

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
PROBATION OFFICE

JAMES RICK GOLDEN, JR.
CHIEF PROBATION OFFICER
SAN ANTONIO – ADMINISTRATION

VICTOR CALDERON
DEPUTY CHIEF PROBATION OFFICER
SAN ANTONIO – ADMINISTRATION

ADMINISTRATION
727 E. CESAR E. CHAVEZ BOULEVARD, SUITE A-405
SAN ANTONIO 78206-1208



SAN ANTONIO

August 6, 2020

2450 STATE HIGHWAY 118
ALPINE 79830-2020

501 WEST FIFTH STREET, SUITE 2100
AUSTIN 78701-3822

111 E. BROADWAY STREET, SUITE 200
DEL RIO 78840-5573

700 E. SAN ANTONIO AVENUE, SUITE 500
EL PASO 79901-7009

100 E. WALL STREET, SUITE P-111
MIDLAND 79701-5200

410 S. CEDAR STREET
PECOS 79772-3200

727 E. CESAR E. CHAVEZ BOULEVARD, SUITE B-310
SAN ANTONIO 78206-1200

800 FRANKLIN AVENUE, SUITE 100
WACO 76701-1934

SOLICITATION FOR SECOND CHANCE ACT SERVICES

SOLICITATION NUMBER 0542-21-AS003

Dear Vendor:

This is a solicitation for proposals to enter in a Blanket Purchase Agreement (BPA) for Second Chance Act services for the United States Probation Office and United States Pretrial Services Office, El Paso Division, in the Western District of Texas.

The Court intends to award BPA(s) to one or more contractors found to meet the court's qualification requirements detailed in the attached statement of work. BPA(s) issued under this solicitation may have an ordering period up to one year.

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 particular aggregate dollar value, or in fact any orders at all, for second chance act services.

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.

Contractors wishing to be considered for award of a BPA must provide 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 services proposed.
- c) Respondents not registered in the System for Award Management (www.sam.gov) must provide a completed copy of Provision 3-5, Taxpayer Identification and Other Offeror Information (provided in Attachment 4 - Solicitation Provisions).

If you are interested in providing these services for the U.S. Courts, please visit our website at:

www.txwp.uscourts.gov

Click on Clinical Services>Procurement Information. Under Request for Proposals, look for EL PASO-EL PASO COUNTY-SECOND CHANCE ACT SERVICES-0542-21-AS003. There, you will find the solicitation which contains the full text of all applicable Government regulations. In responding to the solicitation, you should answer fully each item and supply all information requested as per the solicitation.

Any questions regarding this solicitation should be emailed to robert_morales@txwp.uscourts.gov by August 11, 2020, at 5:00 p.m. Questions received by vendors will be answered by August 13, 2020, and posted under Clinical Services on the following website:

www.txwp.uscourts.gov

For all proposals, an original and two (2) copies must be received no later than August 17, 2020, by 5:00 p.m. at 727 East Cesar E. Chavez Blvd., Suite B-310, San Antonio, Texas 78206.

Sincerely,

Robert Morales

Contracting Officer

Attachments:

1. Solicitation Cover Page
2. Statement of Work
3. BPA Terms and Conditions
4. Solicitation Provisions
5. Pricing Schedule

SCA SERVICES BPA – Solicitation #0542-21-AS003

The United States District Court for the Western District of Texas is soliciting a vendor to provide Second Chance Act services for the United States Probation Office and United States Pretrial Services Office, El Paso County, in the Western District of Texas.

A vendor must be capable of providing services to people under supervision/defendant's within a geographic area encompassing El Paso County. The services to be rendered are specifically located at Albert Armendariz, Sr., United States Courthouse, 525 Magoffin Avenue, El Paso, Texas 79901.

A. BACKGROUND

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.

B. PRICING SCHEDULE

This BPA is in effect for the period from October 1, 2020, through September 30, 2023. Pricing applicable to work performed during each twelve-month period shall be as shown below.

Pricing Table for Services

Item No.	Description	Quantity	Unit	Unit Price	Extended Price
1	3122 Manualized Cognitive Behavioral Therapy	291 units estimated monthly quantity	Per 30 min.		
2	3071-Mentoring	70 units estimated monthly quantity	Per 30 min.		
3	3401-Vendor Local Travel	Unk.	Unk.	Per Judiciary Travel Regs	
4	3501-Administrative Fee	Unk.	Unk.	Not to exceed 5% of co-pay collected per month	
				TOTAL	

C. STATEMENT OF WORK

Project Code 3122- Cognitive Behavioral Treatment (CBT)-Unit per 30-minute session

Project Code Description:

The vendor shall provide manualized cognitive behavioral group led by a 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 client. 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. Groups may also include a structured contingency management system to encourage participation, reward timeliness etc. See Administrative Fee, Project Code 3501.

Project Code 3071 - Mentoring - Unit: per 30-minute session

Project Code Description:

“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 primarily of one-on-one relationships, although team and group approaches may also be helpful. Mentors should be selected carefully with the success of the offender in mind. Mentors with criminal history are not precluded, as those directly impacted by former criminal justice involvement may be particularly effective as mentors. The recency of a prior conviction should be factored to consider when choosing mentors. Mentors may not currently be under any form of community supervision. Mentoring may not exceed one year.

If the vendor offers a program with a religious-based component to defendants or offenders, the US pretrial services/probation office will also offer or provide an alternative secular program that is the same or similar, without a religious-based component.

Mentoring is appropriate when negative peers and social networks are risk factors for the defendant or offender. The Bureau of Prisons is implementing mentor programs in many of their institutions, and the USPO/USPSO may be able to offer continuity of services upon release.

The vendor shall:

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;

Match offenders with trained, screened, and appropriate mentors who will be primarily responsible for supporting the offender in the workplace 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. Specify the number of hours mentors will engage with each offender, and how the engagement aligns with the goals of the intervention. Hours and/or frequency should decrease gradually consistent with goal attainment.

This service is preferably provided by **an individual with a Ph.D. in Philosophy** who possesses a minimum of five years of experience providing the following: a cognitive behavioral treatment-based problem solving, life-skills, and journaling year-long higher learning course divided into four trimester courses. Each trimester is composed of at least 12 weekly sessions organized by themes relevant to the practical skills which will be developed and offers mentoring opportunities and a guided online discussion of materials. Three key elements to be addressed are: hone the skills of centeredness and focus through mindfulness and meditation techniques, to learn the art of self-expression in a life affirming way, and to embark in a process of reflection and analysis of consequences.

Vendor requirements include: background statements, staff qualifications, staff restrictions, reporting of no shows, defendant/offender records, disclosure requirements, chronological notes, case staffings, vendor reports, vendor testimony, and monitoring. Services are authorized on the probation form 45/program plan by the USPO/USPSO and shall be submitted to the vendor.

The vendor shall ensure:

Practitioners prepare treatment plans that include (1) short and long-term measurable goals and objectives the clients 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 client 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,

Only face-to-face contacts between practitioner and clients (or family) are invoiced,

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

That the vendor contacts the USPO/USPSO within 24 hours if the client fails to report for appointments or fails to participate, and that any such conduct is documented in writing to the USPO/USPSO.

The client's signature is required before releasing any information regarding the client or the defendant's/offender's services and progress to the USPO/USPSO. The vendor shall obtain the client's and USPO/USPSO's signature prior to the client's first appointment with the service/treatment provider. The authorization to **release confidential information** shall be captured on the Probation Form 11G and/or PSA Form 6.

Below are the 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. Mentors themselves may **not** be under active supervision nor be under criminal justice authority.

The vendor and its employees shall:

Avoid compromising relationships with defendants/offenders;

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 ensure that persons charged with or under investigations for a criminal offense shall 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.

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 facility or personally for any of the vendor's employees during the period of this Agreement.

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

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. Concerning the defendant/offender files, records and conferences.

Concerning the **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.

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 copies of chronological notes.

Chronological notes should:

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

Be current and available for review by the USPO/USPSO or designee and by the Probation and Pretrial Services Office (PPSO) at the Administrative Office.

Chronological notes shall be legible and up to date.

To meet the **disclosure requirements** for this project code, the vendor shall disclose client records upon request of the USPO/USPSO as well as make its staff available to the USPO/USPSO to discuss issues of a client. The government agrees to provide any necessary consent forms that the federal government or federal, state or local law requires for information the probation or pretrial services officer would seek from the vendor (e.g., Probation Form 11G and/or PSA Form 6). The vendor shall ensure that all persons having access to or custody of client records follow the disclosure and confidentiality requirements of this contract and all applicable state and federal law. The vendor shall notify USPO/USPSO immediately upon receipt of legal process requiring disclosure of client records.

The vendor shall not disclose "pretrial services information" concerning pretrial services clients. "Pretrial services information," as defined by the "Pretrial Services Confidentiality Regulations," is "any information, whether recorded or not, that is obtained or developed by a pretrial services officer (or a probation officer performing pretrial services duties) in the course of performing pretrial services." Pretrial Services Confidentiality Regulations (Guide, Vol. 8A, §240.20).

Generally, any information developed by an officer performing pretrial services that is shared with the vendor will be confidential pretrial services information. Only a judicial officer or a Chief USPO/USPSO may authorize disclosure of pretrial services information to a third party pursuant to the Pretrial Services Confidentiality Regulations. Any doubts about whether a potential

disclosure concerns pretrial services information must be resolved by consultation with the USPO/USPSO.

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 the termination of this contract.

The price of **case staffing conferences** and consultations are included in the unit prices listed in each project code description. Upon USPO/USPSO referral of a client to the vendor, the vendor shall consult and meet as requested by the USPO/USPSO.

Vendor reports shall:

Include specific/measurable goals and objectives with target completion dates that are periodically reviewed. The reports should provide a written recommendation as to whether or not a client's vocational services shall be continued or terminated. If the vendor recommends service termination, the vendor shall provide a reason for this recommendation in the written report (i.e., whether the client responded to vocational treatment/service and is no longer in need of services, or whether the client failed to respond to program interventions).

The vendor, its staff, employees and/or subcontractors shall provide **vendor testimony** by:

Appearing or testifying in legal proceedings convened by the federal court or Parole Commission only upon order of the federal court with jurisdiction, and a request by the United States Probation and Pretrial Services Offices, United States Attorney's Offices, or United States Parole Commission, or in response to a subpoena.

Providing testimony including but not limited to a client's: attendance record; general adjustment to program rules; type and frequency of services; and response to services;

The vendor shall receive reimbursement for subpoenaed testimony through the Department of Justice based on its witness fee and expense schedule. The vendor must receive the necessary consent/release forms required under federal, state or local law from the Government.

The vendor shall not create, prepare, offer, or provide any opinions or reports, whether written or verbal that are not required by this statement of work unless such action is approved in writing by the Chief US Probation Officer or Chief US Pretrial Services Officer.

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).

Deliverable(s):

A vendor must be capable of providing services to people under supervision/defendant's within a geographic area encompassing El Paso County. The services to be rendered are specifically located at Albert Armendariz, Sr., United States Courthouse, 525 Magoffin Avenue, El Paso, Texas 79901.

A discharge summary shall be submitted to the USPO/USPSO within 15 business 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) shall be clearly stated.

Monthly Progress Treatment Report, (Probation Form 46R – Attachment 2).

The monthly treatment progress reports shall be typed reports submitted along with the monthly invoice (Attachment J.8) and be received by the 10th day of the following month and any other required supporting documents for the month for which the vendor is invoicing. The report shall:

Summarize client's activities during the month, lists attendance dates, and accompanies the monthly invoice (mentoring is a severable service).

Document client progress (e.g., adjustment, responsiveness, significant problems, employment).

Reflect any changes in the contract and probation form 45/program plan;

Report any co-payment received or whether the expected co-payment was not provided, as well as the amount of any outstanding balance.

The **probation form 45/ program plan** should be attached to the contract document, e.g. purchase order, contract award or purchase card obligating document. The probation form 45 does not replace the obligating document. The program plan identifies vendor services to be provided to the client and billed to the Government under the terms of this contract document and any co-payments. The plan may contain amendments. Including a client's educational and employment

history in the referral is sufficient. USPO/USPSO prepares the probation form 45 during or immediately after any case staffing conferences. The probation form 45 along with the contract document authorizes the vendor to provide services to the client. The USPO/USPSO shall modify the contract and amend the probation form 45 when changing the services, the vendor is performing, including the frequency and co-payment amounts.

Referrals should include the client's relevant background information, including an offender's presentence report or a defendant's pretrial services report, and any other information deemed necessary for effective service delivery.

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

Along with the monthly invoice, is submitted for the month for which the vendor is invoicing, USPO/USPSO or designee uses to certify the monthly invoice, USPO/USPSO shall review for approval if vendor Daily Log form differs from the USPO/USPSO sample form, defendant/person under supervision shall sign-in upon arrival and sign-out when leaving the vendor's facility, documents any defendant/person under supervision co-payment, and vendor shall ensure that a defendant/person under supervision signing or initialing an entry in the Daily Log cannot see the names or signatures of other defendants/person under supervision.

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

Project Code 3401 - Vendor's Local Travel by Vehicle - Unit: per mile reimbursed at the prevailing rate established by Judiciary Travel Regulations for employees of the Judicial Branch of Government

Project Code Description:

This project code can be used with the appropriate aforementioned project codes as applicable for vendor or staff travel to defendants/offenders' homes or employment or other contract-related travel authorized and approved by the USPO/USPSO on a probation form 45/program plan. The actual miles must be documented on a Probation Form 17, Daily Travel Log. Each mile is reimbursed at the prevailing rate established by the judiciary staff travel regulation.

Project Code 3501 - Administrative Fee (Co-pay/Contingency Management)

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.

PROPOSAL EVALUATION CRITERIA

Submission of Prices

Services

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

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. Award from this Request For Quotation will be made based on the lowest priced, technically acceptable offer.

Acceptable Responses

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 codes.

"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 Request For Proposal.

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.

Prices and "No Shows"

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

Estimated Monthly Quantity

The figures provided in the Estimated Monthly Quantity column of the Request For Proposal 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.

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 Certification of Compliance Statement (Attachment A)

Each offeror shall prepare and submit as part of its offer a **CERTIFICATION OF COMPLIANCE STATEMENT** in which the offeror certifies that it will provide the requirements within the Request For Proposal and comply with terms and conditions of the Request For Proposal. If the offeror is proposing subcontractor(s) to perform any services, the offeror shall identify the proposed subcontractor(s) and submit separate certification statements from each subcontractor that certifies that they will provide services in compliance with the requirements of the Request For Proposal. It is imperative that this section be completed in such detail, so as to determine that the offeror has met the mandatory requirements. A general statement that the offeror will comply with the Request For Proposal requirements is not sufficient.

Preparation of Background Statement (Attachment B)

Each offeror shall prepare and submit as part of its offer a **BACKGROUND STATEMENT** in which the offeror describes its experience in providing their requested contract services. If the offeror is proposing any subcontractors to perform any services, the offeror shall identify the proposed subcontractor and describe in the Certification of Compliance Statement how the subcontractor will provide services and meet the requirements of the Request For Proposal. It is imperative that this section be completed in such detail, so as to determine that the offeror has met the mandatory requirements. A general statement that the offeror will comply with the Request For Proposal requirements is not sufficient.

The vendor shall:

provide copies of all monitoring reports for the previous 18 months from all federal (including current USPO and USPSO), state and local agencies for the locations solicited. If the vendor is not able to provide copies of monitoring reports, the vendor shall provide copies of certificates or letters from federal, state, or local agencies indicating that the vendor has had a satisfactory or higher rating for the previous 18 months. If the vendor is not able to provide copies of monitoring reports, certifications or letters due to a private practice, the vendor must expressly state so in its proposal for this area. To be considered technically acceptable a vendor must have received ratings of satisfactory or higher or have expressly stated in its proposals that it is a private practice and does not have access to monitoring reports, certificates or letters. Monitoring reports for proposed subcontractors are not required; however, onsite evaluations will be individually performed for all subcontractors.

state expressly each performance site at which the offeror and any proposed subcontractors intend to provide services in response to this solicitation. Proposed sites shall be located within the solicitation's identified catchment area.

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

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.

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

Preparation of Staff Qualifications - (Attachment C)

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

D. BPA TERMS AND CONDITIONS

1. **Extent of Obligation.** The Court is obligated under this BPA only to the extent of the call(s) placed by authorized individuals against this agreement. The Contractor is cautioned that accepting BPA calls from anyone other than those authorized by the BPA may result in delay or denial of payment for that unauthorized call.
2. **Individuals Authorized to Place Calls/Orders and Dollar Limitations.** The individuals authorized to place calls/orders under this Agreement are the Level 2 COCP Contracting Officer(s) listed below.

Robert Morales, Level 2 Contracting Officer

3. Clause B-5, Clauses Incorporated by Reference (SEP 2010)

This BPA incorporates the following clauses by reference, with the same force and effect as if it were given in full text. Upon request, the contracting officer will make the full text available. The full text of the referenced clauses may be accessed electronically at the following web address: <http://www.uscourts.gov/procurement.aspx>.

(end)

4. The following judiciary clauses, that the Contracting Officer has indicated are applicable, are incorporated in this contract by reference:

- ☐ Clause 2-50 Continuity of Services (JAN 2003)
- ☐ Clause 2-60 Stop-Work Order (JAN 2010)
- ☒ Clause 3-3 Provisions, Clauses, Terms and Conditions - Small Purchases (JUN 2014)
- ☐ Clause 3-175 Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (JUN 2012)
- ☒ Clause 6-20 Insurance – Work on or Within a Judiciary Facility (APR 2011)
- ☐ Clause 7-55 Contractor Use of Judiciary Networks (JUN 2014)
- ☒ Clause 7-65 Protection of Judiciary Buildings, Equipment and Vegetation (APR 2013)
- ☐ Clause 7-115 Availability of Funds (JAN 2003)

Clauses for Products

- ☐ Clause 2-35 F.o.b. Destination, Within Judiciary's Premises (JAN 2003)
- ☐ Clause 2-130 Energy Efficiency in Energy-Consuming Products (APR 2013)
- ☐ Clause 2-135 IEEE Standard for Environmental Assessment of Personal Computer Products (APR 2013)
- ☐ Clause 6-85 Commercial Computer Software License (APR 2013)
- ☐ Clause 6-105 California E-Waste Fee (APR 2013)
- ☐ Clause 7-115 Availability of Funds (JAN 2003)

5. The following full text clauses are incorporated if the Contracting Officer has marked them as applicable (X):

- ☐ Clause 2-90C Option to Extend Services (APR 2013)
The judiciary may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The contracting officer may exercise the option by written notice to the contractor no later than _____ calendar days prior to the contract's current expiration date.

(end)

- ☒ Clause 2-90D Option to Extend the Term of the Contract (APR 2013)
(a) The judiciary may extend the term of this contract by written notice to the contractor no later than 30 calendar days prior to the contract's current expiration date September 30, 2022; provided that the judiciary gives the contractor a preliminary written notice of its

intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the judiciary to an extension.

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

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

(end)

6. Incorporation of Department of Labor Wage Rate Determination

7. Solicitation Provisions

The following judiciary provisions, that the Contracting Officer has indicated are applicable, are incorporated in this solicitation:

X 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>.

(end)

Solicitation Provisions Incorporated by Reference

X Provision 2-70 Site Visit (JAN 2003)

X Provision 2-85A Evaluation Inclusive of Options (JAN 2003)

X Provision 3-135 Single or Multiple Awards (JAN 2003)

Additional Solicitation Provisions

X 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.

(end)

NOTE: Offerors not registered in the System for Award Management (www.sam.gov) must complete and return the following information.

The prospective vendors referred to as offerors need to fill in the requested information below.

X 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
- ☐ Hispanic American
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians)
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, 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 (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)
- ☐ Individual/concern, other than one of the preceding.

(end)

____ Provision 3-195 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Certification (APR 2011)

(a) The offeror shall check following certification:

CERTIFICATION

The offeror ☐ does ☐ does not certify that –

- (1) the items of equipment to be serviced under this contract are used regularly for other than government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;
- (2) the services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.
- (3)
 - (i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.
 - (ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or contractor; and
- (4) the compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

- (b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision then Clause 3-160, Service Contract Act of 1965, will not be included in any resultant contract to this offeror.
 - (c) If the offeror does not certify to the conditions in paragraph (a) of this provision –
 - (1) Clause 3-215, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements, will not be included in any resultant contract awarded to this offeror; and
 - (2) the offeror shall notify the contracting officer as soon as possible, if the contracting officer did not attach a Service Contract Act wage determination to the solicitation.
 - (d) The contracting officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the contracting officer as required in paragraph (c) of this provision.
- (end)

____ Provision 3-220 Exemption from Application of the Service Contract Act to Contracts for Certain Services – Certification (APR 2011)

(a) **The offeror shall check following certification:**

CERTIFICATION

The offeror [] does [] does not certify that –

- (1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An “established catalog price” is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An “established market price” is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;
- (3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during

the contract period if the contract period is less than a month) servicing the Government contract; and

(4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision then Clause 3-160, Service Contract Act of 1965, as amended, will not be included in any resultant contract to this offeror.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision—

(1) Clause 3-225, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements, will not be included in any resultant contract to this offeror; and

(2) The offeror shall notify the contracting officer as soon as possible if the contracting officer did not attach a Service Contract Act wage determination to the solicitation.

(d) The contracting officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(end)

LOCAL NEED:

Project Codes: 3122 and 3071-If required, the vendor shall provide treatment services in Spanish.

Project Codes: 3122 and 3071-The vendor is authorized to provide this service via telemedicine, which includes providing health care delivery, diagnosis, consultation, and treatment and the transfer of medical data through interactive audio, video, or electronic/data communications. The vendor must adhere to and meet the same legal, ethical, and confidentiality standards when providing telemedicine. The vendor shall also obtain consent of the person under supervision before the delivery of telemedicine services and shall include documentation of the same in the individual's treatment record. The use of telemedicine is authorized only during the duration of the COVID-19 crisis.

REVIEW PERIOD FOR DELIVERABLE(S)

The United States Probation Officer or United States Pretrial 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 writing

notice to correct the noted deficiencies as provide in the written notice of at least 10 days, but not 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.

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)

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)

Monthly Progress Report

1. PROGRAM NAME AND PROVIDER NAME			2. CONTRACT NUMBER	3. FUND CONTROL NO. 2580
4. CLIENT NAME	5. FOR PERIOD COVERING	6a. PRETRIAL []	6b. PROBATION []	7. CLIENT EMPLOYED [] YES [] NO [] STUDENT [] OTHER

8. CONTACTS SINCE LAST REPORT

[illegible]

9. COMMENTS REGARDING CLIENT'S PROGRESS

SIGNATURE OF SERVICE PROVIDER	DATE

[illegible]

TREATMENT SERVICES CONTRACT PROGRAM PLAN

Client Identifying Information

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

Photo
Not
Available

Provider Information

Provider:	Procurement No:
Provider Location:	Effective Date:
Attn:	Termination Date:
Location Address:	

Phone:

Fax:

Authorized Services

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

Services Ordered

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

Instructions to Provider Regarding Client Needs and Goals of Treatment

Officer: _____

Referral Agent: _____

Client: _____

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								
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					

Attachment A

OFFEROR'S CERTIFICATION OF COMPLIANCE STATEMENT

As required, the offeror shall prepare a Certification of Compliance Statement, the offeror and each proposed subcontractor(s) shall complete the certification below (attach pages as needed labeled as subsets of this Attachment number).

I hereby certify on behalf of _____ (Name of Offeror or Subcontractor) that
_____ (Name of Offeror of Subcontractor) will provide the
mandatory requirement stated in strict compliance with requirements, terms and conditions of the
RFQ. I understand that failure to perform in accordance with any of the requirements, terms and/or
conditions may result in suspension or discontinuation of referrals or termination of the contract.

SIGNATURE: _____ DATE: _____

TITLE: _____

OFFEROR'S BACKGROUND STATEMENT

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

CERTIFICATIONS

(check all that apply)

☐

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

☐

I certify herein that copies of all monitoring reports for the previous 18 months from federal, state and local agencies have been provided, or if a monitoring report for the previous 18 months is not available, a federal, state, and/or local certificate or letter indicating the vendor has a satisfactory or high rating has been provided.

SIGNATURE: _____ DATE: _____

OFFEROR'S STAFF QUALIFICATIONS

As required, the offeror shall prepare a Certification 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 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 member have been convicted of any sexual offense (including but not limited to child pornography offenses, child exploitations, sexual abuse, rape, or sexual assault) or are required under federal, state or local law to register on the Sexual Offender registry.

SIGNATURE: _____ DATE: _____