

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE	OF	PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER		
0869-2019-	0869-2019-EB-MANGROUP			07/03/18			
7. ISSUED BY		CODE	8. ADDRESS OFFER TO (If other than item 7)				
U.S. PROBATION OFFICE, ADMIN. SERVICES 314 S MAIN AVE STE 100 SIOUX FALLS SD 57104-6764							

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

### SOLICITATION

9. Sealed offers in original and 0 \_\_\_\_\_ copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in 314 S MAIN AVE STE 100 SIOUX FALLS SD \_\_\_\_\_ until 17:00 \_\_\_\_\_ local time 08/03/2018 \_\_\_\_\_

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

10. FOR INFORMATION CALL:	A. NAME COLLEEN SCHULTE	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS colleen_schulte@sdd.uscourts.gov
		AREA CODE 605	NUMBER 977	EXTENSION 8958	

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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS				PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
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	F	DELIVERIES OR PERFORMANCE			L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS(%)
(See Section I, Clause No. 52.232-8)					
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.		DATE	AMENDMENT NO.
15A. NAME, ADDRESS OF OFFER-OR AND EMAIL	CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER				

AWARD (To be completed by Government)

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

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

*Second Chance Services Exceeding \$100,000  
Open Market*

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

### **B.1. FIRM FIXED PRICE**

**B.1.1 BASE PRICE.** This is a firm fixed price contract. The total firm fixed price to be paid to the contractor for providing the services as described in the Statement of Work (SOW), Section C of this document. The firm fixed price is inclusive. No payments will be made in addition to the stated firm fixed price for any efforts made by the contractor in accomplishing the SOW.

<b>Item No.</b>	<b>Description</b>	<b>Est. Qty of Units Per Month</b>	<b>Unit Price</b>
1	3122 –Cognitive Behavioral Treatment (CBT) – Unit: per 30-minute session	50	
2	3202 Client Transportation Expenses	UNK	JTR*
3	3401 – Vendor’s Local Travel by Vehicle	UNK	JTR*
4	3501 – Administrative Fee	UNK	1% of monthly expenditure (contingency management)
		TOTAL	

\*Unit: Per mile reimbursed at prevailing rate established by Judiciary Travel Regulations for employees of the Judicial Branch of the Government.

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

### **C.1 GENERAL REQUIREMENTS**

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

##### **Project Code 3122 – Cognitive Behavioral Treatment (CBT) – Unit: per 30-minute session**

The vendor shall provide manualized cognitive behavioral group led by a trained facilitator as defined below. The groups shall offer a structured approach to a specific component of an intervention plan and address the criminal thinking component of a 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 Reconnection 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.

This service is provided by licensed/certified/credentialed individuals who possess the recognized credentials/qualifications of, and fulfills the standards of practice established by his/her professional regulatory body for the purpose of that field. The employer should have appropriate licenses and certifications so that staff qualifications may apply.

The vendor shall ensure:

- A **trained facilitator** successfully completes the training for the specific manualized CBT program being utilized. Vendors may secure certification in the curriculum post-award but before services commence. The completion of such training shall be documented. A trained facilitator shall not be required to have clinical oversight.
- 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 (i.e. successful

discharge, unsuccessful discharge, interruption of treatment, etc.) 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.
- The vendor and its employees shall:
  - Avoid compromising relationships with defendants/offenders;
  - Report any such improprieties or the appearance thereof immediately to the USPO/USPSO or designee; and
  - Report to the USPO/USPSO or designee any investigations, pending charges, arrests and/or convictions related to a criminal offense by staff performing services under this contract within 48 hours of obtaining such knowledge.
- The vendor shall notify the USPO/USPSO in writing of any staff changes and provide documentation of any required licensing, certification, experience, and education requirements.

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, §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.

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 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 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.
  - 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."

## **Project Code 3202 - Client Transportation Expenses**

(a) Project Code Description

This service is provided to eligible defendants and persons under supervision who the USPO/USPSO determines are unemployed or unable to pay for transportation. Client transportation should not exceed 90 days, unless an extension is deemed appropriate by the unit executive. Services may not exceed one year. This service is for transportation to and from reentry services or to facilitate new employment opportunities. To assist populations in rural areas, a vendor could provide group transportation for multiple defendants and persons under supervision to and from treatment or other interventions. The billing unit is the actual cost for public transportation passes or mileage reimbursement to the vendor at the prevailing rate established by judiciary staff travel regulation per mile. This service is authorized on a probation form 45/program plan (Attachment J.1) and provided to the vendor.

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

## **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**

(a) Project Code Description

This project code can be used with the appropriate aforementioned project codes as applicable for vendor or staff travel to defendant's and persons under supervision's home 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.

- (b) The probation form 45/ program plan should be provided to the vendor. 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.

### **Project Code 3501 - Administrative Fee**

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.

## **LOCAL SERVICES**

### **Project Code 3122 – Cognitive Behavioral Treatment (CBT)**

The vendor will ensure each defendant/person under supervision completes a pre- and post-test, which measures antisocial attitudes, values, and beliefs directly related to criminal activity. If the curriculum used for treatment includes a pre- and post-test, it may be used only if approved in advance by the U.S. Probation Office in the District of South Dakota. If the curriculum does not include a pre- and post-test or said test does not meet the approval of the U.S. Probation Office in the District of South Dakota, the vendor shall utilize The Criminal Sentiments Scale-Modified, which will be provided by the U.S. Probation Office in the District of South Dakota.

Group size shall be two (2) or more defendants/persons under supervision but no more than twelve (12).

Unless approved in advance by the U.S. Probation Office, the services reflected under the project codes applicable to this local needs language are limited to federal referrals.

In addition to the information the Statement of Work requires be included in each 90-day treatment plan (Quarterly Treatment Plan) for project code 3122, the following information must also be included in each Quarterly Treatment Plan:

- Identification of the PCRA risk level and the dynamic criminogenic needs identified by the PCRA that must to be targets of the treatment program.
- Exact planned intervention strategies the vendor intends to implement to address the supervisee's criminogenic risks.
- The current responsivity factors of the supervisee.
- Identification of any new offenses the supervisee has been charged with since the previous Quarterly Treatment Plan.

- Short and long-term behavior change the vendor and the supervisee are seeking to influence in the supervisee.
- The supervisee's expectations of the treatment services.
- Identification of the anticipated involvement of family, supportive collateral contacts, and community support entities.

## **SECTION D – PACKAGING AND MARKING**

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

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

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

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

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

## **SECTION E – INSPECTION AND ACCEPTANCE**

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

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

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

### **E.2 ACCEPTANCE CRITERIA**

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

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

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

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

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

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

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

### **F.3 DELIVERABLES AND SCHEDULE**

The contract must adhere to the deliverables and schedule described in the statement of work above in Section C.

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

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

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

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

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

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

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

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

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

(2) Automobile Liability Insurance

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

(3) General Liability Insurance

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

(4) Self-Insurance

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

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

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

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

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

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

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

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

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

1. Name:
2. Address:
3. Telephone:
4. E-mail:
5. Fax:

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

authority to act for and legally bind the contractor on all such issues.

## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

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

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

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

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

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

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

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

The temporary substitute will then start performance on a date mutually acceptable to the CO and the contractor. Within (15) work days following the event, if the CO specifies that a permanent substitute is required, the contractor shall submit, in writing, for the CO's approval, the information required in (5) and (6) below, for a proposed permanent substitute for the unavailable individual. The approval process will be the same as (7) below.



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

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

(a) Name of person;

(b) Functional responsibility;

(c) education (including, in reverse chronological order, colleges and/or technical schools attended (with dates), degree(s)/certification(s) received, major field(s) of study, and approximate number of total class hours);

(d) Citizenship status;

(e) Experience including, in reverse chronological order for up to (10) years, area(s) or work in which a person is qualified, company and title of position, approximate starting and ending dates (month/year), concise descriptions of experience for each position held including specific experience related to the requirements of this contract; and

(f) Certification that the information contained in the resume is correct and accurate (signature of key person and date signed, and signature of the supervisor or higher authority and date signed will be accepted as certification).

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

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

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

## **SECTION I – CONTRACT CLAUSES**

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

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

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

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

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

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

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

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

<http://www.uscourts.gov/procurement.aspx>.

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

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

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

(1) that the contractor shall correct or re-perform any defective or nonconforming services; or

(2) that the judiciary does not require correction or re-performance.

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

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

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

The judiciary may require the delivery of the numbered line item, identified as an option item, in the quantity and at the price stated in the line item. The contracting officer may exercise the option by written notice to the contractor within at the time of contract award. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

## **SECTION J – LIST OF ATTACHMENTS**

- J.1 SAMPLE PROGRAM PLAN (PROBATION FORM 45)
- J.2 DAILY TRAVEL RECORD (PROBATION 17 FORM)
- J.3 GUIDE TO JUDICIAL POLICY – CONFIDENTIAL REGULATIONS 82A
- J.4 PROBATION FORM 11G – AUTHORIZATION TO RELEASE INFORMATION
- J.5 PSA FORM 6 – AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION  
MENTAL HEALTH TREATMENT PROGRAMS

**J.1 – Prob. 45 Form**

Prob. Form 45

Today's Date:

**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:

PROB 17  
(Rev. 2/93)Page 22

## **J.3 – Guide to Judicial Policy**

# **Guide to Judiciary Policy**

Vol 8: Probation and Pretrial Services

Pt A: Pretrial Services Investigation and Report (Monograph 112)

## **Appx 5A: Confidentiality Regulations (April 14, 2010)**

### **1. Statutory Provisions**

#### **A. Authority of the Director of the Administrative Office**

The Director of the Administrative Office of the United States Courts is authorized to issue regulations governing release of information made confidential by section 3153(c)(1) of title 18, United States Code, enacted by the Pretrial Services Act of 1982 (Pub. L. No. 97-267, section 3, 96 Stat. 1136 (Sept. 27, 1982) (18 U.S.C. § 3153(c)(2))). That section further provides that the regulations are to provide exceptions to the confidentiality of such information to allow access –

“(A) by qualified persons for purposes of research related to the administration of criminal justice;

(B) by persons under contract under section 3154(4) of this title;

(C) by United States Probation Officers for the purpose of compiling presentence reports;

(D) insofar as such information is a pretrial diversion report, to the attorney for the accused and the attorney for the Government; and

(E) in certain limited cases to law enforcement agencies for law enforcement purposes.”

Accordingly, as the regulations are mandated by Congress, they are entitled to the full force and effect of the law.

#### **B. Confidentiality of Pretrial Services Information**

Section 3153(c)(1) of title 18, United States Code, provides as follows:

Last substantive revision ([Transmittal 08-002](#)) June 7, 2010  
Last revised (minor technical changes) December 28, 2010

“Except as provided in paragraph (2) of this subsection, information obtained in the course of performing pretrial services functions in relation to a particular accused shall be used only for the purposes of bail determination and shall otherwise be confidential. Each pretrial services report shall be made available to the attorney for the accused and the attorney for the Government.”

**C. Objective of Confidentiality of Pretrial Services Information**

Confidentiality of pretrial services information is preserved primarily to promote a candid and truthful relationship between the defendant and the pretrial services officer in order to obtain the most complete and accurate information possible for the judicial officer. H. Conf. Rep. 97-792, 97<sup>th</sup> Cong., 2d Sess. 8. Disclosure of pretrial services information for purposes other than for the determination of pretrial release, particularly for prosecution purposes, would deter defendants from cooperation with pretrial services officers and deprive the court of necessary information.

**2. Definitions**

For purposes of these regulations:

- A.** *Pretrial services information* is any information, whether recorded or not, that is obtained or developed by a pretrial services officer in the course of performing pretrial services. Performing pretrial services includes conducting the pretrial services investigation, preparing the pretrial services report, performing any post-release or post-detention investigation, or supervising a defendant released pursuant to chapter 207 of title 18, United States Code. Pretrial services information does not include information appearing in the public records of the court.
- B.** *Pretrial services officer* means any United States Probation or Pretrial Services Officer performing pretrial services pursuant to 18 U.S.C. § 3154 or any person acting under the directions of such officer.
- C.** *Disclose or disclosure* means a written or oral communication of pretrial services information, the release of pretrial services information, or the affirmative verification of another person’s communication of pretrial services information.
- D.** *Judicial officer* means the officer defined in 18 U.S.C. § 3156(a)(1) who has authority to release or detain the defendant to whom the pretrial services information pertains.



### **3. Limitation on Disclosure of Pretrial Services Information**

#### **A. General Prohibition of Disclosure**

Unless authorized by these regulations or ordered by the judicial officer for good cause shown, a pretrial services officer shall not disclose pretrial services information. This prohibition on unauthorized disclosure applies irrespective of whether such disclosure is sought through the direct testimony of the pretrial services officer or by means of a subpoena, a subpoena duces tecum, or other form of judicial process.

#### **B. Minimal Disclosure**

Any disclosure of pretrial services information permitted under the provisions of these regulations or ordered by the judicial officer shall be limited to the minimum information necessary to carry out the purpose of the disclosure.

#### **C. Use of Pretrial Services Information in Prosecution**

In accordance with the provisions of 18 U.S.C. § 3153(c)(3), pretrial services information is not admissible on the issue of guilt in a criminal judicial proceeding unless the proceeding is a prosecution for a crime committed while in the course of obtaining pretrial release or a prosecution for failure to appear for the criminal justice proceeding with respect to which pretrial services were provided.

#### **D. Use of Pretrial Services Information in Cases Other Than Those for Which It Was Obtained**

Pretrial services information obtained in a particular case may be used by a pretrial services officer to prepare a pretrial services report in another case or to supervise a defendant in another case.

### **4. The Pretrial Services Report**

#### **A. Notation of Pretrial Services Information**

In preparing the pretrial services report, a pretrial services officer shall note only such information as is pertinent to the determination of release or detention and release supervision. A pretrial services officer shall not solicit, record, or indicate in any form information regarding the offense alleged unless such information has been obtained from the public record.

Whenever such information is obtained from the public record, the source of information shall be identified in the report.

**B. Deletion of Information From the Pretrial Services Report**

A pretrial services officer may request the judicial officer for whom the pretrial services report is prepared to delete information from the report before the report is made available to the attorney for the defendant and the attorney for the Government. Information that may be so deleted is information that the judicial officer determines after an in camera inspection (1) would violate the promise of confidentiality by which it was obtained from a defendant or a third party or (2) might result in harm to the defendant or a third party.

**C. Limitation on the Recordation of Pretrial Services Information**

Pretrial services information shall be made available to the judicial officer in accordance with the provisions of 18 U.S.C. § 3154. But pretrial services information shall not be made part of the public record. Only information that is specifically relied upon by the judicial officer in making a release or detention decision and that is otherwise unavailable should appear on the public record. Consistent with this limitation, pretrial services officers should not be called to testify regarding pretrial services information unless such testimony is necessary to resolve a material fact.

**D. Disclosure of the Pretrial Services Report**

- (1) The pretrial services report shall be made available to the defendant, the attorney for the defendant, and the attorney for the Government pursuant to the practice and procedure of the district court in connection with a pretrial release or detention hearing, a pretrial release revocation proceeding, or any judicial proceeding to modify the conditions of release. Any copies of the pretrial services report disclosed under this provision shall be returned to the pretrial services officer at the conclusion of the hearing.
- (2) The chief pretrial services officer or the chief probation officer supervising pretrial services may make the pretrial services report available to new or additional counsel for the defendant if such counsel commenced representation of the defendant after the initial disclosure of the pretrial services report and if such counsel requests review of the report in writing. The request shall stipulate that the purpose of the review is to prepare for a scheduled or contemplated pretrial release or detention proceeding. Any copies

of the pretrial services report disclosed under this provision shall be returned to the pretrial services officer after inspection by counsel.

- (3) The pretrial services report should not be redisclosed to other parties by the attorney for the defendant or the attorney for the Government.

## **5. Authorized Disclosures**

### **A. Research, Reviews, and Audits**

- (1) Pretrial services information, including national electronic pretrial services information, shall be available to the staff of the Administrative Office of the United States Courts for technical assistance, assessments, or other reviews of a pretrial services office or a probation office that performs pretrial services or for other research related to the administration of justice.
- (2) Upon written application to the chief pretrial services officer or the chief probation officer who supervises pretrial services, and with the written consent of the Assistant Director of the Office of Probation and Pretrial Services, Administrative Office of the United States Courts, pretrial services information shall be available to qualified persons for the purpose of research related to the administration of justice.
- (3) Upon written application to the Assistant Director of the Office of Probation and Pretrial Services, Administrative Office of the United States Courts, national electronic pretrial services information shall be available to qualified persons for the purpose of research related to the administration of justice.
- (4) "Qualified persons" are those persons or organizations whose training and experience are appropriate to the nature of the research in which they propose to engage and who are performing such research with adequate administrative safeguards against the unauthorized disclosure of confidential information. Any person or organization to whom pretrial services information is disclosed under this subsection shall, prior to the disclosure of any pretrial services information, execute a nondisclosure agreement affirming the continued confidentiality of information received. Such agreement shall require that any such person or organization protect pretrial services information against unauthorized disclosure

and maintain the anonymity of those individuals to whom information disclosed under this section pertains.

**B. Contract Agencies**

- (1) Pretrial services information is available to individuals or organizations that have contracted with pretrial services to provide supportive services for the custody or care of persons released pursuant to 18 U.S.C. § 3154(4).
- (2) Contracts with such individuals or organizations must include a nondisclosure agreement which recites the obligation of the individuals or organization to adhere to the confidentiality provisions of 18 U.S.C. § 3153(c) and these regulations.

**C. Family Members and Third-Party Custodians**

The chief pretrial services officer or chief probation officer who supervises pretrial services may authorize the disclosure of pretrial services information to family members of the defendant or a third-party custodian if the defendant has been released to the custody of the family, family member, or third-party custodian pursuant to 18 U.S.C. § 3142(c)(B)(i). In any other case, such officer shall authorize disclosure of pretrial services information to family members or third-party custodians if, in the opinion of such officer, such information would be beneficial to the ongoing supervision or treatment of the defendant and the defendant authorizes the disclosure in writing. Such officer shall not authorize any disclosure to family members or third-party custodians under this section if, in the opinion of such officer, (1) the disclosure of such information would violate a promise of confidentiality to the source of the information, (2) the disclosure would result in harm to any person, or (3) the disclosure would compromise the objective of confidentiality as set out in section 1(C) of these regulations.

**D. United States Probation Officers**

Pretrial services information shall be made available to United States probation officers for the purpose of preparing a presentence report on the defendant or a codefendant, including any amendments or supplements thereto. The probation officer shall not disclose pretrial services information except insofar as that information is used in the presentence report or if the probation officer determines that the information is relevant in connection with a proceeding pursuant to F.R.Crim.P. 32.1.

**E. Violations of Conditions of Release**

Pretrial services officers shall, in compliance with 18 U.S.C. § 3154(5), inform the judicial officer and the United States Attorney's office of all apparent violations of pretrial release conditions and arrests of persons released under supervision.

**F. Risk of Harm**

- (1) Pretrial services officers shall, pursuant to the provisions of 18 U.S.C. § 3154(5), inform the judicial officer and the United States Attorney of any danger that any such person may come to pose to any other person or the community. In compliance with this section, pretrial services officers shall provide such pretrial services information as is necessary to fully advise the judicial officer and the United States Attorney of the nature and source of the danger and may request authorization to provide a warning to a party at risk or recommend any appropriate modification of release conditions. With the approval of the judicial officer, pretrial services officers may disclose such pretrial services information as is necessary to permit a party at risk to take appropriate protective action.
- (2) If the defendant poses an imminent danger to another person or the community and delaying disclosure pending approval by the judicial officer would place another person or persons in danger of physical harm, the chief pretrial services officer or the chief probation officer supervising pretrial services or designee(s) may authorize the pretrial services officer to disclose such pretrial services information as is necessary to permit a party at risk to take appropriate protective action prior to informing the judicial officer and the United States Attorney and prior to obtaining approval of the judicial officer. As soon as possible after such disclosure, the pretrial services officer must provide the judicial officer and the United States Attorney with notice of the danger, a description of the reasons for making immediate disclosure, and the information disclosed.

**G. Law Enforcement**

The judicial officer, after giving due consideration to any promises of confidentiality to sources of pretrial services information and any harm to any individual that might result from disclosure of pretrial services

information, may authorize disclosure of such information to law enforcement agencies for the following purposes:

- (1) Investigation of a crime committed in the course of obtaining or maintaining pretrial release.
- (2) Investigation of a failure to appear for the criminal justice proceeding with respect to which pretrial services were provided.
- (3) Investigation of a violation of a condition of pretrial release.
- (4) Investigation of an instance of child abuse or neglect.
- (5) Protection of the defendant, law enforcement personnel, prison officials, or other care providers in circumstances in which an arrest is contemplated, defendant is to be confined, defendant has escaped, or other circumstances in which information must be disclosed to protect such persons or the public against any risk of harm presented by the defendant or to protect or provide necessary care to the defendant.

#### **H. Exculpatory Information**

- (1) The judicial officer may authorize the disclosure of pretrial services information if the judicial officer finds that there is a substantial likelihood that the information is material, exonerating on the issue of guilt, or germane to the issue of truth in an administrative, legislative, or judicial proceeding involving the defendant or a third party, and would not be otherwise available in such a proceeding.
- (2) A pretrial services officer may disclose any pretrial services information to the judicial officer in camera in any case in which the pretrial services officer believes that pretrial services information contains material that might be disclosed under subparagraph (1) of this section or in any case in which the defendant or a third party alleges that pretrial services information contains such material.

#### **I. Diagnostic or Treatment Information**

The chief pretrial services officer or the chief probation officer who supervises pretrial services may authorize the disclosure of pretrial services information to a physician, psychologist, psychiatrist, or other health care professional or treatment provider for the purpose of assisting that person to provide diagnostic information in connection with the pretrial services report or pretrial supervision or to provide drug or mental health treatment to the defendant.

**J. Information of Benefit to Defendant**

Upon written request of the defendant, the chief pretrial services officer or chief probation officer who supervises pretrial services may authorize the disclosure of pretrial services information to a defendant for the purpose of obtaining a benefit, securing employment, or providing information to a treatment or health care provider if, in the opinion of such officer, (1) the disclosure of such information would not violate a promise of confidentiality to the source of the information, (2) the disclosure would not result in harm to any person, (3) the disclosure would not compromise the objective of confidentiality as set out in section 1(C) of these regulations, and (4) the defendant is informed that the information disclosed may not be favorable.

**K. Status Information**

The chief pretrial services officer or chief probation officer who supervises pretrial services may authorize the disclosure of pretrial services information consisting of "status" information regarding the defendant, such as current residence, telephone number, and current employer, if, in the opinion of such officer, (1) the disclosure of such information would not violate a promise of confidentiality to the source of the information, (2) the disclosure would not result in harm to any person, and (3) the disclosure would not compromise the objective of confidentiality as set out in section 1(C) of these regulations.

**L. Good Cause**

In any other case, the judicial officer may order the disclosure of pretrial services information if, after considering (1) any promise of confidentiality to the source of the information, (2) any harm that such disclosure might cause to any person, (3) the objective of confidentiality as set out in section 1(C) of these regulations, and (4) the purpose of the disclosure, the judicial officer finds that there is good cause for such disclosure.

**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:

- |                          |  |
|--------------------------|--|
| <input type="checkbox"/> | Employment   |
| <input type="checkbox"/> | Education Records (including, but not limited to academic achievement, attendance, athletic, personal history, and disciplinary records) |
| <input type="checkbox"/> | Medical Records  |
| <input type="checkbox"/> | 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)



**UNITED STATES PRETRIAL SERVICES SYSTEM  
AUTHORIZATION TO RELEASE CONFIDENTIAL  
INFORMATION MENTAL HEALTH TREATMENT PROGRAMS**

I, \_\_\_\_\_, the undersigned,  
(Name of Client)

hereby authorize \_\_\_\_\_ to release confidential  
(Name of Program)

information in its possession to the United States Pretrial Services Office in the \_\_\_\_\_.  
(Name of Court)

The confidential information to be released will include: date of entrance to program; attendance records; drug detection test results; type, frequency, and effectiveness of therapy; general adjustment to program rules; type and dosage of medication; response to treatment; test results (e.g., psychological, psycho-physiological measurements, vocational, sex offense specific evaluations); date of and reason for withdrawal or termination from program; diagnosis; and prognosis.

This information is to be used in connection with my participation in the above-mentioned program, which has been made a condition of my pretrial supervision, and may be used by the pretrial services officer for the purpose of keeping the pretrial services officer informed concerning compliance with any condition or special condition of my supervision. 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. Such information may also be made available to the probation office for the purpose of preparing a presentence report in accordance with federal law.

I understand that I have the right to revoke this authorization, in writing, at any time by sending such written notification to the program's privacy contact at:

\_\_\_\_\_  
(Name and Address of Program)

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

\_\_\_\_\_  
(Signature of Parent or Guardian if Client is a Minor)

\_\_\_\_\_  
(Signature of Client)

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Name & Title of Witness)

\_\_\_\_\_  
(Date Signed)

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

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

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

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

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

#### **PROVISION 3-5, TAXPAYER IDENTIFICATION AND OTHER OFFEROR INFORMATION (APR 2011)** *(contractor completes the information):*

(a) Definitions.

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

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

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

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

☐ TIN has been applied for.

☐ TIN is not required, because:

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

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

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

(e) Type of Organization:

☐ sole proprietorship;

☐ partnership;

- ☐ corporate entity (not tax-exempt);
- ☐ corporate entity (tax-exempt);
- ☐ government entity (federal, state or local);
- ☐ foreign government;
- ☐ international organization per 26 CFR 1.6049-4;
- ☐ other

(f) Contractor representations.

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

- ☐ Women Owned Business
- ☐ Minority Owned Business (if selected then one sub-type is required) ☐ Black American Owned
- ☐ Hispanic American Owned
- ☐ Native American Owned (American Indians, Eskimos, Aleuts, or Native Hawaiians)
- ☐ Asian-Pacific American Owned (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)
- ☐ Subcontinent Asian (Asian-Indian) American Owned (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)
- ☐ Individual/concern, other than one of the preceding.

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

*(contractor completes the information):*

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

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

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

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

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

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

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

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

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

(2) Examples.

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

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

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

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

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

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

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

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

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the contracting officer may render the offeror nonresponsible.

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

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

**PROVISION 3-30, CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (JAN 2003)**  
(contractor completes the information):

(a) The offeror certifies that:

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

(A) those prices;

(B) the intention to submit an offer; or

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

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

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

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

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

(2)

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

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

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

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

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

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

Name:

Titles:

Telephone:

Fax:

E-mail:

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

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

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

provisions incorporated by reference.

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

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

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

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

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

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

## **L.3 INQUIRIES**

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

## **L.4 EXPENSES OF RESPONSE PREPARATION AND SUBMISSION**

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

## **L.5 GENERAL INSTRUCTIONS FOR THE PREPARATION OF RESPONSES**

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

L.5.1 The Offeror shall submit a single response (e.g., offer) to this Solicitation. Multiple and/or alternate responses from the same Offeror will not be accepted.

L.5.2 The Offeror shall furnish one (1) original of the response in paper, hard copy form.

L.5.3 All responses must be in writing, signed by a representative of the Offeror who is authorized to submit an offer.

L.5.4 All responses must be delivered sealed and marked as specified herein. Failure to properly address the outside of the response envelope could cause an offer to be misdirected.

## **L.6 CONTENT OF PROPOSALS**

The proposal must contain the following:

**L.6.1 Signature Page.** Section A (SF33) with Blocks 17 and 18 signed and dated to show that the Offeror has read, understands, accepts, and agrees to comply with all the conditions and instructions provided in the solicitation document, including all requirements, specifications and provisions.

**L.6.2 Price Proposal.** Completed Section B. The firm fixed price offered shall be stated in Section B. The offered price shall all inclusive, and no extra charges shall be payable by the Court for any additional items or services.

**L.6.3 Clauses/Provisions requiring Fill-In by Offeror.** Completed Clauses 7-10, Contractor Representative (in Section G), and 2-65, Key Personnel (in Section H), and all of Section K with the offeror's responses supplied in applicable boxes or blanks.

### **L.6.4 Technical Proposal.**

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

## **L.7 AWARD WITHOUT DISCUSSIONS**

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

## **SECTION M - EVALUATION FACTORS FOR AWARD**

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

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

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



## **M.2 BASIS FOR AWARD**

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

### **M2.1. Factor 1 – Technical:**

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

### **M.2.3 Factor 2 – Price:**

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

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

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