. USPO may provide amended Program Plans during the course of service delivery. USPO will notify the vendor verbally and in writing via Probation Form 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.

## **C2.1 SCOPE OF WORK:**

### **“Statement of Work:**

#### **a. Project Code 3101 - Emergency and Transitional Housing - Unit: per day**

##### (1) Project Code Description

Emergency and/or Transitional Housing is for defendants and offenders who require housing to assist in their reentry. Housing should not exceed 90 days, unless an extension is determined appropriate and approved by the Unit Executive. If the vendor requires a lease, any such agreement is between the client and the housing contractor; the Government is not a party to the lease agreement and bears no responsibility or liability for defendants or offenders.

(2) On-site inspections should be conducted prior to the award to ensure that the environment is conducive to the defendants/offender’s rehabilitation without conferring luxuries or privileges. There is no separate provision for the payment of utilities, food allowances, etc., unless these services are included in the rent. The search for permanent residential options should continue during this transitional period. The USPO/USPSO should document these efforts. Officers must reevaluate the need for this service at least every 30 days. Officers should consider a community service condition and/or adding job readiness, vocational training, and other suitable programming to compel defendants and offenders to work actively toward obtaining employment to help achieve self-sufficiency.

(3) Referrals only require as much information as needed for a vendor to assess any reasonably foreseeable third-party risk.

(4) Requirements include on-site visits and may include co-payment, if ordered. For housing vendors that provide commercial services (available to the general public), probation form 45s are necessary only for internal tracking. This project code is considered a severable service. Generally, the billing unit should be daily unless an advance payment is required. Advance payment is limited to 30 days, may not be more than 15% of the contract price, and requires the

housing to be a commercial service. Security Deposits may also be paid, but one time only. Upon termination, security deposits should be returned. Due to the variety of housing needs, vendor requirements were determined unnecessary for many vendors, such as hotel services, apartments, and housing through individual landlords, (commercial housing vendors). District staff have the option of assessing need or seeking competitive agreements for group homes or sex offender housing services. Housing solicitations for placement of multiple defendants and offenders requires that a probation form 45 be issued to the vendor. If needed, the USPO/USPSO should fashion local needs for requirements such as curfew, no-show reporting, sign-in requirements, programming requirements, and accepting sex offenders. If vendor requirements are necessary, the Statement of Work and approved local needs must be provided to the vendor upon making the award. If the housing service is considered commercial and vendor requirements are not needed, the waiver of liability (**see Attachment J.5**), of the statement of work must still be issued to the vendor. Housing is considered a severable service.

(5) Regarding co-payments, if ordered, the vendor shall:

- 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.
- Provide bills and receipts for co-payments to clients. 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;
- 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;
- Inform the USPO/USPSO within 3 business days of a client's failure to make a total of 3 consecutive scheduled co-payments.
- Reimburse the Government in the event a vendor has received a co-payment and not credited it as an offset to a bill for services sent to the government (e.g., a defendant or offender provides a co-payment after the service was rendered or after the account has been closed).

**b. Project Code 3202 - Client Transportation Expenses**

(1) Project Code Description

This service is provided to eligible defendants and offenders who the USPO/USPSO determines are unemployed or unable to pay for transportation. Client transportation should not exceed 90 days, unless an extension is deemed appropriate by the unit executive. Services may not exceed one year. This service is for transportation to and from reentry services or to facilitate new employment opportunities. To assist populations in rural areas, a vendor could provide group transportation for multiple defendants or offenders to and from evidence-based interventions, excluding mental health and substance abuse. The billing unit is the actual cost for public transportation passes or mileage reimbursement to the vendor at the prevailing rate established by judiciary staff travel regulation per mile.

(2) If mileage is being invoiced, a Probation Form 17- Daily Travel Log (**See Attachment J.2**) is required for documentation and verification. Mileage reimbursement cannot exceed the price of public transportation via the most direct route.

### **c. Project Code 3501 - Administrative Fee (Co-pay/Contingency Management)**

#### (1) Project Code Description

This project code can be used with the appropriate aforementioned project codes as applicable. The vendor may charge an administrative fee which is a reasonable monthly fee, to administer the collection of fees from clients, not exceeding five (5) percent of the monthly funds collected. The vendor may also charge a fee for reimbursement, based upon actual costs, for a contingency management system supporting CBT (Project Code 3122), but not exceeding one (1) percent of the monthly expenditure. The contingency management system may not include monetary/cash rewards.

## **C2.2 OTHER REQUIREMENTS**

### **Vendor's staff requirements and restrictions.**

Failure to comply with the terms and conditions below could result in termination of this contract.

- The vendor shall advise of any current staff member currently under pretrial services, probation, parole, mandatory release, or supervised release (federal, state, tribal or local) and the nature of the offense to the USPO/USPSO.
- The vendor and its employees shall:
  - Avoid compromising relationships with defendants/offenders;
  - Report any such improprieties or the appearance thereof immediately to the USPO/USPSO or designee; and
  - 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 contract within 48 hours of obtaining such knowledge.
- 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.
- Failure to comply with above terms and conditions could result in termination of this agreement.
- The vendor will certify above staff requirements and certifications in **Attachment J.6**.

### **Defendant/offender files, records, and conferences**

The vendor shall:

- Maintain a secure filing system of information on all defendants/offenders to whom the vendor provides services under this contract. 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.
- Segregate client files from other vendor records. This will facilitate monitoring and promote client confidentiality.
- Keep a separate file for each client

- File should contain Copy of Program Plan (Probation Form 45) including approved amendments to the same.
- Create a separate file when a client 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. The vendor and its subcontractors are authorized to access criminal history information available in pretrial services or probation records that have been provided by the USPO/USPSO. This information is provided solely for the purpose of providing services under this contract. Any unauthorized re-disclosure of this information may result in termination of this contract.
- Keep all client records for three years after the final payment is received for Government inspection and review, except for the following:
  - Appeals under subsection 4. Disputes, in Section I, or
  - Litigation or settlement of claims arising out of the performance of this contract, until final disposition of such appeals, litigation, or claims.
- At the expiration of the performance period of this contract, the vendor shall provide the USPO/USPSO or designee a copy of all client records that have not been previously furnished, including chronological notes.

### **Invoices (Mandatory Requirement)**

The vendor shall:

- Submit an original copy of the invoice to the address listed in Block 21 of the Delivery Order.
- Submit invoices monthly to arrive no later than the tenth (10th) day of the month for services provided during the preceding month.
- Use the Administrative Office invoice (Parts A and B-refer to **Attachment J.3 & J.4**), or a probation office local invoice form, approved by the Administrative Office, indicating:
  - Individual offender names and identifying numbers, and
  - Charges for each service, identified by its project code, as described in of this document.

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

- (1) Is correct and accurate to the best of his/her knowledge, and
- (2) Includes only charges for services actually provided to offender(s).

### **Reimbursements or Copayments**

- The vendor shall not request or accept payment either directly or indirectly from the offender for services under this agreement unless the USPO authorizes in writing partial or total payment by the offender for prescheduled individual services customarily provided by a physician or professional staff member.
- The USPO shall evaluate the offender's financial status (e.g., employment) before authorizing offender payments to the vendor and shall notify the offender and vendor of the authorized offender payments in the program plan.
- The vendor shall not submit invoices to the Government for services under this agreement where the vendor already has submitted invoices, or received payment for the same services from other sources.
- If the vendor has received any payments from insurance programs or other sources (e.g., state or local public assistance programs) for services for which the vendor has received payment from the Government under this agreement, the vendor shall reimburse the Government for these services.
- The USPO may order reimbursement in the form of deductions from subsequent invoices according to USPO instruction and the terms and conditions of this solicitation document.
- According to 18 USC § 3672, the vendor may be required to reimburse the Director of the Administrative Office of the U. S. Courts in lieu of deducting payments from subsequent invoices.
- The vendor shall not accept reimbursement for services in an amount that exceeds the amount authorized in the contract/agreement with the Government.

**SECTION D – PACKAGING AND MARKING**

**D.1 CLAUSES INCORPORATED BY REFERENCE**

This Section incorporates the following clauses by reference (see Clause B-5, Clauses Incorporated by Reference, in Section I for further information about clauses incorporated by reference):

<b>CLAUSE NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
2-45	Packing and Marking	AUG 2004

**D.2 PAYMENT OF POSTAGE AND FEES**

All postage and fees required for the submission of deliverables, return of government resources, property, and items, and/or otherwise required for the performance and completion of the contract shall be paid by the contractor.

**SECTION E – INSPECTION AND ACCEPTANCE**

**E.1 CLAUSES INCORPORATED BY REFERENCE**

This section incorporates the following clauses by reference (see Clause B-5, Clauses Incorporated by Reference, in Section I for further information about clauses incorporated by reference):

<b>CLAUSE NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
2-5A	Inspection of Products	APR 2013
2-5B	Inspection of Services	APR 2013
2-10	Responsibility for Products	JAN 2010

## **E.2 ACCEPTANCE CRITERIA**

Products and/or services submitted in relation to this contract must be submitted and will be inspected and accepted in accordance with the instruction given in the statement of work above in section C.

## **SECTION F – DELIVERIES AND PERFORMANCE**

### **F.1 CLAUSES INCORPORATED BY REFERENCE**

This section incorporates the following clauses by reference (see Clause B-5, Clauses Incorporated by Reference, in Section I for further information about clauses incorporated by reference):

<b>CLAUSE NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
2-25A	Delivery Terms and Contractor's	JAN 2003
2-30A	Time of Delivery	APR 2013
2-35	F.O.B. Destination, Within Judiciary's	JAN 2003
2-60	Stop-Work Order	JAN 2010
7-200	Judiciary Delay of Work	JAN 2003

### **F.2 STORAGE, AND HANDLING OF INFORMATION AND EQUIPMENT**

F.2.1 The contractor is required to control handling of information and equipment as detailed above in section C.

## **SECTION G – CONTRACT ADMINISTRATION DATA**

### **G.1 CLAUSES INCORPORATED BY REFERENCE**

This Section incorporates the following clauses by reference (see Clause B-5, Clauses Incorporated by Reference, in Section I for further information about clauses incorporated by reference):

<b>CLAUSE NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
7-1	Contract Administration	JAN 2003
7-5	Contracting Officer's Representative	APR 2013
7-125	Invoices	APR 2011

### **G.2 CLAUSES INCLUDED IN FULL TEXT**

**CLAUSE 6-20, INSURANCE – WORK ON OR WITHIN JUDICIARY FACILITY (APR 2011)**

(a) The contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the following kinds and minimum amounts of insurance:

(1) Workman's Compensation and Employee's Liability Insurance

The contractor shall comply with applicable federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy. Employer's liability coverage of at least \$100,000 per incident is required.

(2) Automobile Liability Insurance

The contractor shall have coverage at a minimum of \$200,000 per person; \$500,000 per occurrence for bodily injury; and \$20,000 per occurrence for property damage.

(3) General Liability Insurance

The contractor shall have coverage at a minimum of \$200,000 per person and \$500,000 per occurrence for death or bodily injury and \$20,000 per occurrence for property damage.

(4) Self-Insurance

If the contractor has been approved to provide a qualified program of self-insurance, the contractor must submit any proposed changes to the program to the contracting officer for approval.

(b) Prior to beginning performance under this contract, the contractor shall provide the insurance carrier certification of the above minimum amounts.

(c) The maintenance of insurance coverage as required by the clause is a continuing obligation, and the lapse or termination of insurance coverage without replacement coverage being obtained will be grounds for termination for default.

(d) The certification evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the judiciary's interest shall not be effective:

(1) for such period as the laws of the state in which this contract is to be performed prescribe;  
or

(2) until 30 days after the insurer or the contractor gives written notice to the contracting officer, whichever period is longer.

(e) The contractor shall insert the substance of this clause, including this paragraph (e), in subcontracts under this contract that require work in a judiciary facility and shall require subcontractors to provide and maintain the required insurance. The contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the contracting officer upon request.

**CLAUSE 7-10, CONTRACTOR REPRESENTATIVE (JAN 2003)**

The contractor's representative to be contacted for all contract administration matters is as follows

1. Name: \_\_\_\_\_

2. Address: \_\_\_\_\_

3. Telephone: \_\_\_\_\_



4. E-mail: \_\_\_\_\_

5. Fax: \_\_\_\_\_

The contractor's representative shall act as the central point of contact with the judiciary, shall be responsible for all contract administration issues relative to this contract, and shall have full authority to at for and legally bind the contractor on all such issues.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

### H.1 CLAUSES INCORPORATED BY REFERENCE

This Section incorporates the following clauses by reference (see Clause B-5, Clauses Incorporated by Reference, in Section I for further information about clauses incorporated by reference):

CLAUSE NUMBER	TITLE	DATE
1-1	Employment by the Government	JAN 2003
7-55	Contractor Use of Judiciary Networks	JUN 2014

### H.2 CLAUSES INCLUDED IN FULL TEXT

#### CLAUSE 2-65, KEY PERSONNEL (APR 2013)

(a) Individuals identified below as Key Personnel and accepted for this contract are expected to remain dedicated to this contract. However, in the event that it becomes necessary for the contractor to replace any of the individuals designated as key personnel, the contractor shall request such substitutions in accordance with this clause. Substitution of Key Personnel will be considered under the following circumstances only:

- (1) All substitutes shall have qualifications at least equal to those of the person being replaced.
- (2) All appointments of Key Personnel shall be approved in writing by the CO, and no substitutions of such personnel shall be made without the advance written approval of the CO.
- (3) Except as provided in paragraph (4) of this clause, at least 30 days (60 days if security clearance is required) in advance of the proposed substitution, all proposed substitutions of Key Personnel shall be submitted in writing to the CO, including the information required in paragraph (5) of this provision.
- (4) The following identifies the requirements for situations where individuals proposed as Key Personnel become unavailable because of sudden illness, death or termination of employment. The contractor shall within (5) workdays after the event, notify the CO in writing of such unavailability. If the event happens after award, the CO will determine if there is an immediate need for a temporary substitute and a continuing requirement for a permanent substitute for the Key Personnel position. The CO will promptly inform the contractor of this determination. If the CO specifies that a temporary substitute is required, the contractor shall as soon as is practical identify who will be performing the work as a temporary substitute. The temporary substitute will then start performance on a date mutually acceptable to the CO and the contractor. Within (15) work days following the event, if the CO specifies that a permanent substitute is required, the contractor shall submit, in writing, for the CO's approval, the information required in (5) and (6) below, for a proposed permanent substitute for the unavailable individual. The approval process will be the same as (7) below.

(5) Request for substitution of Key Personnel shall provide a detailed explanation of the circumstances necessitating substitution, a resume of the proposed substitute, and any other information requested by the contracting officer to make a determination as to the appropriateness of the proposed substitute’s qualifications. All resumes shall be signed by the proposed substitute and his/her formal (per company accepted organizational chart) direct supervisor or higher authority.

(6) As a minimum (or as otherwise specified in the solicitation), resumes shall include the following:

- (a) Name of person;
- (b) Functional responsibility;
- (c) education (including, in reverse chronological order, colleges and/or technical schools attended (with dates), degree(s)/certification(s) received, major field(s) of study, and approximate number of total class hours);
- (d) Citizenship status;
- (e) Experience including, in reverse chronological order for up to (10) years, area(s) or work in which a person is qualified, company and title of position, approximate starting and ending dates (month/year), concise descriptions of experience for each position held including specific experience related to the requirements of this contract; and
- (f) Certification that the information contained in the resume is correct and accurate (signature of key person and date signed, and signature of the supervisor or higher authority and date signed will be accepted as certification).

(7) The CO will promptly notify the contractor in writing of his/her approval or disapproval of all requests for substitution of Key Personnel. All disapprovals will require re-submission of another proposed substitution within (15) days by the contractor.

(b) The following individuals are designated as key personnel under this contract:

Project Manager: \_\_\_\_\_

**SECTION I – CONTRACT CLAUSES**

**I.1 CLAUSES INCORPORATED BY REFERENCE**

This Section incorporates the following clauses by reference (see Clause B-5, Clauses Incorporated by Reference, included in full text at I.2 below for further information about clauses incorporated by reference):

CLAUSE NUMBE	TITLE	DATE
1-5	Conflict of Interest	AUG 2004
1-10	Gratuities or Gifts	JAN 2010
1-15	Disclosure of Contractor Information to the Public	AUG 2004
2-20A	Incorporation of Warranty	JAN 2003
2-20B	Contractor Warranty (Products)	JAN 2010

2-95	Material Requirements	JAN 2003
2-115	Terms for Commercial Advance Payment of Purchases	APR 2013
2-125	Security for Advance Payment	APR 2013
2-130	Energy Efficiency in Energy Consuming Products	APR 2013
3-25	Protecting the Judiciary's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment	JUN 2014
3-35	Covenant Against Contingent Fees	JAN 2003
3-40	Restrictions on Subcontractor Sales to the Government	JUN 2014
3-45	Anti-Kickback Procedures	JUN 2012
3-50	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity	JUN 2012
3-55	Price or Fee Adjustment for Illegal or Improper Activity	JUN 2012
3-105	Audit and Records – Negotiations	APR 2011
3-120	Order of Precedence	JAN 2003
3-140	Notice to the Judiciary of Labor Disputes	JAN 2003
3-160	Service Contract Act of 1965	JUN 2012
3-180	Fair Labor Standards Acts and Service Contract Act – Price Adjustment	APR 2011
3-205	Protest After Award	JAN 2003
7-15	Observance of Regulations/Standards of Conduct	JAN 2003
7-20	Security Requirements	APR 22013
7-25	Indemnification	AUG 2004
7-30	Public Use of the Name of the Federal Judiciary	JUN 2014
7-35	Disclosure or Use of Information	APR 2013
7-65	Protection of Judiciary Buildings, Equipment, and Vegetation	APR 2013
7-85	Examination of Records	JAN 2003
7-100A	Limitation of Liability (Products)	JAN 2003
7-100B	Limitation of Liability (Services)	JAN 2003
7-110	Bankruptcy	JAN 2003
7-130	Interest (Prompt Payment)	JAN 2003
7-135	Payments	APR 2013
7-140	Discounts for Prompt Payment	JAN 2003
7-150	Extras	JAN 2003
7-185	Changes	APR 2013
7-210	Payment for Emergency Closures	APR 2013

7-215	Notification of Ownership Changes	JAN 2003
7-220	Termination for Convenience of the Judiciary (Fixed Price)	JAN 2003
7-230	Termination for Default (Fixed Price - Products and Services)	JAN 2003
7-235	Disputes	JAN 2003

**I-2 CLAUSES INCLUDED IN FULL TEXT**

**CLAUSE B-5, CLAUSES INCORPORATED BY REFERENCE (SEP 2010)**

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

**CLAUSE 2-20C, WARRANTY OF SERVICES (JAN 2003)**

(a) Definition. "Acceptance," as used in this clause, means the act of an authorized representative of the judiciary by which the judiciary assumes for itself, or as an agent of another, approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the judiciary or any provision concerning the conclusiveness thereof, the contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The contracting officer will give written notice of any defect or nonconformance to the contractor within 30 days from the date of acceptance by the judiciary. This notice will state either

- (1) that the contractor shall correct or re-perform any defective or nonconforming services; or
- (2) that the judiciary does not require correction or re-performance.

(c) If the contractor is required to correct or re-perform, it shall be at no cost to the judiciary, and any services corrected or re-performed by the contractor shall be subject to this clause to the same extent as work initially performed. If the contractor fails or refuses to correct or re-perform, the contracting officer may, by contract or otherwise, correct or replace with similar services and charge to the contractor the cost occasioned to the judiciary thereby, or make an equitable adjustment in the contract price.

(d) If the judiciary does not require correction or re-performance, the contracting officer will make an equitable adjustment in the contract price.

**CLAUSE 2-90B, OPTION FOR INCREASED QUANTITY - SEPARATELY PRICED LINE ITEM (APR 2013)**

The judiciary may require the delivery of the numbered line item, identified as an option item, in the quantity and at the price stated in the line item. The contracting officer may exercise the option by written notice to the contractor within at the time of contract award. Delivery of added

items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

**SECTION J-LIST OF ATTACHMENTS**

- J.1 SAMPLE PROGRAM PLAN (PROBATION FORM 45)
- J.2. DAILY TRAVEL LOG (PROBATION FORM 17)
- J.3 INVOICE (PART A)
- J.4 INVOICE (PART B)
- J.5 TRANSITIONAL/EMERGENCY HOUSING WAIVER
- J.6 STAFF QUALIFICATIONS AND CERTIFICATION

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

**K.1 PROVISIONS INCORPORATED BY REFERENCE**

This Section incorporates the following provisions by reference (see Clause B-1, Solicitation Provisions Incorporated by Reference, included in full text in Section L below, for further information about provisions incorporated by reference):

<b>PROVISION NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
3-15	Place of Performance	JAN 2003

**K.2 PROVISIONS INCLUDED IN FULL TEXT**

**PROVISION 3-5, TAXPAYER IDENTIFICATION AND OTHER OFFEROR INFORMATION (APR 2011)**

(a) Definitions.

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

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

(c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. § 7701(c)(3)). If the

resulting contract is subject to payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

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

TIN has been applied for.

TIN is not required, because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the federal government.

(e) Type of Organization:

sole proprietorship;

partnership;

corporate entity (not tax-exempt);

corporate entity (tax-exempt);

government entity (federal, state or local);

foreign government;

international organization per 26 CFR 1.6049-4;

other

(f) Contractor representations.

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

Women Owned Business

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

Hispanic American Owned

Native American Owned (American Indians, Eskimos, Aleuts, or Native Hawaiians)

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

[ ] Subcontinent Asian (Asian-Indian) American Owned (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)

[ ] Individual/concern, other than one of the preceding.

**PROVISION 3-20, CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2011)**

(a) (1) The offeror certifies, to the best of its knowledge and belief, that:

(i) the offeror and/or any of its principals:

(A) are \_\_\_ are not \_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;

(B) have \_\_\_ have not \_\_\_, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal criminal tax laws, or receiving stolen property;

(C) are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) have \_\_\_, have not \_\_\_, within a three-year period preceding this offer, been notified of any delinquent federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.



(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(ii) The offeror \_\_\_ has \_\_\_ has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. § 1001.

(b) The offeror shall provide immediate written notice to the contracting officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification

will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the contracting officer may render the offeror nonresponsible.

(d) Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the judiciary, the contracting officer may terminate the contract resulting from this solicitation for default.

**PROVISION 3-30, CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (JAN 2003)**

(a) The offeror certifies that:

(1) the prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement, with any other offeror or with any competitor relating to:

(A) those prices;

(B) the intention to submit an offer; or

(C) the methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or contract award unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory –

(1) is the person in the offeror's organization responsible for determining the prices in this offer, and that the signatory has not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices in this offer, and the title of his or her position in the offeror's organization);

(ii) as an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision; have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) as an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**PROVISION 3-130, AUTHORIZED NEGOTIATORS (JAN 2003)**

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

Name: \_\_\_\_\_

Titles: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

### **L.1 PROVISIONS INCORPORATED BY REFERENCE**

This Section incorporates the following provisions by reference (see Provision B-1, Solicitation Provisions Incorporated by Reference, included in full text below, for further information about provisions incorporated by reference.

<b>PROVISION NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
2-15	Warranty Information	JAN 2003
2-70	Site Visit	JAN 2003
3-85	Explanation to Prospective Offerors	AUG 2004
3-95	Preparation of Offers	APR 2013
3-100	Instructions to Offerors	APR 2013
3-210	Protests	JUN 2014
7-60	Judiciary Furnished Property or Services	JAN 2003

### **L.2 PROVISIONS INCORPORATED IN FULL TEXT**

#### **PROVISION B-1, SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (SEP 2010)**

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.aspx>.

#### **PROVISION 4-1, TYPE OF CONTRACT (JAN 2003)**

The judiciary plans to award a firm fixed price contract under this solicitation, and all offers shall be submitted on this basis. Alternate offers based on other contract types will not be considered.

### **L.3 SITE VISIT**

NOT APPLICABLE-CONTRACTOR WILL NOT BE WORKING ON SITE.

### **L.4 INQUIRIES**

Clarifications, responses to questions and/or amendments to this solicitation will be available on the internet at [www.sam.gov](http://www.sam.gov). Questions about, or requests for clarification or correct of, the solicitation requirements must be submitted in writing (e-mail is acceptable) to the Contracting Officer at the address shown on the cover page of this solicitation no later than seven (7) days after issuance of the solicitation.

### **L.5 EXPENSES OF RESPONSE PREPARATION AND SUBMISSION**

The Offeror is responsible for any and all expenses related to the preparation and submission of a response to this solicitation. The Court shall incur no obligation except pursuant to the execution of a contract by the Court and the successful Offeror (Contractor).

## **L.6 GENERAL INSTRUCTIONS FOR THE PREPARATION OF RESPONSES**

This section provides general instructions on how to prepare and submit a response to this solicitation. The Offeror's response shall provide all of the information requested below. A cover letter may accompany the response to set forth any additional information that the Offeror wishes to bring to the attention of the Court, including any assumptions, and/or conditions, upon which the Offeror's proposal is based.

L.6.1 The Offeror shall submit a single response (e.g., offer) to this Solicitation. Multiple and/or alternate responses from the same Offeror will not be accepted.

L.6.2 The Offeror shall furnish one (1) original and two (2) copies of the response in paper, hard copy form. One (1) electronic copy of the response also shall be provided. The electronic copy shall be provided in Adobe Acrobat format with the Pricing Form and a CD or as an attachment to an e-mail to the contracting officer.

L.6.3 All responses must be in writing, signed by a representative of the Offeror who is authorized to submit an offer.

L.6.4 All responses must be delivered sealed and marked as specified herein. Failure to properly address the outside of the response envelope could cause an offer to be misdirected.

## **L.7 CONTENT OF PROPOSALS**

The proposal must contain the following:

**L.7.1 Signature Page.** Section A (SF33) with Blocks 17 and 18 signed and dated to show that the Offeror has read, understands, accepts, and agrees to comply with all the conditions and instructions provided in the solicitation document, including all requirements, specifications and provisions.

**L.7.2 Price Proposal.** Completed Section B. The firm fixed price offered shall be stated in Section B. The offered price shall all inclusive, and no extra charges shall be payable by the Court for any additional items or services, including without limitation, equipment, accessories, cables, connectors, interface units, and other related items, necessary for the contractor to provide a fully installed and operational audio video system, as described in this solicitation, ready for operation by the Court.

**L.7.3 Clauses/Provisions requiring Fill-In by Offeror.** Completed Clauses 7-10, Contractor Representative (in Section G), and 2-65, Key Personnel (in Section H), and all of Section K with the offeror's responses supplied in applicable boxes or blanks.

### **L.7.4 Technical Proposal.**

The Technical Proposal should consist of the information requested above in section C.

## **L.8 AWARD WITHOUT DISCUSSIONS**

As stated in the judiciary provision 3-100, Instruction to Offerors, the judiciary intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer shall contain the offeror's best terms from a price and technical standpoint. However, the judiciary reserves the right to conduct discussions if the contracting officer later determines them to be necessary.

## SECTION M - EVALUATION FACTORS FOR AWARD

### M.1 PROVISIONS INCORPORATED BY REFERENCE

This Section incorporates the following provisions by reference (see Clause B-1, Solicitation Provisions Incorporated by Reference, included in full text in Section L above, for further information about provisions incorporated by reference):

PROVISION NUMBER	TITLE	DATE
2-85C	Evaluation of Options Exercised at Time of Contract Award	JAN 2003
3-70	Determination of Responsibility	JAN 2003

### M.2 BASIS FOR AWARD

Lowest price technically acceptable will be used as the basis for selecting a proposal for award. Award will be made to the responsible offeror whose proposal is technically acceptable and the lowest price. Proposals must conform to all required terms and conditions of this solicitation, include all required representations and certifications and meet all requirements set forth in this solicitation. Any finding of a deficiency, defined as an aspect of a proposal that fails to meet a minimum requirement, will cause an offer to be rated "Technically Unacceptable" and will therefore eliminate that offer from consideration for award.

#### M2.1. Factor 1 – Technical:

The Technical Approach to achieving the aforementioned statement of work above in section C will be reviewed by the judiciary to evaluate each technical proposal as acceptable or unacceptable, based on the following criteria. Each proposal will be evaluated to determine if it adequately demonstrates that the offeror: is proposing services meeting the minimum technical requirements stated in the solicitation; is proposing delivery of products by the required delivery date(s); and is capable of providing in a timely manner the services as required by the solicitation.

#### M.2.3 Factor 2 – Price:

The existence of price competition is expected to support a determination of price reasonableness. Price analysis techniques may be used to further validate price reasonableness. If adequate price competition is not obtained or if price reasonableness cannot be determined using price analysis of information in the proposals, the judiciary may request additional pricing information in order to determine that pricing is reasonable.


### M.3 AWARD ON INITIAL PROPOSAL/DISCUSSIONS

As stated in judiciary provision 3-100, Instruction to Offerors, the judiciary intends to evaluate offers and award a contract without discussions with offerors. However, the judiciary reserves the right to conduct the discussions if the contracting officer later determines them to be necessary, or to make no award as a result of this solicitation. A technical evaluation shall be conducted on all proposals, after which the contracting officer shall decide whether to make award on initial proposals, make no award, or hold discussions. If the contracting officer decides to hold discussions, the contracting officer shall determine a competitive range and conduct fair

and equal discussions with each offeror in the competitive range. After completion of discussions, offerors shall be permitted to provide revised proposals by a common cut-off date.

**TREATMENT SERVICES CONTRACT PROGRAM PLAN**

**Client Identifying Information**

Client:	Tide, Roll	PACTS #:	2501	
Address:	954 Buffalo Cr San Antonio TX 78229	Pretrial/Post Conviction:	Pretrial	
Officer:	Brink, Debra	Client Phone:	210-854-2121	
Officer Phone:	210-301-6324	DOB:	08/08/1976	

**Provider Information**

Provider:	ABC Treatment	Procurement No:	0311-2009-RNJJ
Provider Location:	ABC-Downtown	Effective Date:	04/21/2009
Attn:	Carol Williams	Termination Date:	
Location Address:	211 Constitution Avenue Washington DC 2000		
Phone:	202-555-5555		
Fax:	202-666-6666		

**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 Abuse Counseling		2.0	Monthly	\$0.00

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

\_\_\_\_\_  
Officer: Brink, Debra

\_\_\_\_\_  
Referral Agent:

\_\_\_\_\_  
Client: Tide, Roll





Date \_\_\_\_\_

Page \_\_\_\_ of \_\_\_\_

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

**(PART A)**

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

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

\_\_\_\_\_  
Authorized Administrator

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

Date \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_

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

**(PART B)**

Subtotal all costs for each client listed below:

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

### Transitional/Emergency Housing Waiver

The U.S. Probation/ Pretrial Services Office agrees to pay \_\_\_\_\_, hereinafter Provider, for lodging/housing provided to \_\_\_\_\_, hereinafter Guest/Resident, for the time period beginning \_\_\_\_\_ and ending \_\_\_\_\_, in the amount of \$\_\_\_\_\_ per month/day. If applicable, the U.S. Probation/Pretrial Services Office agrees to pay Provider the required security deposit of \$\_\_\_\_\_. These payments are made pursuant to the authority in 18 U.S.C. § 3672 or 3154(4).

Any and all lease agreements, occupancy documents and/or registration documents required by Provider shall be personally completed and executed by Guest/Resident, and the U.S. Probation/Pretrial Services Office shall not be a party to any such agreements. Further, neither the U.S. Probation/Pretrial Services Office nor the Judiciary shall be responsible or liable for any loss, damage, or destruction to Provider's property and premises or injury suffered by the Provider. The U.S. Probation/Pretrial Services Office is not responsible or liable, and will not pay for any additional services or costs, including, but not limited to food, pay per view, cleaning services beyond what is included in the base lodging or housing cost stated above, that may be incurred by the Guest/Resident during his/her stay.

The Guest/Resident assumes all responsibility and liability for any losses, damages, destruction, and/or injury that may result or arise due to his/her negligence while occupying the premises of the Provider.

Upon departure by the Guest/Resident, any refunds due of previously paid amounts by the U.S. Probation/Pretrial Services Office, including any security deposits, shall be returned and made payable to the following:

U.S. District Clerk

Attn: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Provider shall also submit to the U.S. Probation/Pretrial Services Office, at the above address, a copy of the final statement showing all amounts due, amounts paid, and any amounts returned.

The above terms and conditions are understood and agreed to by the U.S. Probation/Pretrial Services Office, the Provider, and the Guest/Resident. By signing on behalf of the Provider, the individual represents that he/she has the legal authority to bind the Provider.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

U.S. Probation/Pretrial Services Office

By: \_\_\_\_\_

Name

\_\_\_\_\_

Title

Provider

By: \_\_\_\_\_

Name

\_\_\_\_\_

Title

Guest/Resident

By: \_\_\_\_\_

Name

## OFFEROR'S 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
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## 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: \_\_\_\_\_