

UNITED STATES DISTRICT COURT  
DISTRICT OF COLORADO  
PROBATION OFFICE

FREDERICK G. BACH  
Chief U.S. Probation Officer

Byron G. Rogers U.S. Courthouse  
1929 Stout Street, Suite C-120  
Denver, CO 80294-0101  
Phone: (303) 844-5424

212 North Wahsatch Avenue, Suite 300  
Colorado Springs, CO 80903-3476  
Phone: (719) 471-3387



ROSA A. MIRAFLORES  
Deputy Chief U.S. Probation Officer

P.O. Box 3508  
Grand Junction, CO 81502-3508  
Phone: (970) 245-5396

103 Sheppard Drive, Suite 202  
Durango, CO 81303-3439  
Phone: (970) 385-9564

February 13, 2012

RESPOND TO: DENVER

**RE: Job Readiness Training and Subsidized On-the-Job-Training for Females  
District of Colorado - Catchment Area: *Denver Metro Area*  
Solicitation No. 1082-2012-SubF**

Dear Program Administrator:

The U.S. Probation Office for the District of Colorado intends to procure job readiness and subsidized on the job training services for female defendants and offenders supervised in this district.

This is a request for Open Market Pricing. Required services and deliverables are detailed in the RFQ. Interested vendors must respond on time and clearly show that: 1) they can provide the required services; 2) such services will be provided by qualified staff as defined for each service in the RFQ; and 3) prices of such services shall be as low or lower than those charged the vendor's most favored customer for comparable quantities under similar terms and conditions.

The Request for Quote (RFQ) for this solicitation will be posted to our agency's public website at [www.cod.uscourts.gov/Home.aspx](http://www.cod.uscourts.gov/Home.aspx) on February 17, 2012. The RFQ is located in the "United States Probation Procurement" section of this site. If your agency does not have Internet access, please contact Budget and Procurement Officer Theresa Hunt at the number listed below, and you will be mailed a hard copy of the RFQ.

The RFQ contains the full text of all applicable Government regulations, and all offerors are subject to the provisions contained in the RFQ. In responding to the RFQ, you should answer fully each item and supply all information requested in section 1.5.

Proposals will be awarded on the basis of initial offers submitted, and each initial offer should contain your organization's best terms from a cost and technical standpoint. This contract will be awarded for a period of 12 months to the lowest priced technically acceptable vendor.

The estimated monthly quantity listed on the Quote Sheet of the RFQ is an estimate of the number of clients we estimate will be placed monthly. Please note that it is only an estimate. In total we anticipate we will not exceed 10 placements in the 12 month period. Again, this is only an estimate. A vendor must be capable of providing the services identified in the RFQ within the Denver Metro Area.

Quotes must be received no later than Wednesday March 13, 2012, at 1:00 p.m. **There will be no exceptions.** Proposals should be delivered to U.S. Probation Office, Attn: Theresa Hunt, Budget and Procurement Officer, 1929 Stout Street, Suite C-120, Denver, Colorado, 80294. You may not email your quote. Your quote must be originally signed.

All questions regarding this RFQ must be directed in writing to Theresa Hunt by email at [uspo\\_procurement@cod.uscourts.gov](mailto:uspo_procurement@cod.uscourts.gov). Answers to all questions submitted will be addressed to all prospective bidders and posted to our agency website promptly. Any vendors without Internet access will be faxed a copy of all questions and answers.

Sincerely,

A handwritten signature in black ink that reads "Theresa M. Hunt". The signature is written in a cursive, flowing style.

Theresa M. Hunt  
Budget and Procurement Officer  
(303) 335-2441

Quote Sheet for RFQ Number: 1082-2012-SUBF

Item No.	Project Code	List of Project Code Descriptions	Estimated Monthly Quantity	Unit	Unit Price	
1	3020 Job Readiness Training	In addition to the requirements in section 1.3, the vendor shall provide case management services/referrals for issues related to securing childcare, housing, transportation, healthcare, counseling and coaching, for up to ten female offenders/defendants.	estimate we will refer a max of 10 clients. <b>For ease of calculation please calculate based on one person receiving services for 6 hours for one week</b>	Hourly rate.	<u>Hourly Rate:</u>	
2	3030 Subsidized On-the-Job-Training	In addition to the requirements in section 1.3 the vendor shall; provide skills in one or all of the following areas: production manufacturing, warehousing, shipping/receiving, reception, sales/marketing and quality control inspection, for up to ten female offenders/defendants that are 18 years or older. Weekly hours should not exceed 40 hours. Placement of offenders/defendants will take place from time of award thru 12 months.	estimate we will refer a max of 10 clients. <b>For ease of calculation please calculate based on one person working 32 hours a week</b>	Hourly wage	<u>Please provide hourly wage, and the amount you will subsidize up to 50%</u>	

\_\_\_\_\_  
Vendor's Name

\_\_\_\_\_  
Vendor's Phone Number/fax number/e-mail address

\_\_\_\_\_  
Vendor's Street Address

\_\_\_\_\_  
Vendor's City, State, and Zip Code

\_\_\_\_\_  
Signature of Person Authorized to Sign Quote

\_\_\_\_\_  
Date

\_\_\_\_\_  
Quantity Discount

\_\_\_\_\_  
Tax Identification Number

\_\_\_\_\_  
Printed or Typed Name of Signator

\_\_\_\_\_  
Discount Terms or Net 30?

\_\_\_\_\_  
Performance Start Date

\_\_\_\_\_  
Data Universal Numbering System (DUNS) Number

## 1. DESCRIPTION/STATEMENT OF WORK

### 1.1 INTRODUCTION

- a. Pursuant to the authorities contained in 18 U.S.C. 3154 and 3672 and under the *Second Chance Act* (Public Law No. 110-199) and the *Judicial Administration and Technical Amendments Act* of 2008 (Public Law No.110-406), contracts or blanket purchase agreements may be awarded to provide reentry services for federal defendants/offenders supervised by the United States Probation Office and United States Pretrial Services Offices under the terms and conditions of this agreement. Where services are provided for pretrial services, the vendor shall submit separate invoices for such services provided to the referring agency.
- b. The services to be performed are indicated in the RFQ(request for quote). The vendor shall perform all services indicated in Section B of this agreement.
- c. The government will refer clients on an "as needed basis" and makes no representation or warranty that it will refer a specific number of clients to the vendor for services.

### DEFINITIONS

- a. **"Offer"** means **"proposals"** in negotiation.
- b. **"Solicitation"** means a request for quotations (RFQ) in negotiation.
- c. **"Government"** means United States Government.
- d. **"Director"** means the Director of the Administrative Office of the United States Courts (unless in the context of a particular section, the use of "Director" manifestly shows that the terms was intended to refer to some other office for purposes of that section), and the term "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized in writing to act for the Director.
- e. **"Authorized representative"** means any person, persons, or board (other than the contracting officer and Chief Probation Officer) authorized to act for the head of the agency.
- f. **"Contracting Officer"** means the person designated by the Director or his duly authorized representative to execute this Agreement on behalf of the Government, and any other successor Contracting Officer who has responsibility for this Agreement; and the term includes, except as otherwise provided in this Agreement, the authorized representative of a Contracting Officer acting within the limits of his written authority.

- g. **"Client"** means any defendant/offender receiving reentry services while under the supervision of the Federal Probation and Pretrial Services System.
- h. **"Reentry Services"** means any service, other than substance abuse and mental health treatment, designed to protect the public and promote successful reentry of the offender into the community, to include treatment, equipment and emergency housing, corrective and preventative guidance and training and other rehabilitative services.
- i. **"Probation Officer"** (i.e., USPO) means an individual appointed by a United States District Court to provide pretrial, presentence and supervision (pre and post sentence) services for the court. "Probation Officer" refers to the individual responsible for the direct supervision of an individual receiving reentry services.
- j. **"Chief Probation Officer"** (i.e., CUSPO) means the individual appointed by the United States District Court to supervise the work of the court's probation staff. For the purpose of this contract, the "Chief Probation Officer" acts as the contract administrator on behalf of the Director of the Administrative Office of the United States Courts.
- k. **"Pretrial Services Officer"** (i.e., PSO) means the individual appointed by a United States District Court to provide pretrial release investigations, recommendations and supervision services for that court. "Pretrial Services Officer" refers to the individual responsible for the direct supervision of an individual receiving reentry services.
- l. **"Chief Pretrial Services Officer"** (i.e., CPSO) means the individual appointed by the court to supervise the work of the court's pretrial services staff.
- m. **"Designee"** means the person selected by the Chief Probation Officer or the Chief Pretrial Services Officer to act in his/her behalf in reentry service matters.
- n. **"Clarifications"** are limited exchanges, between the Government and offerors, that may occur when award without discussions is contemplated. If award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of proposals or to resolve minor or clerical errors.
- o. **"AOUSC"** - Administrative Office of the U.S. Courts
- p. **"USPO/USPSO"** - Probation Officer/U.S. Pretrial Services Officer
- q. **"Probation Form 17"** - U.S. Probation Travel Log

- r. "Probation Form 45" - Program Plan
- s. "Probation Form 46R" - Monthly Progress Report
- t. "COTR" - Contracting Officer Technical Representative
- u. "Case Staffing Conference" - A meeting between the Officer and the provider to discuss the needs and progress of the defendant/offender. The defendant/offender may or may not be present at the conference.
- v. "OPPS" - Office of Probation and Pretrial Services, Administrative Office of the US Courts.

## 1.2 PURPOSE OF SERVICES

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

## 1.3 SCOPE

### 1. Vocational Testing, Training, Counseling, and Placement Services

**The vendor shall provide one or more of the following services as indicated by the listing of the specific project code(s) in the RFQ:**

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

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

**The vendor shall ensure:**

- (1) That this service is provided by individuals who meet the required education and experience requirements, or possess the recognized credentials/qualifications of, and fulfill the standards of practice established by his/her recognized state or professional regulatory body. The individual shall minimally hold a BA/BS degree in a related behavioral science field and have at least one year of experience in job readiness training;
- (2) That any services conducted by para-professionals who do not meet the criteria above are under the direct supervision of a qualified/credentialed practitioner as permitted by his/her recognized state or professional regulatory body and hold a BA/BS degree in a related behavioral science field with at least one year of experience in job readiness training;
- (3) That a discharge summary (typed as requested by USPO/USPSO) is submitted to the USPO/USPSO **within 15 business days** of when services are terminated. The summary shall include goals attained, remaining needs, reason for discharge, and any recommendations for future interventions or referrals. In all cases, the discharge status (i.e., successful discharge, unsuccessful discharge, interruption of services, etc.) shall be clearly delineated; and
- (4) That the vendor contacts the USPO/USPSO **within 24 hours** if the defendant/offender fails to report for appointments, violation conduct occurs, or third party risk issues are identified, and that any such conduct is documented in writing to the USPO. Factors which increase general risk of violence shall be communicated to the USPO/USPSO assigned to the case.

- b. **Subsidized On-the-Job-Training (3030) - Unit: total fee (up to 50% of market wage rate) -Training by an employer, as outlined on the Program Plan**

following consultation between the USPO/USPSO and service provider, provided to the defendants/offenders while engaged in productive work on a job that:

- (1) Provides knowledge or skills essential to the full and adequate performance of the job,
- (2) Provides reimbursement to the employer of up to 50% of the market wage rate of the defendant/offender, as an incentive to hire the defendant/offender and for the extra-ordinary costs of providing the training and additional supervision related to the training; and,
- (3) Is limited to a duration of no more than 90 days, as designated on the Program Plan, and that is appropriate to the occupation for which the defendant/offender is being trained, taking into account the content of the training, prior work experience and other services provided to the **defendant/offender**.

**The vendor shall ensure:**

- (1) That these services, when applicable are provided by licensed/certified individuals who possess the qualifications/credentials of, and fulfill the standards of practice established by his/her recognized state or professional regulatory body;
- (2) That the vendor contacts the USPO/USPSO **within 24 hours** if the defendant/offender fails to report for appointments, violation conduct occurs, or third party risk issues are identified, and that any such conduct is documented in writing to the USPO. Factors which increase general risk of violence shall be communicated to the USPO/USPSO assigned to the case.

## **1.4 SPECIAL REQUIREMENTS**

### **Staff Requirements and Restrictions**

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



to defendant/offender files unless approved in writing by the Contracting Officer after consultation with OPPS and PMD.

- c. The vendor and its employees shall:
  - (1) Avoid compromising relationships with defendants/offenders and the probation or pretrial services staff;
  - (2) Not employ, contract with, or pay any defendant/offender or defendant's/offender's firm or business to do any work for the vendor either at the vendor's facilities or personally for any of the vendor's employees during the period of this agreement;
  - (3) Report any such improprieties or the appearance thereof immediately to the USPO/USPSO or designee; and
  - (4) Report to the USPO/USPSO or designee any investigations, pending charges, arrests and/or convictions related to a criminal offense by staff performing services under this agreement within 48 hours obtaining knowledge.
- d. The vendor shall notify the USPO/USPSO in writing of any staff changes and provide documentation of any required licensing, certification, experience, and education requirements.
- e. Failure to comply with the above terms and conditions could result in termination of this agreement.

**Facility Requirements:**

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

**Compliance with Laws and Regulations**

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

**Local Services**

**NOTE:** Insert statement of work and project codes for local services. On the required service line an asterisk (\*) shall be used to denote which project code in the SOW will be amended in the local services section. The local services section shall be used for districts to further define a specific need. **Additional codes shall not be created under any circumstances without written approval from Office of Probation and Pretrial Services (OPPS) at the Administrative Office of the United States Courts. All local needs shall be approved, in writing, by OPPS.**

## **1.5 ADDITIONAL REQUIREMENTS**

### **(a) Submission of Prices**

#### **(1) Services**

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

#### **(2) Prices**

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

### **(b) Acceptable Responses**

#### **(1) Unit Price**

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

#### **(2) "N/C" = No Charge**

For any item that the offeror will provide without charge or without additional charge, the offeror shall insert "N/C" in the Unit Price column of the RFQ.

### **(c) Subcontracting**

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

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

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

(e) **Estimated Monthly Quantity**

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

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

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

**Preparation of Narrative Statement - (Attachment A)**

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

**Preparation of Background Statement (Attachment B)**

2. Each offeror shall prepare and submit as part of its offer a separate **BACKGROUND STATEMENT** in which the offeror describes its experience in providing the requested contract services. If the offeror is proposing any subcontractors to perform services, the offeror also shall comply with the requirements in paragraph 1 pertaining to proposed subcontractors.
  - a. state expressly each location at which the offeror and any proposed subcontractors intend to provide services in response to this solicitation.

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

- b. include copies of all building, state, and local licenses and inspection reports for the preceding 18 months, and/or state certifications where appropriate. Offerors are not required to provide copies of the aforementioned documentation for proposed subcontractors; however, the offeror is responsible for ensuring that proposed subcontractors have appropriate state and local licenses and certifications and are in compliance with state and local regulations.
- c. include copies of compliance with all federal, state and local fire, safety and health codes. Offerors are not required to provide copies of the aforementioned documentation for proposed subcontractors; however, the offeror is responsible for ensuring that proposed subcontractors have appropriate documentation demonstrating compliance with all federal, state and local fire, safety and health codes.
- d. By submitting the **BACKGROUND STATEMENT** the offeror warrants that all information contained therein is correct and accurately reflects the offeror's ability to perform.

#### **Preparation of Staff Qualifications - (Attachment C)**

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

#### **Preparation of Offeror's References - (Attachment D)**

- 4. The offeror shall provide three references (Federal State, or local government agencies and/or private organizations), for whom the offeror has provided services identified in this RFQ within the past 3 years. Provide the name and address for each reference, as well as a contact person and phone number. The

government reserves the right to contact any reference and consider the information provided as part of its responsibility determination.

## **2.0 DESCRIPTION OF DELIVERABLE(S)**

### **a. Defendant/Offender Records and Conferences**

#### **(1) File Maintenance**

The vendor shall:

- (a) Maintain a secure filing system of information on all defendants/offenders to whom the vendor provides services under this contract/agreement. The use of electronic files is not approved under this contract/agreement.
- (b) Segregate defendant/offender files from other vendor records. This will facilitate monitoring and promote defendant/offender confidentiality.
- (c) Keep a separate file for each defendant/offender.
- (d) Create a separate file when a defendant on pretrial services supervision is sentenced to probation supervision, but continued in services with the vendor. The vendor may copy any information relevant from the pretrial services file and transfer it into the probation file, except for information covered under the Pretrial Services Confidentiality Regulations.
- (e) Keep all defendant/offender records for three years after the final payment is received for Government inspection and review, **except for the following:**
  - (1) Appeals under subsection 4. Disputes, in Section I, or
  - (2) Litigation or settlement of claims arising out of the performance of this agreement, until final disposition of such appeals, litigation, or claims.
- (f) At the expiration of the performance period of this agreement, the vendor shall provide the USPO/USPSO or designee a copy of all defendant/offender records that have not been previously furnished, including copies of chronological notes.

b. **Disclosure**

The vendor shall:

- (1) Protect **CONFIDENTIAL** records from disclosure except in accordance with item number b. (2), (3), (4) and (5) below.
- (2) Obtain defendant's/offender's authorization to disclose confidential information to the USPO/USPSO. If the vendor is unable to obtain this disclosure, the vendor shall notify the USPO/USPSO immediately.
- (3) Disclose defendant/offender records upon request of the USPO/USPSO or designee to the USPO/USPSO or designee.
- (4) Make its staff available to the USPO/USPSO to discuss issues of a defendant/offender.
- (5) Disclose defendant/offender records only in accordance with 42 C.F.R. Part 2, and 45 C.F.R. § 160.201 to 205 and Part 164 (even if the vendor is not otherwise subject to 45 C.F.R. § 16.201 to 205, and part 164). The vendor shall disclose records only after advising the USPO/USPSO of the request and any exceptions to the disclosure of, or an individual's right of access to reentry services information that might apply.
- (6) Not disclose "pretrial services information" concerning pretrial 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, §2A. Generally, any information developed by an officer performing pretrial services that is shared with the vendor will be confidential pretrial services information. Only a judicial officer or a Chief USPO/USPSO may authorize disclosure of pretrial services information to a third party pursuant to the pretrial Services Confidentiality Regulations. Any doubts about whether a potential disclosure concerns pretrial services information must be resolved by consultation with the USPO/USPSO.
- (7) The vendor and its subcontractors is authorized to access criminal history information available in pretrial services or probation records that have been provided by the USPO/USPSO. This information is provided solely

for the purpose of providing services under this contract. Any unauthorized re-disclosure of this information may result in termination of this contract and the imposition of civil penalties.

- (8) Ensure that all persons having access to or custody of defendant/offender records follow the disclosure and confidentiality requirements of this agreement and all applicable state and federal law.
- (9) Notify USPO/USPSO immediately upon receipt of legal process requiring disclosure of defendant/offender records.

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

**c. File Content**

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

- (1) **Chronological Notes** that:
  - (a) Record all contacts (e.g., face-to-face, telephone) with the defendant/offender including collateral contacts with family members, employers, USPO/USPSO and others. Records shall document all notifications of absences and any violation behavior.
  - (b) Are current and available for review by the USPO/USPSO or designee and by the Office of Probation and Pretrial Services (OPPS) at the Administrative Office.
  - (c) Chronological notes shall be legible and up-to-date.
- (2) **Program Plan** (Probation Form 45) that:
  - (a) Identifies vendor services to be provided to the defendant/offender and billed to the Government under the terms of the agreement, and any co-payments due by the defendant. Plan may contain amendments.
  - (b) USPO/USPSO prepares during or immediately after any case staffing conferences. The program plan authorizes the vendor to provide services to the defendant/offender.
  - (c) USPO/USPSO shall amend the Program Plan (Probation Form 45) when changing the services the vendor shall perform, their frequency, or other administrative changes (e.g. co-payment

amounts) and upon termination of services.

- (3) **Amended Program Plan (Probation Form 45)** (if applicable) that USPO/USPSO prepares:
  - (a) During or immediately following the case staffing conference, or any other changed circumstance if service delivery changes from existing Program Plan (Probation Form 45).
  - (b) To obtain additional services for a defendant/offender during the agreement.
  - (c) To document any other changes in co-payments, frequency of treatment/services, etc.
  - (d) To terminate services.
- (4) **Monthly Progress Report, if applicable (Probation Form 46R)** that:
  - (a) Is submitted along with the monthly invoice and any other required supporting documents for the month for which the vendor is invoicing.
  - (b) Summarizes defendant/offender's activities during the month, lists attendance dates, and accompanies the monthly invoice.
  - (c) Documents defendant/offender progress (e.g., adjustment, responsiveness, significant problems, employment).
  - (d) Reflects changes in the Program Plan (Probation Form 45).
  - (e) Shall be typed if requested by the USPO/USPSO.
- (5) **Authorization to Release Confidential Information** (Probation Form 11G and/or PSA Form 6E) that:
  - (a) The defendant/offender and USPO/USPSO sign prior to the defendant's first appointment with the service/treatment provider.
  - (b) The vendor shall obtain the defendant's/offender's signature before releasing any information regarding the defendant/offender or the defendant's/offender's services and progress to the USPO/ USPO.
- (6) **Daily Travel Log** (Probation Form 17) (if applicable) that:



- (a) Vendor shall submit Probation Form 17 with the monthly invoice for **Vendor's Local Travel** by vendor or staff.
  - (1) By **Vehicle (3401)** (at the rate in the Judiciary Travel Regulations), or
  - (2) By **Common Carrier (3402)** (reimbursed at actual price).
- (7) **Sign-In, Sign-Out Daily Log** (if applicable) that:
  - (a) Along with the monthly invoice, is submitted for the month for which the vendor is invoicing.
  - (b) USPO/USPSO or designee uses to certify the monthly invoice.
  - (c) USPO/USPSO shall review for approval any vendor Daily Log form that differs from the USPO/USPSO sample form.
  - (d) Defendant/offender shall sign-in upon arrival and sign-out when leaving/exiting the vendor's facility, and
  - (e) Vendor shall ensure that a defendant/offender signing or initialing an entry in the Daily Log cannot see the names or signatures of other defendants/offenders.

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

**d. Case Staffing Conference**

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

- (1) Communicate with the USPO/USPSO for an initial case staffing conference to develop the Program Plan (Probation Form 45)
- (2) Meet at least quarterly face-to-face or via telephone conference with the USPO/USPSO to discuss the defendant's/offender's progress.
- (3) Consult and meet as requested by the USPO/USPSO .

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

e. **Vendor Reports**

The vendor shall:

- (1) Provide a report on the defendant's/offender's progress upon USPO/USPSO's request. Reports shall include specific/measurable goals and objectives with target completion dates that are periodically reviewed.
- (2) Provide a written recommendation in the report as to whether or not a defendant's/offender's vocational services shall be continued or terminated.
- (3) If the vendor recommends service termination, the vendor shall provide a reason for this recommendation in the written report (i.e., whether the defendant/offender responded to vocational treatment/service and is no longer in need of services, or whether the defendant/offender failed to respond to program interventions).
- (4) Provide a written quarterly profile on all (one report on all or one report on each) defendants/offenders discharged from the program each quarter (see attachment J.8).

f. **Vendor Testimony**

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

- (1) Appear or testify in legal proceedings convened by the federal court or Parole Commission only upon
  - (a) order of the federal court with jurisdiction, and
  - (b) a request by the United States Probation and Pretrial Services Offices, United States Attorney's Offices, or United States Parole Commission, or
  - (c) In response to a subpoena.
- (2) Provide testimony including but not limited to a defendant's/ offender's: attendance record; general adjustment to program rules; type and frequency of services; and response to services;
- (3) Receive reimbursement for subpoenaed testimony through the Department

of Justice based on its witness fee and expense schedule.

- (4) Receive necessary consent/release forms required under federal, state or local law from the Government.
- (5) Not create, prepare, offer, or provide any opinions or reports, whether written or verbal that are not required by this statement of work and the treatment program unless such action is approved in writing by the Chief US Probation Officer or Chief US Pretrial Services Officer.

**g. Emergency Contact Procedures**

In the case of counseling programs, the vendor shall establish emergency (24 hours/ 7 days a week) contact procedures (i.e. crisis intervention, schedule changes, local hotlines, and/or situations requiring immediate attention), for times when counselors are not available.

**Notifying USPO/USPSO of Defendant/Offender Behavior**

The vendor shall:

- a. Notify the USPO/USPSO within 24 hours of defendant/offender behavior including but not limited to:
  - (1) Failure to appear as directed for appointments, evaluation, counseling or testing sessions (i.e., no-show).
  - (2) Failure to follow vendor staff direction.
  - (3) Apparent failure to comply with supervision conditions

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

**3.0 SCHEDULE FOR PERFORMANCE AND DELIVERY/MILESTONE SCHEDULES**

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

#### **4.0 REVIEW PERIOD FOR DELIVERABLE(S)**

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

## **5.0 ACCEPTANCE CRITERIA FOR DELIVERABLE(S)**

**Attachment A**

### **OFFEROR'S NARRATIVE STATEMENT**

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

**OFFEROR'S BACKGROUND STATEMENT**

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

### OFFEROR'S STAFF QUALIFICATIONS

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

NAME	TITLE	DUTIES	EDUCATION	EXPERIENCE	CERTIFICATION
------	-------	--------	-----------	------------	---------------

### CERTIFICATIONS

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

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**OFFEROR'S REFERENCES**

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



## **6.0 ENVIRONMENT**

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

**PURCHASE ORDER TERMS AND CONDITIONS**  
**Provisions and Clauses**

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

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

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

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

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

**3) The following clauses are included by reference:**

**JP3 Clause 1-15, Disclosure of Contractor Information to the Public (AUG 2004)**

**JP3 Clause 3-3, Provisions, Clauses, Terms and Conditions - Small Purchases (OCT 2006)**

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

**(a) Definitions.**

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the offeror is a member.

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

(b) All offerors shall submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

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

- ☐ TIN has been applied for.  
☐ TIN is not required, because: \_\_\_\_\_

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

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the federal government.

**(e) Type of organization:**

- ☐ sole proprietorship;  
☐ partnership;  
☐ corporate entity (not tax-exempt);  
☐ corporate entity (tax-exempt);

- ☐ government entity (federal, state or local);
- ☐ foreign government;
- ☐ international organization per-26 CFR 1.6049-4;
- ☐ other \_\_\_\_\_.

(f)

*Common parent.*

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

Name and TIN of common parent

Name \_\_\_\_\_

TIN \_\_\_\_\_

## **List of Attachments**

1. Sample Program Plan
2. Monthly Progress Report (Probation Form 46R)
3. Authorization to Release Confidential Information (Probation Form 11G and/or PSA Form 6E)
4. Sign-In, Sign-Out Log
5. Invoice Part A and Part B

Prob. Form 45

Today's Date:

**Client Identifying Information**

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

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

## MONTHLY PROGRESS REPORT

[illegible]

**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)



## DAILY TREATMENT LOG

## Attachment 4

**Client Name**

Month/Year

[illegible]



**DATE:** \_\_\_\_\_

**BOC: 2580**

**(PART A)**

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

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

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