

**UNITED STATES PROBATION OFFICE  
NORTHERN DISTRICT OF OKLAHOMA**

ASHLEY SCHNEEBERG  
CHIEF UNITED STATES PROBATION OFFICER



UNITED STATES COURTHOUSE  
333 WEST 4<sup>TH</sup>, SUITE 3820  
TULSA, OKLAHOMA 74103  
TELEPHONE (918) 699-4800  
FAX (918) 699-4871

Date: June 21, 2023

Re: FISCAL YEAR 2024

REQUEST FOR PROPOSALS

Dear Vendor:

The United States District Court for the Northern District of Oklahoma is soliciting proposals to provide treatment services in the following areas:

- 1085-24-06SA Residential Substance Abuse Counseling for Tulsa County
- 1085-24-04SA Outpatient Substance Abuse Counseling and UA Collection for Washington County
- 1085-24-04MH Mental Health Counseling for Washington County
- 1085-24-13MH Mental Health Counseling for Craig County
- 1085-24-AUTO Automotive Vocational Training for Tulsa County
- 1085-24-HVAC HVAC Vocational Training for Tulsa County
- 1085-24-WELD Welding Vocational Training for Tulsa County

The vendor would provide services for male and female federal defendants/persons under supervision who have been ordered by the Court to participate in treatment. These individuals include persons on probation, supervised release, or parole, who are under supervision of the United States Probation Office, as well as persons on Pretrial status under the supervision of United States Pretrial Services Office.

The vendor is not required to maintain a call-in phone system for the urine collection, as this will be operated by the U.S. Pretrial Services and Probation Office. It should be noted the district utilizes an on-site laboratory that will conduct testing of urine samples collected.

Request for Proposals (RFPs) can be found on the Northern District of Oklahoma's website at [www.oknp.uscourts.gov/solicitations-2024](http://www.oknp.uscourts.gov/solicitations-2024). The RFP contains the full text of all applicable Government regulations, and all offerors are subject to the provisions contained in the RFP. In responding to the RFP, you should answer each item and supply all information requested.

Section “L” provides specific directions for potential vendors in completing the proposal. **The offeror should fully read Section ”L” and follow the directions set forth.** The minimum standards for the services listed are contained in the Clauses and Terms of Agreement. All proposals will be evaluated by the criterion explained in Section “M.” Note if you intend to subcontract any services, instructions are included in Section “L” the offeror should follow.

If you have any questions regarding the RFP, please submit your questions in writing to Sara Carter at [sara\\_carter@oknd.uscourts.gov](mailto:sara_carter@oknd.uscourts.gov).

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. There will be no additional opportunity to modify your proposal.

Please read the RFP carefully; do not rely on knowledge of previous RFPs, or knowledge or previous Federal procurement procedures. *As a reminder, the vendor must have a site within the catchment area (unless otherwise indicated in the RFP), which will be evaluated during an on-site visit.* Note: a catchment area may consist of multiple counties/zip codes, in which case the vendor must have a site within at least one of the counties/zip codes identified in that catchment area.

A vendor must be capable of providing **all** services identified in Section “B,” including local services identified at the end of Section C, and must have a site located within the geographic area identified in Section “B.” If the vendor is unable to provide a service identified in Section B, and does not identify/subcontract with someone to provide the service, the vendor will be technically unacceptable.

The estimated monthly quantity listed in Section “B” of the RFP is the estimate of the services to be provided during the terms of this agreement. **It is only an estimate.**

Although the Government may choose to enter into a Blanket Purchase Agreement with multiple vendors, the Government reserves the right to award a single vendor.

The term for this Blanket Purchase Agreement is twelve (12) months, with a provision that shall allow the Government to unilaterally extend the agreement for an additional two (2) years, at two (2) twelve (12) month intervals, at the Government’s discretion.

Proposals are due by July 28, 2023, at 4:30 p.m. Proposals shall be e-mailed to [sara\\_carter@oknd.uscourts.gov](mailto:sara_carter@oknd.uscourts.gov). All e-mail submissions must reference in the subject line, the Solicitation number indicated in Section A, Block 1 of the Solicitation/Offer/Acceptance. Hard copies will not be accepted, unless otherwise noted. It is the responsibility of the vendor to confirm the government’s receipt of the proposal.

All proposals must be signed by a representative authorized to commit the vendor to contractual obligations. The Signature can be electronic or physical.

A copy of the Blanket Purchase Agreement, Clauses and Terms of Agreement, should be retained by the vendor for their files.

Sincerely,

A handwritten signature in blue ink that reads "Sara Carter". The signature is written in a cursive style with a large initial 'S'.

Sara Carter, Supervising  
U.S. Probation Officer  
Contracting Officer  
918-699-4835

Enclosures

**SECTION A SOLICITATION / OFFER / ACCEPTANCE**

1. Solicitation No. <b>1085-24-06SA</b>	2. Date Issued <b>06/22/2023</b>	3. Award No.
4. Issued By: <b>Sara Carter</b> <b>sara_carter@oknd.uscourts</b>	5. E-mail Address Offer To (if other than Item 4):	

**SOLICITATION**

6. Proposals for furnishing the required services listed in Section B will be received electronically via the e-mail address(es) specified in Item 4 or 5  
 until 04:30 PM local time 07/28/2023  
 (hour) (date)

7. For Information call: a. Name <b>Sara Carter</b>	b. Telephone <b>(918) 699-4835</b>
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**OFFER**

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

9. DISCOUNT FOR PROMPT PAYMENT <i>(See Section I, Clause No. 52-232-8)</i>	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
10. ACKNOWLEDGEMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

**SECTION B - SUPPLIES OR SERVICES AND OFFEROR'S PRICES**

The United States District Court for the Northern District of Oklahoma is soliciting a vendor to provide substance use, mental health, and/or sex offender treatment services. A vendor must be capable of providing services within a geographic area encompassing Northern District of Oklahoma.

As a result of this solicitation the Government intends to enter into a Blanket Purchase Agreement (BPA). For this BPA, approximately 1 to 2 vendors are needed to provide the required services. The Government reserves the right to award to a single vendor.

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

Section B is generic and used nationwide to procure the particular needs of each U. S. Probation/Pretrial Services Office. An asterisk \* indicates a requirement line item which has been modified under “Local Services.” Offerors shall submit pricing and proposal information related to only the required services. Services proposed, but not required, will not be evaluated or included under any resultant agreement. Offerors failing to provide offers on all required services marked, will be considered technically unacceptable.

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

**URINE COLLECTION:**

	<b>PROJECT CODE</b>	<b>REQUIRED SERVICES</b>		<b>ESTIMATED MONTHLY QUANTITY</b>	<b>UNIT PRICE</b>
<b>X</b>	1010	Urine Collection/Testing & Reporting	<b>2024</b>	<input type="text" value="8"/>	<input type="text"/>
			<b>2025</b>	<input type="text" value="12"/>	<input type="text"/>
			<b>2026</b>	<input type="text" value="16"/>	<input type="text"/>
				<b>Unit: Price: per specimen</b>	

**RESIDENTIAL PLACEMENT:**

	<b>PROJECT CODE</b>	<b>REQUIRED SERVICES</b>		<b>ESTIMATED MONTHLY QUANTITY</b>	<b>UNIT PRICE</b>
<b>X</b>	2001	Short-Term Residential Treatment	<b>2024</b>	<input type="text" value="60"/>	<input type="text"/>
			<b>2025</b>	<input type="text" value="90"/>	<input type="text"/>
			<b>2026</b>	<input type="text" value="120"/>	<input type="text"/>
				<b>Unit: per day</b>	

**CONTRACTOR'S LOCAL TRAVEL:**

	<b>PROJECT CODE</b>	<b>REQUIRED SERVICES</b>		<b>ESTIMATED MONTHLY QUANTITY</b>	<b>UNIT PRICE</b>
<b>X</b>	1401	Contractor's Local Travel by Vehicle	<b>2024</b>	<input type="text" value="Unknown"/>	Actual cost
			<b>2025</b>	<input type="text" value="Unknown"/>	
			<b>2026</b>	<input type="text" value="Unknown"/>	

	<b>PROJECT CODE</b>	<b>REQUIRED SERVICES</b>		<b>ESTIMATED MONTHLY QUANTITY</b>	<b>UNIT PRICE</b>
<b>X</b>	1501	Administrative Fee	<b>2024</b>	<input type="text" value="Unknown"/>	5% of fees collected by vendor
			<b>2025</b>	<input type="text" value="Unknown"/>	
			<b>2026</b>	<input type="text" value="Unknown"/>	

## SECTION C. DESCRIPTION/STATEMENT OF WORK

### PROVISION OF SERVICES

The United States Probation and Pretrial Services Office (hereafter USPO/USPSO) shall provide a Probation Form 45 for each defendant/person under supervision that authorizes the provision of services. The vendor shall provide services strictly in accordance with the Probation Form 45 for each defendant/person under supervision. The Judiciary shall not be liable for any services provided by the vendor that have not been authorized for that defendant/person under supervision in the Probation Form 45. The United States Probation or Pretrial Services Officer may provide amended Probation Form 45's during treatment. The United States Probation/Pretrial Services Office will notify the vendor in writing via Probation Form 45 when services are to be terminated and the Judiciary shall not be liable for any services provided by the vendor subsequent to the written notification.

### INTRODUCTION

- A. Pursuant to the authority contained in 18 U.S.C. § 3154, and 3672, contracts or Blanket Purchase Agreements may be awarded to provide services for defendants/persons under supervision who are drug-dependent, alcohol-dependent, and/or suffering from a psychiatric disorder. Such services may be provided to federal defendants/persons under supervision supervised by the USPO/USPSO, under the terms of this agreement. The vendor shall submit separate invoices for services provided to the referring agency (USPO or USPSO).

**Note regarding pretrial services defendants:** The vendor shall not ask questions pertaining to the instant offense (pending charges), or ask questions or administer tests that compel the defendant to make incriminating statements or provide information that could be used in the issue of guilt or innocence. If such information is divulged as part of an evaluation or treatment, it shall not be included on the written report.

- B. The services to be performed are indicated in Sections B and C. The vendor shall comply with all requirements and performance standards of this agreement.
- C. The judiciary will refer defendants/persons under supervision on an “as needed basis” and makes no representation or warranty that it will refer a specific number of persons to the vendor for services.

### DEFINITIONS

- A. **“Solicitation”** means a request for proposals (RFP).
- B. **“Judiciary”** means United States Government.

- C. **“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 term was intended to refer to some other office for purposes of that section), and the term “his/her duly authorized representative” means any person or persons or board (other than the Contracting Officer) authorized in writing to act for the Director.
- D. **“Authorized representative”** means any person, persons, or board (other than the contracting officer and Chief Probation Officer/Chief Pretrial Services Officer) authorized to act for the head of the agency.
- E. **“Contracting Officer”** (i.e. CO) means the person designated by the Director or his/her duly authorized representative to execute this Agreement on the behalf of the Judiciary, and any other successor Contracting Officer who has responsibility for this agreement. The term includes, except as otherwise provided in this Agreement, the authorized representative of a Contracting Officer acting within the limits of his/her written authority.
- F. **“Defendant/Person Under Supervision”** means any pretrial releasee, probationer, parolee, mandatory releasee, mandatory parolee, or supervised releasee receiving drug/alcohol testing and/or substance use assessment/treatment, mental health assessment/evaluation/treatment, and or sex offense specific evaluation/treatment/testing while under the supervision of the Federal Probation or Pretrial Services Office. Hereinafter, the term defendant applies to those on pretrial supervision, whereas person under supervision applies to those on post-conviction supervision.
- G. **“U.S. Probation Officer”** (i.e., USPO) and **“U.S. Pretrial Services Officer”** (i.e., USPSO) means an individual appointed by the United States District Court to provide pretrial, presentence and supervision (pre and post sentence) services for the court. USPO and USPSO refers to the individual responsible for the direct supervision of a defendant/person under supervision receiving drug/alcohol testing and/or substance use assessment/treatment, mental health assessment/evaluation/treatment, sex offense specific evaluation/treatment/testing, and/or specialized treatment for pretrial defendants charged with a sex offense.
- H. **“Chief U.S. Probation Officer”** (i.e., CUSPO) and **“Chief U.S. Pretrial Services Officer”** (i.e., CPSO) means the individual appointed by the court to supervise the work of the court’s pretrial services and/or probation staff. For the purpose of the contract, the CUSPO and CPSO acts as the contract administrator on behalf of the Director of the Administrative Office of the United States Courts.
- I. **“Designee”** means the person selected by the Chief Probation Officer or the Chief Pretrial Services Officer to act in his/her behalf in drug, alcohol, and mental



health treatment matters.

- J. **“Telemedicine”** includes providing health care delivery, assessment, diagnosis, consultation, and treatment and the transfer of medical data through interactive audio, video, or electronic/data communications.
- K. **“Federal Bureau of Prisons”** is the federal agency responsible for housing inmates in federal prisons, penitentiaries, correctional institutions, and residential re-entry centers who have been sentenced by the federal courts.
- L. **“Clarifications”** are limited exchanges, between the Judiciary 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.
- M. **“AOUSC”** refers to the Administrative Office of the U.S. Courts.
- N. **“Probation Form 45”** is the referring document submitted by the USPO/USPSO per defendant/person under supervision that outlines the services the vendor is authorized to provide.
- O. **“Monthly Sign-In Log”** is a document the vendor will use for each defendant/person under supervision to verify services are being offered/provided per Probation Form 45 requirements. The Monthly Sign In Log includes a place for defendant/person under supervision to sign for services based on project code, with a time in/out, vendor initials, co-payment received, and comments (to include a comment if the defendant/person under supervision failed to report, if no services were provided/received within the month, and if telemedicine was provided including the means in which the session was provided (teleconference, video conference, internet). This document accompanies the monthly invoice.
- P. **“Case Staffing Conference”** is a meeting between the Officer and the provider to discuss the needs and progress of the defendant/person under supervision. The defendant/person under supervision may or may not be present at the conference.
- Q. **“DSM”** is the Diagnostic and Statistical Manual of Mental Disorders.
- R. **“Co-payment”** is any payment from defendant/person under supervision.
- S. **“PPSO”** is the Probation and Pretrial Services Office, Administrative Office of the US Courts.
- T. **“PCRA”** means the Post-Conviction Risk Assessment, which is an assessment administered by the USPO with the person under supervision used to determine risk level, identify dynamic risk factors (criminogenic needs) and criminal thinking.

- U. **“Criminogenic Risk”** includes factors in a person under supervision’s life that are directly related to recidivism. The most significant are Cognitions, Alcohol and Drugs, Employment/Education, Social Networks and Criminal History.

## **MANDATORY REQUIREMENTS**

For Project Codes in Section B, the corresponding paragraphs in this statement of work shall be considered mandatory requirements, as well as the sections listed below:

- A. Defendant/Person under supervision Reimbursement and Co-payment
- B. General Requirements
- C. Notifying USPO/USPSO of Defendant/Person under Supervision Behavior
- D. Staff Requirements and Restrictions
- E. Facility Requirements
- F. Local Services (if applicable)

### **1. Urine Collection, Instrumented Testing and Reporting (1010)**

The vendor shall perform the following procedures related to the collection, testing and reporting of urine specimens:

#### **a. Storage of Urinalysis Supplies**

The vendor shall:

- (1) Store all urinalysis supplies in a secure area with access limited only to authorized vendor employees involved in the collection process.

#### **b. Secure Collection Area**

The vendor shall:

- (1) To the extent possible, provide a lavatory only for collecting urine specimens that is not used by staff or others not providing urine specimens.
- (2) If the lavatory is used by others not providing a urine specimen, the vendor shall:
  - (a) Limit the possibility of any interference with the collection process or adulteration of the specimen; and
  - (b) Limit access during the collection process to only those involved in the collection of urine specimens.

#### **c. Safety Precautions and Collector Training.**

- (1) The vendor shall ensure that collectors receive appropriate detailed training that includes a review of the federal OSHA Bloodborne Pathogen regulations (29 C.F.R. 1910.1030). The vendor shall document such training in their personnel file and the employee must certify they have received and understand such training. The vendor shall provide the documentation to the CO upon request.
- (2) The vendor shall ensure that all personnel handling urine specimens wear disposable gloves designed for protection against bio-hazards and are familiar with standard precautions for handling bodily fluids.

**d. General Urine Specimen Collection Procedures**

- (1) The vendor shall ensure defendants/persons under supervision:
  - (a) Remove jackets, coats, and large pocket items before entering the collection area. These items can be placed on a hook or table inside the collection area.
  - (b) Set aside purse or other carried items. These items can remain in the collection areas; however, must remain outside of immediate access from the defendant/person under supervision.
  - (c) Vigorously wash their hands using soap and water, then thoroughly rinse their hands to remove all soap and any adulterants from under the fingernails or on the skin, and finally dry their hands completely prior to voiding.
  - (d) Roll up long-sleeved shirts so the collector can examine defendant's/person under supervision's arms to detect tampering devices or adulterants.
- (2) The vendor shall ensure that the collectors:
  - (a) Verify the identity of the defendant/person under supervision by means of a state driver's license, state identification or other acceptable form of photo identification.
  - (b) Collect specimens from only one donor at a time. Both the donor and the collector shall keep the specimen collection container in view at all times prior to it being sealed and labeled.
  - (c) Complete a Chain of Custody (provided by the CO) before a defendant/person under supervision voids following the chain of custody procedures and peel the Barcode label from the Chain of Custody form and place it on the bottle.
  - (d) Collect a minimum of 30 milliliters of urine to allow the

laboratory to conduct the initial presumptive screen and confirmation tests. A specimen with less than 10 milliliters of urine is not acceptable for testing and shall not be submitted, unless specifically authorized by the Probation or Pretrial Services Office, as the nationally contracted laboratory will not test it due to insufficient quantity.

- (e) Not flush urinals/toilets until the collection is completed and the collector advises it is safe to do so (a coloring agent is not necessary for direct observation of urine collection).
- (f) Observe and document any indication (unusual color, odor) of specimen dilution and/or adulteration, or any unusual collection events or discrepancies.
- (g) Close and tightly secure the specimen collection container or have the defendant/person under supervision close the specimen collection container, to ensure it will not leak. In the event the defendant/person under supervision secures the collection container, the collector shall ensure it was tightly secured.
- (h) Review the temperature of the specimen to determine if it is near body temperature, if applicable. If temperature strips are provided by the CO, the temperature of the specimen should be measured within 4 minutes of collection and should be within a range of 90 - 100 degrees.
- (i) Use a tamper evident tape or label across the top of the bottle cap and down the sides of the bottle, and the collector or defendant/person under supervision shall initial the tamper tape or label.
- (j) Sign the Specimen Collection Statement of the Chain of Custody Form. The collector shall not sign the certification area of the form until the collection process is completed.
- (k) Have the defendant/person under supervision sign the Chain of Custody Form.
- (l) Follow notification protocols outlined in this Statement of Work under Notifying USPO/USPSO of Defendant/Person Under Supervision Behavior.

e. **Observed Urine Specimen Collection Procedures**

The vendor shall:

- (1) Directly observe defendants/persons under supervision voiding into a specimen collection container. Collectors observing the voiding process shall be the same gender as the defendant/person under supervision providing the specimen (no exceptions).
- (2) The use of mirrors is acceptable if the mirrors aid the collector in viewing the voiding process.

f. **Unobserved Urine Specimen Collection Procedures**

The vendor shall perform the following urine specimen collection procedures if circumstances prevent the observed collection of a specimen. The vendor shall ensure that collectors:

- (1) Take unobserved specimens **only** when the defendant/person under supervision and the collector are not of the same gender or it is virtually impossible to collect an observed specimen. If circumstances necessitate the collection of unobserved specimens, the vendor shall contact the CO for approval prior to the collection.
  - (2) Secure any source of water in the area where the collection occurs, by either shutting off the water or securing its access with tamper evident tape.
  - (3) Remove and/or secure any agents that could be used in an attempt to adulterate the specimen, such as soaps, cleaners and deodorizers.
  - (4) Clearly document on the Chain of Custody Form any unobserved collection.
  - (5) When provided by the CO, use a temperature strip to measure urine specimen temperatures which should range between 90- and 100-degrees Fahrenheit. The time from voiding to temperature measurement is critical and in no case shall exceed 4 minutes.
  - (6) Obtain a second specimen from defendant/person under supervision whose urine specimen temperature is outside the range in (5) above.
  - (7) Place a blue or green colored toilet bowl cleaner or coloring agent in the commode or bowl for commodes without holding tanks to deter dilution of the specimen with commode water.
  - (8) Follow all general collection procedures in subsection d above.
- g. **Urine Specimen Mailing and Storage** (For specimens shipped or transferred to contract national drug testing laboratories or on-site instrumented drug testing laboratories).

The vendor shall ensure that:

- (1) Every specimen shipped or transferred to a testing facility is contained in a collection container specifically designed to withstand the rigors of transport. All collection containers shall be provided by the Judiciary.

- (2) The collector places the specimen and corresponding Chain of Custody Form in the approved shipping container and places such containers in the custody of an approved delivery service or courier.
- (3) The collector notifies the shipper/delivery service/courier that specimen(s) are ready to be delivered to the laboratory. Specimens shall be mailed/shipped no later than the close of business the day the specimens are collected, or the morning of the day following the collection.
- (4) Urine specimens are stored in a secure area with access limited only to collectors or other vendor authorized personnel.

**h. “No Test” Policy**

The urinalysis laboratories under national contract with the AOUSC **will only test** urine specimens if all the following conditions are met.

- (1) The specimen bottle contains no less than 10 milliliters of urine.
- (2) The specimen security seal or tamper evident system (e.g., tape) is present and intact.
- (3) The specimen bar code label is present.
- (4) The specimen is accompanied by the Chain of Custody Form.
- (5) The specimen identifier (i.e., bar code number) on the bottle is identical to the number on the Chain of Custody Form.
- (6) The collector’s signature is on the Chain of Custody Form.

When any of the above conditions are not met, “No Test” will be stamped on the request report form and the reason for the no test will be checked or written in the space provided. Specimens that cannot be tested will be discarded. The vendor shall ensure that **all** the above conditions are present for specimens sent to the national drug testing laboratories for testing. For districts using a local or regional laboratory for testing of samples, the Chain of Custody Form shall also include the signature of the defendant/person under supervision.

For specimens that are received by the national drug testing laboratories or local or regional laboratories and are untestable in accordance with the no-test policy or failure to follow the required collection guidelines, the vendor shall not invoice the district for the cost of the collection. The CO will provide notification to the

vendor of untestable specimens.

i. **Random Urine Specimen Collection Procedures**

The vendor shall provide random urine specimens collections in accordance with the following:

- (1) The vendor shall collect random urine specimens at the frequency determined and authorized in the Probation Form 45.
- (2) The vendor shall collect random urine specimens when the defendants/person under supervision have less than 24 hours' notice that a urine specimen is to be submitted.
- (3) The vendor shall not alter a randomly scheduled urine collection without the approval of the CO.
- (4) Upon request of the CO, the vendor shall develop and operate an automated phone notification system for random urine collections. The vendor shall obtain the approval of the CO for the design and operation of the phone-based system before putting it into use.

j. **Urine Specimen Collection Records and Reports**

(1) **Urinalysis Testing Log**

The vendor shall utilize the Urinalysis Testing Log (included within Section J attachments) for all urinalysis specimens collected which shall indicate:

- (a) Defendant/person under supervision's name and PACTS number.
- (b) Vendor name and agreement #
- (c) Month/Year
- (d) Collection Date
- (e) Defendant's/person under supervision's signature
- (f) Collector initial
- (g) Bar Code number
- (h) Special tests requested,
- (i) Drugs or medications taken, and
- (j) Co-pay collected (if applicable)

Prior to the use of any other log to record this information, the vendor shall seek approval of the log from the CO.

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

disclosure of drug or alcohol treatment records.

**k. National Contract Urinalysis Laboratories**

Some initial urine specimens are analyzed under a separate contract with the AOUSC. Any confirmation testing completed on urine specimens that have a presumptive positive result shall be done by the national contract testing laboratory. The CO shall provide supplies and instructions for the shipping and handling of specimens.

**l. Onsite Screening Urinalysis Laboratory**

Urine specimens are analyzed by onsite laboratories at some locations in Probation and/or Pretrial Services Offices. Specimens sent to these facilities shall be processed in the same manner as listed above. Upon award, the CO shall notify the vendor that it uses an on-site testing laboratory and provide supplies and instructions for the shipping and handling of specimens.

**2. Residential Placements**

The vendor shall provide at the daily per diem rates stated in Section B, the following services. The CO shall include a local service requirement which defines whether the required residential placement services will be specifically for males, females, or both. It should be noted there are a few instances wherein the defendant/person under supervision may not report as directed for residential placement. In the event of a no-show for residential placement, the vendor shall not invoice unless in person services were provided.

**a. Therapeutic Community Treatment (1001); Confined Treatment Alternative (1503); Short-Term Residential Treatment (2001); Long-Term Residential Treatment (2002); Short-Term Residential Treatment for Co-Occurring Disorders (6001); and/or Long-Term Residential Treatment for Co-Occurring Disorders (6002):**

- (1) Per diem rates include room and board, assessment, counseling/therapeutic services, drug testing, physical examination and blood and urine specimen collection.
- (2) For invoicing purposes per diem rates are calculated based on the following:
  - a. A calendar day unit (midnight to midnight) for continuous placement of over 24 hours; and
  - b. Is prorated/calculated as one-fourth of a calendar day for (1) six hours or less, or (2) when a defendant/person under supervision is absent from contractor's facility without USPO/USPSO's or vendor's permission for over twenty-four (24) hours.



**Example:**

Assume a per diem rate of \$100.00. Defendant/person under supervision entered a residential facility at 7:00 p.m. on Day 1 and was discharged from the facility at 7:00 a.m. on Day 3.

	<b>Time Spent</b>	<b>Charge</b>
Day 1	.25 units	\$25.00
Day 2	1 unit	\$100.00
Day 3	.5 units	\$50.00

- (1) **Short-term Residential Treatment (2001)** is for defendants/persons under supervision suffering from chemical dependency and needing residential treatment for a period not exceeding 90 days, unless approved by CO. Residential treatment facilities provide a highly structured environment that incorporates counseling, drug testing, and other approaches that involve cooperative living for people receiving treatment. The defendant's/persons under supervision's progress shall be monitored and reported to the USPO/USPSO at least every 30 days.

The vendor shall provide:

- (1) A typed **transitional care plan** report in accordance with Vendor Reports under section f(3) for each defendant/person under supervision upon termination of the residential period for **Therapeutic Community Treatment (1001); Short-term Residential Treatment (2001); Long Term Residential Treatment (2002); Short-term Residential Treatment for Co-Occurring Disorders (6001); and/or Long-Term Residential Treatment for Co-Occurring Disorders (6002); and Confined Treatment Alternative (1503).**

3. **Residential Facilities Requirements (8010, 8030, 8050) and Residential Placements (1001, 1503, 2001, 2002, 6001, and 6002)**

All residential, housing and inpatient services listed above shall be provided at facilities that are licensed by the state and locality (if applicable) in which they are located and are in compliance with the Residential Facility Requirements (below).

a. **Defendant/Person under supervision Information**

The vendor shall obtain at intake: the resident's name; home address; date of birth; race; gender; and special medication problems or needs; the name of the resident's personal physician (if applicable); the resident's legal status including conditions of release; and the names of parties to notify in case of an emergency. The vendor shall immediately notify the USPO/USPSO, or follow other notification protocol

outlined by the CO, if the defendant/person under supervision leaves the treatment facility without proper authorization, fails to report for treatment, or any factors that may increase risk or identified third-party risk issues. The vendor shall report conduct violating a condition of supervision within 24 hours.

**b. Staff Qualifications**

The vendor shall:

- (1) Have adequately trained, paid staff on duty/premises to provide 24 hours, 7-days a week coverage. (Staff may not be asleep during their assigned shifts);
- (2) Use volunteers only at the discretion of the CO;
- (3) Keep written position descriptions that accurately describe current duties for all staff performing services under this agreement;
- (4) Establish minimum employment qualifications for all staff performing services under this agreement;
- (5) Have, at a minimum, one staff member on each shift that is trained in emergency CPR and first aid;
- (6) Have counselors that are licensed and certified to engage in substance use treatment recognized by his/her state's regulatory board and/or accrediting agency; and
- (7) Only use paraprofessionals under the supervision of a staff member who meets the requirements described in item 6 above, and after obtaining the approval of the CO.

**c. Code Compliance**

The vendor shall:

- (1) Comply with all applicable (e.g., building sanitation, health, fire electrical, zoning) laws, ordinances, and codes.
- (2) Upon request of the CO, the vendor shall document compliance with, non-applicability of, any item in c. (1) above.

**d. Sleeping and Bathroom Facilities**

The vendor shall:

- (1) Provide well-lit and ventilated sleeping quarters.
- (2) Supply each defendant/person under supervision with a bed, mattress and storage space for personal articles.
- (3) Supply each defendant/person under supervision with a complete set of bed linens and towels which are, at a minimum exchanged or washed weekly.
- (4) Provide toilet, sink, and bathing facilities on the premises.

e. **Emergency Plans**

The vendor shall:

- (1) Have annually updated, written emergency and evacuation plans and diagrams for emergencies (e.g., fire, natural disaster and severe weather) that are communicated to each arriving defendant/person under supervision and shall be posted conspicuously in the facility.
- (2) Conduct quarterly evacuation drills when a representative number of defendant/person under supervision and other residents are present and document such.
- (3) Train all facility personnel to implement the emergency and evacuation plans and document such training.

f. **Safety Precautions**

The vendor shall provide:

- (1) At least two means of an exit from each floor level.
- (2) Smoke detectors on each floor providing complete and prompt coverage.
- (3) Electrically lighted exit signs and egress routes with backup battery powered emergency lighting.
- (4) Portable fire extinguishers throughout the facility appropriately rated and classed (i.e., Rated 2A; Class A extinguisher per 600 square feet for light hazard occupancy with a maximum travel distance of 75 feet to an extinguisher).

- (5) Clean and sanitary facilities and surrounding areas, and clear hallways, stairs and exits.
- (6) Fire inspections and testing of fire equipment by the equipment representative conducted at least semiannually.
- (7) No mattresses or pillows acquired after commencement of the contract that contain polyurethane or polystyrene.
- (8) Appropriate storage of all hazardous materials (e.g., paint adhesives, thinners, etc. are stored in metal containers away from areas such as sleeping quarters, kitchens, furnaces, stairwells, and exits).

**g. General Food Service**

The vendor shall:

- (1) Plan diets according to physician's requirements, if applicable.
- (2) Provide meals for defendants/persons under supervision whose work schedules prevent them from eating at meal time.
- (3) Provide daily reasonable food selections.
- (4) Provide nutritiously, varied and balanced sack lunches for defendant/person under supervision requiring these.
- (5) Prepare menus at least a week in advance and keep menus for three months.
- (6) Have a registered dietitian or physician annually approve the nutritional value of fixed menus, and semiannually approve non-fixed menus and document such.
- (7) Ensure that all persons preparing food comply with applicable federal, state and local health laws, codes and regulations.

**h. Department of Health, Education and Welfare Food Service Standards**

The U.S. Food and Drug Administration (FDA) publishes the *Food Code*, a model that assists food control jurisdiction at all levels of government by providing them with a scientifically sound technical and legal basis for regulating the retail and food service segment of the industry (restaurants and grocery stores and institutions such as nursing homes). Local, state, tribal and

federal regulators use the *FDA Food Code* as a model to develop or update their own food safety rules and to be consistent with national food regulatory policy. At a minimum, the vendor shall comply with the standards set forth in the most recent version of the *FDA Food Code*, which can be found at <http://www.cfsan.fda.gov/~dms/fc05-toc.html>.

**i. Vendor Meals Served in Restaurants**

The vendor shall ensure that restaurants preparing and serving food to residents are full-service; have valid state or local license, certificate or permit to operate, prepare and/or serve food; and meet all state and/or local sanitation and health laws, codes and regulations.

**j. Emergency Medical Service**

The vendor shall:

- (1) Keep basic first aid supplies as set forth in the American Red Cross First Aid Manual on-site at all times.
- (2) Train at least one staff member on each shift in emergency first aid and CPR.
- (3) Ensure that emergency 24 hour, 7-days a week medical service is available with a licensed general hospital, private physician or clinic.
- (4) Ensure that residents are responsible for their own medical expenses and that staff assists residents in identifying available community resources.

**k. Counseling and Programmatic Requirements (PC 2001, 2002, 6001, 6002)**

The vendor shall provide:

- (1) A minimum of 6 hours of structured programmatic activities per weekday (e.g., life skills training, GED, employment readiness, etc.), 3 hours of which shall be clinical group counseling, as well as a minimum of 3 hours of structured programmatic activities per weekend day.
- (2) A minimum of 1 hour of individual clinical counseling per week.
- (3) A treatment plan (in accordance with Vendor Reports under section f(1)) is created at with the defendant/person under supervision at the beginning of programming and submitted to the USPO/USPSO, and re-evaluated at least every 30 days.

**NOTE:** The vendor shall follow notification protocols outlined in this Statement of Work under Notifying USPO/USPSO of Defendant/Person Under Supervision Behavior.

4. **Vendor Local Travel:**

The vendor may invoice for:

- a. **Vendor's Local Travel by Vehicle (1401)** for vendor or staff travel to defendants'/person under supervision' homes or employment, medical appointments or for other contract-related travel authorized and approved in advance by the CO and conforming with the following:
  - (1) Reimbursement at actual price.
  - (2) Documentation of the number of miles traveled (e.g. web based mapping print-out)

5. **Defendant/Person under supervision Reimbursement and Co-Payment**

The vendor shall:

- a. Collect any co-payment authorized on the Probation Form 45 and deduct any collected co-payment from the next invoice to be submitted to the judiciary (note that co-payment cannot exceed the cost of the service provided);
- b. Accept more than one co-payment type (e.g. check, credit card, cash, cashier's check, web-based transactions, etc.).
- c. Provide bills and receipts for co-payments to defendants/persons under supervision. Receipts shall be provided to the defendant/person under supervision at the time of payment collection. The vendor shall keep an individualized record of co-payment collection, make it available for the USPO/USPSO review, and have systems in place to both follow-up on collection of outstanding amounts and to resolve any discrepancies in the amount owed;
- d. Document within the Monthly Sign-In Log any co-payment received or whether the expected co-payment was not provided;
- e. In conjunction with submission of invoices, provide an outstanding co-payment due report itemizing the total amount outstanding per defendant/person under supervision.
- f. Reimburse the Judiciary as directed in Section G.

**Note:** The vendor may charge an **Administrative Fee (1501)** which is a reasonable

monthly fee, to administer the collection of fees from defendants/persons under supervision, not exceeding five (5) percent of the monthly funds collected.

6. **General Requirements**

a. **Defendant/Person under supervision Records and Conferences**

(1) File Maintenance

The vendor shall:

- (a) Maintain a secure filing system of information on all defendants/persons under supervision to whom the vendor provides services under this contract/agreement. If information is maintained electronically, the vendor shall provide access to all files available for review (format shall be specified by the CO, e.g. paper copy, flash drive, electronic access, etc.) immediately upon request of the CO.
- (b) If maintaining paper files, separate defendant/person under supervision files from other vendor records. This will facilitate monitoring and promote defendant/person under supervision confidentiality.
- (c) Keep a separate file for each defendant/person under supervision.
- (d) Create a separate file when a defendant on pretrial services supervision is sentenced to probation supervision but continued in treatment 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) Identify any records that disclose the identity of a defendant/person under supervision as **CONFIDENTIAL**.
- (f) Keep all defendant/person under supervision records for three years after the final payment is received for Judiciary inspection and review, **except** for litigation or settlement of claims arising out of the performance of this agreement, which records shall be maintained until final disposition of such appeals, litigation, or claims. Note: this requirement is not in lieu of the vendor following other local/state/federal record retention requirements.
- (g) At the expiration of the performance period of this agreement the vendor shall provide the USPO/USPSO or CO a copy of all defendant/person under supervision records that have not been previously furnished, including copies of chronological notes.

NOTE: The vendor shall comply with the HIPAA privacy rule Security Standards for the Protection of Electronic Protected Health Information set forth at 45 C.F.R. § 164.302 to 318 with regard to electronic information.

b. **Disclosure**

The vendor shall:

- (1) Protect **CONFIDENTIAL** records from disclosure except in accordance with item number b. (2), (3), (4),(5), (6), and (7) below.
- (2) Obtain defendant's/person under supervision's authorization to disclose confidential health 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/person under supervision 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 treatment of a defendant/person under supervision.
- (5) Disclose defendant/person under supervision 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, treatment or protected health information that might apply.
- (6) Not disclose "pretrial services information" concerning pretrial services defendants. "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, §2.A. 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 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 and the imposition of civil penalties.
- (8) Ensure that all persons having access to or custody of defendant/person under supervision records follow the disclosure and confidentiality requirements of this agreement and federal law.
- (9) Notify the CO immediately upon receipt of legal process requiring disclosure of defendant/person under supervision records.

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

**c. File Content**

The vendor's file on each defendant/person under supervision shall contain the following records:

- (1) **Chronological Notes** that:
  - (a) Record all significant contacts (e.g., in person, by telephone, or any other form of protected electronic communication) with the defendant/person under supervision including USPO/USPSO and others. Records shall document all notifications of absences and any apparent conduct violating a condition of supervision occurs.
  - (b) Are in accordance with the professional standards of the individual disciplines and with the respective state law on health care records.
  - (c) Notes could include sessions attended, topics covered during sessions, defendant's/person under supervision's participation, clinical goals of treatment, the methods/methodologies and/or type of therapy used, changes in treatment, the defendant's/person under supervision's observed progress, or lack thereof, toward reaching the goals in the treatment records. Specific achievements, failure to attend, failed assignments, rule violations and consequences given should be recorded.
  - (d) Are current and available for review by the USPO/USPSO or CO and by

the Probation and Pretrial Services Office (PPSO) at the Administrative Office.

- (e) Chronological notes shall be legible, dated and signed/electronically certified by the practitioner, to include the practitioner's licensure/credentials.
- (2) Probation Form 45 and **Amended Probation Form 45** that:
- (a) The USPO/USPSO prepares which identifies vendor services to be provided to the defendant/person under supervision and billed to the Judiciary under the terms of agreement, and any co-payments due by the defendant. Note: the Judiciary is not required to reimburse for any services that were not authorized on the Probation Form 45, or any services provided in excess of services authorized.
  - (b) USPO/USPSO shall amend the 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) **Authorization to Release Confidential Information** that:
- (a) The defendant/person under supervision and USPO/USPSO and/or other witness sign prior to the defendant's/person under supervision's first appointment with the treatment provider.
  - (b) The vendor shall have a signed release of information before releasing any information regarding the defendant/person under supervision or the defendant's/person under supervision's treatment and progress to the USPO/USPSO.
- (4) **Monthly Sign-In Log**
- (a) Along with the monthly invoice, is submitted for the month for which the vendor is invoicing, with one Monthly Sign-In Log per defendant/person under supervision.
  - (b) Includes all defendant's/person under supervision's scheduled contacts during the month (per project code), to include notation/comment indicating any failure to report on scheduled dates, or when service was provided via telehealth.
  - (c) Defendant/person under supervision shall sign-in upon arrival to include the time in and time out of service with the vendor initialing to verify accuracy of time in/time out.

- (d) Documents any defendant's/person under supervision's co-payment, and
- (e) USPO/USPSO or designee uses to certify the monthly invoice.
- (f) For residential placements, only required to obtain defendant/person under supervision signature on first and last day of placement.

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

(5) **Urinalysis Testing Log** (if applicable) that:

- (a) Along with the monthly invoice, is submitted for the month for which the vendor is invoicing.
- (b) Shall record all collected urinalysis specimens and indicate:  
Has all applicable sections completed
  - (1) Defendant's/person under supervision's name and PACTS number
  - (2) Vendor name and agreement #
  - (3) Month/Year
  - (4) Collection Date
  - (5) Defendant's/person under supervision's signature
  - (6) Collector's initials
  - (7) Bar Code number (if applicable)
  - (8) Special tests requested (if applicable)
  - (9) Drugs or medication taken
  - (10) Test Results (if applicable)
  - (11) Co-pay collected (if applicable)
- (c) The vendor shall submit for CO approval if vendor Urinalysis Testing Log form differs from the sample form.
- (d) The vendor shall ensure that a defendant/person under supervision signing or initialing an entry Urinalysis Log cannot see the names or signatures of other defendants/person under supervision.

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

d. **Telemedicine**

On a case-by-case basis, telemedicine may be authorized to provide services

outlined within this Statement of Work. The use of telemedicine is authorized only after the vendor and the USPO/USPSO staff the individual defendant's/person under supervision's case, determine he/she is appropriate for treatment via telemedicine, determine which specific services are appropriate via telemedicine, and it is approved by the district's contracting officer or designee.

**NOTE: The use of telemedicine is for the benefit of the Judiciary and not the convenience of the vendor. The use of telemedicine is not in lieu of the vendor's ability to provide services in-person when appropriate. This requirement is not in lieu of the provisions which require the vendor (and any proposed subcontractor) to maintain an acceptable facility located within the defined catchment area.**

- (1) The vendor is authorized to provide specified services via telemedicine, which includes providing health care delivery, assessment, diagnosis, consultation, and treatment and the transfer of medical data through interactive audio, video, or electronic/data communications. The vendor must adhere to and meet the same legal, ethical, and confidentiality standards when providing telemedicine. The vendor shall also obtain consent of the defendant/person under supervision before the delivery of telemedicine services and shall include documentation of the same in the individual's treatment record.
- (2) In situations in which more than one person is in attendance, to ensure confidentiality for each session, the vendor shall require that each person verify that he or she is the only person on that line and that no person who is not part of that treatment group is listening. Each participant will also enter into a confidentiality agreement before being allowed to participate in treatment by telephone.
- (3) To verify that services were performed, the vendor shall complete the Monthly Sign- In Log with all necessary information; however, the vendor shall print the defendant's/person under supervision's name within the signature field, and the comment section shall reflect the means in which the session was conducted (i.e. teleconference, video conference, internet).
- (4) For de-escalation, if an emotionally charged topic was discussed or the defendant/person under supervision appears emotionally agitated, the vendor shall follow up with additional contact later in the day to ensure that the defendant/person under supervision has successfully de-escalated. The vendor shall also remind the defendant/person under supervision to reach out to his or her social support system at any time.

e. **Case Staffing Conference**

The vendor shall participate in case staffing conferences:

- (1) Case staffing with the USPO/USPSO can be conducted in person, by telephone, or any other form of protected electronic communication. When applicable, the case staffing may include the vendor, the defendant/person under supervision, and the officer to clearly define expectations and clinical treatment goals. Communication with the officer should be driven by risk, needs, and responsivity specific to the defendant/person under supervision. Additionally, case staffing shall occur:
  - a. A minimum of every 30 days for PCRA high and moderate risk referrals
  - b. A minimum of every 30 days, regardless of risk level, for residential treatment placements
  - c. A minimum of every 90 days for all other clinical services referrals, and
  - d. As requested by the USPO/USPSO.
  
- (2) Case staffing should include, but is not limited to, the following:
  - a. The defendant's/person under supervision's motivation for treatment;
  - b. Appropriate type and frequency of treatment;
  - c. Treatment related goals that are specific, measurable, achievable, relevant and time-bound (SMART goals);
  - d. PCRA dynamic risk factors and elevated thinking styles (for USPO referrals);
  - e. Responsivity, cultural considerations for service delivery;
  - f. Non-compliance with supervision and/or treatment;
  - g. Community observation, collateral supports, officer delivered interventions.

**NOTE:** The price of case staffing conferences and consultations are included in the prices in Section B.

f. **Vendor Reports (Substance Use, Mental Health, and Sex Offense Specific Treatment Reports)**

The vendor shall submit to the USPO/USPSO, and maintain in the defendant's/person under supervision's file, the following:

- (1) A typed **Treatment Plan**, created with the defendant/person under supervision, is submitted at least every 90 days that outlines the following:
  - a. Treatment related goals that are specific, measurable, achievable, relevant and time-bound (SMART) goals,
  - b. Action steps for the defendant/person under supervision to accomplish the identified treatment goals, to include appropriate type and frequency of treatment;
  - c. The defendant's/person under supervision's supportive social networks

- (e.g. family, friends, peer support, co-workers, etc.),
- d. Medication management plan (when applicable),
- e. Collaboration and coordination for community-based services (when applicable),
- f. Skills to assist in managing known risk and symptoms,
- g. Adaptable skills for self-management,
- h. Recommendation/justification for continued treatment services, and
- i. Signed and dated by the vendor and defendant/person under supervision.

(2) A typed **Transitional Care Plan**, created with the defendant/person under supervision when possible, that is submitted at the conclusion of contract treatment services, but no later than 15 business days after treatment is terminated.

- a. The community is best served when the person under supervision remains drug free, employed, and invested in healthy relationships beyond the period of supervision. Transitioning is defined as the process of moving a person under supervision from contract treatment services to a community-based aftercare program that is managed by the person under supervision. Transitioning from treatment occurs throughout the treatment process to ensure that the person under supervision possesses the tools and community resources necessary to function under decreasing levels of supervision which is monitored by the officer.
- b. The typed transitional care plan shall outline the following:
  - 1) the reason for concluding contract treatment services, to include unsuccessful discharge and the reasons why unsuccessful,
  - 2) the defendant's/person under supervision's supportive social networks (e.g. family, friends, peer support, co-workers, etc.),
  - 3) medication management plan (when applicable),
  - 4) collaboration and coordination for community-based services (when applicable),
  - 5) acquired skills to assist in managing known risk and symptoms,
  - 6) adaptable skills for self-management,
  - 7) diagnosis and prognosis, and
  - 8) signed and dated by the vendor, and the defendant/person under supervision when possible.

g. **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 order of the federal court with jurisdiction, and
  - (i) a request by the United States Probation and/or Pretrial Services Offices, United States Attorney's Offices, or United States Parole Commission, or
  - (ii) in response to a subpoena.
- (2) Provide testimony including but not limited to a defendant's/person under supervision's: attendance record; drug test results; general adjustment to program rules; type and dosage of medication; response to treatment; test results; and treatment programs.
- (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 Judiciary.
- (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 U.S. Probation Officer or Chief U.S. Pretrial Services Officer.

**h. Emergency Services and Contact Procedures**

The vendor shall establish and post emergency (24 hours/ 7 days a week) contact procedures (i.e., crisis intervention, schedule changes, local hotlines, and/or situations requiring immediate attention), and provide for emergency services (e.g., after hours staff phone numbers, local hotlines), for times when counselors are not available.

**7. Notifying USPO/USPSO of Defendant/Person under Supervision Behavior**

The vendor shall:

- a. Notify the USPO/USPSO, or follow other notification protocol outlined by the CO, within 24 hours or as specified in writing by the CO of defendant/person under supervision behavior including but not limited to:
  - (1) Positive drug or alcohol test results.

- (2) Attempts to adulterate a urine specimen and/or compromise any drug detection methodology to determine illicit drug usage.
- (3) Attempts or offers of bribery.
- (4) Attempts at subterfuge and/or failure to produce a urine specimen for testing (i.e., stall; withholding a specimen or failure to produce a specimen of sufficient quantity for testing).
- (5) Failure to appear as directed for any service as authorized on the Probation Form 45, including but not limited to, drug testing (to include urine collection, alcohol test, and sweat patch), evaluation, assessment, counseling session, polygraph testing, medication appointments.
- (6) Failure to follow vendor staff direction.
- (7) Apparent failure to comply with conditions of supervision.
- (8) Any behavior that might increase the risk of the defendant/person under supervision to the community or any specific third party. Behaviors under this subsection shall be immediately reported to the USPO/USPSO and CO.

**Note:** Vendor shall report any information from any source regarding a defendant's/person under supervision's apparent failure to comply with conditions of supervision.

## 8. **Staff Requirements and Restrictions**

The vendor shall ensure that:

- a. After award, persons currently under pretrial services, probation, parole, mandatory release, or supervised release (federal, state or local) shall not perform services under this agreement nor have access to defendant/person under supervision files.
- b. After award, persons charged with or under investigation for a criminal offense shall not perform services under this agreement nor have access to defendant/person under supervision files unless approved in writing by the CO after consultation with PPSO and PMD.
- c. After award, persons convicted of any sexual offense (including but not limited to, child pornography offenses, child exploitation, sexual abuse, rape or sexual assault) or required under federal, state, or local law to register on the Sexual Offender registry shall not perform services under this agreement or contract nor



shall they have access to defendant/person under supervision files unless approved in writing by the CO after consultation with PPSO and PMD.

- d. After award, persons with any restrictions on their licenses, certifications or practice (or those who voluntarily agree to such a restriction) based on negotiations or proceedings with any licensing authority, or whose license has expired, shall not perform services under this agreement or contract nor shall they have access to defendant/person under supervision files unless approved in writing by the CO after consultation with PPSO and PMD.
- e. The vendors and its employees shall:
  - (1) Avoid compromising relationships with defendants/person under supervision and probation or pretrial services staff, and
  - (2) Not employ, contract with, or pay any defendant/person under supervision, defendant's/person under supervision's firm or business, or currently employed USPO/USPSO 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.
  - (4) Report to the USPO/USPSO any investigations, pending charges, arrests and/or convictions related to a criminal offense, any restrictions on staff licenses or certifications, whether imposed or voluntary, involving any staff performing services under this agreement within 48 hours of obtaining knowledge.
- f. Within three business days, the vendor shall notify the CO in writing of any staff changes. For any new staff, the vendor shall submit an Offeror's Staff Qualifications form (Section L - Attachment C) for each new staff member added under the agreement.
- g. Failure to comply with the above terms and conditions could result in termination of this agreement.

9. **Facility Requirements:**

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

Should a vendor and/or subcontractor choose to relocate a facility within the catchment area, the vendor shall provide the CO written notification no less than 30 days prior to relocation and include the facility address. For any relocation, the vendor must provide a copy of Attachment B, certifying compliance with the requirements as listed in paragraphs 2(c) and 2(d) of Section L. On site visits will be conducted to verify that the offeror's facility complies with the requirements of the RFP.

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

11. **Local Services**

**NOTE:** When an asterisk (\*) is indicated in Section B for a project code, the vendor shall comply with additional requirements as outlined below.

**SECTION D. PACKAGING AND MARKING**

NOT APPLICABLE

**SECTION E - INSPECTION AND ACCEPTANCE**

**E.1 Vendors Performance (Mandatory Requirement)**

The vendor and subcontractor shall:

- (a) Maintain a physical facility, within the identified catchment area, that meets all applicable federal, state and local regulations (e.g., building codes). In the event the physical facility does not provide adequate access for defendants/persons under supervision with physical disabilities (e.g. no elevator access to second floor office space, etc.), the vendor shall have access to an alternate facility/space within the identified catchment area that meets the requirements.
- (b) Not endanger the health and safety of employees, clients and the community.
- (c) Provide physical facilities that preserve both the integrity of the confidential relationship and the personal dignity of the client.

**E.2 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>

**The clauses listed below are applicable to Agreements and Contracts at any value.**

**Clause 2-5A Inspection of Products (APR 2013)**

**Clause 2-5B Inspection of Services (APR 2013)**

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 Provision of Services to Federal Defendants and Persons Under Supervision (Mandatory Requirements)**

- a. In an effort to protect the community by providing outpatient treatment services, the vendor shall have the capability to immediately place Federal defendants/persons under supervision in outpatient assessment/testing/evaluation/treatment or drug/alcohol testing without regard to any placement backlog or waiting lists.
- b. Recognizing the problems of limited bed space, vendors shall place referrals for residential placements in the first available bed space, recognizing priority placement above other referrals.
- c. The vendor shall not unilaterally refuse services to any defendant/person under supervision referred by the Government, except where the defendant/person under supervision poses an apparent danger to the vendor's staff or other clients. The vendor shall not refuse service without approval of the Government.
- d. Termination of defendants/persons under supervision from treatment or other authorized services, based upon a violation of the vendor's program rules and regulations shall not be made without the approval of the Government. When necessary, the vendor may take appropriate and immediate action to protect staff and clients.
- e. The contractor shall not tell defendants/persons under supervision to misrepresent or withhold information regarding the treatment provider or the treatment services received in response to questions posed by the USPO/USPSO or other government or law enforcement agencies authorized to make such inquiries.

**F.2** The vendor shall perform and comply with the mandatory requirements set forth in Sections C, E, F, and G of this contract or agreement. A vendor's noncompliance or failure to do so shall be the basis for termination of the contract or agreement.

**SECTION G - AGREEMENT ADMINISTRATION DATA****G.1 Contact Point for Assistance**

- a. Contact the person listed in block 7 on the form **Solicitation/Offer/Acceptance**, in Section A, p. 1 of the Request for Proposals (RFP).

**G.2 Fiscal Records (Mandatory Requirement)**

The vendor shall:

- a. Maintain its fiscal records according to generally accepted accounting principles.
- b. Keep and identify all financial records, that disclose the identity of any defendant/offender as **CONFIDENTIAL**.
- c. Keep all defendant/person under supervision records associated with the agreement for three (3) years after the final payment date under the agreement, for Government inspection and review, except that the vendor shall keep defendant/offender records relating to litigation or settlement of claims arising out of the performance of this agreement, until final disposition of such appeals, litigation, or claims. Note: this requirement is not in lieu of the vendor following other local/state/federal record retention requirements.

**G.3. Invoices (Mandatory Requirement)**

The vendor shall:

- a. Submit an original copy of the invoice to the address listed in block 7 of the **Solicitation/Offer/Acceptance** in SECTION A, p.1 of the RFP. Additionally, the **Monthly Sign In Log, Drug Testing Logs**, and documentation of any vendor related travel (if applicable) shall be submitted to the USPO/USPSO.
- b. Submit invoices monthly to arrive no later than the tenth (10th) day of the month for services provided during the preceding month.
- c. Use the Administrative Office invoice (Parts A and B), or a probation office local invoice form, approved by the Administrative Office, indicating:
  - (1) Individual defendant/person under supervision names and identifying numbers, and
  - (2) Charges for each service, identified by its project code, as described in **SECTION C - STATEMENT OF WORK**, of this document.

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

- d. Submit with the invoice a certification by an authorized official of the vendor that

the invoice, said signature can be electronic or physical:

- (1) Is correct and accurate to the best of his/her knowledge, and
  - (2) Includes only charges for services actually provided to defendants/persons under supervision.
- e. The vendor shall submit separate invoices for services provided to U.S. Pretrial Services defendants and services provided to U.S. Probation Office persons under supervision.
- f. The vendor may include the "No-Show" factor in the unit price charged for the following services. The vendor shall not include a charge for a "No-Show" as a separate item.

1010	4010	6000	6030
1011	4020	6010	6032
2000	5010	6012	6036
2010	5011	6015	6050
2011	5012	6016	6051
2020	5020	6020	6090
2022	5021	6021	6091
2030	5022	6022	7013
2030	5023	6026	7023
2090	5025	6027	9021
	5030	6028	

**Note:** A "No-Show" occurs when a defendant/person under supervision does not show (and does not cancel with at least 24 hours advance notice) for a prescheduled service provided customarily by a physician or other professional staff member.

- g. The vendor shall charge for a session longer or shorter than the prescribed unit time (when the unit price is based on a prescribed unit of time) by adjusting the charge up or down in fifteen minute increments. If circumstances necessitate adjustment of the charge based on the example below in section (i), the vendor shall contact the Government for approval. Sessions lasting less than 16 minutes shall be treated as a "no show" for the purposes of billing.
- h. The vendor shall include on the monthly invoice the item number and the fractional part of the session for which the vendor is billing the Government.

i. **Example:**

Assume that the rate of service is \$10.00 per half hour.

Time Spent (in minutes)	Charge
0 - 15	\$ 0.00
16 - 30	\$10.00
31 - 45	\$15.00
46 - 60	\$20.00
61-75	\$25.00
76-90	\$30.00

- j. The vendor shall include the cost of written reports and conferences with the USPO/USPSO in the prices for defendant/person under supervision services unless the Probation Form 45 authorizes them as part of a specific service (e.g., Intake Assessment and Report (2011), Psychological Evaluation and Report (5010)).
- k. The vendor shall include the cost of telephone contacts, e-mails, texting, etc. with defendants/persons under supervision in the unit price for the services and shall not bill separately for these contacts.
- l. For project codes 1010, 1011, and 1012, that are untestable in accordance with the no-test policy or failure to follow the required collection guidelines, the vendor shall not invoice the district. The USPO/USPSO will provide notification to the vendor of untestable specimens.

**G.4 Reimbursements or Copayments (Mandatory Requirement)**

- a. The vendor shall not request or accept payment either directly or indirectly from the defendant/person under supervision for services under this agreement unless the USPO/USPSO authorizes in writing partial or total payment by the defendant/person under supervision for prescheduled individual services customarily provided by a physician or professional staff member.
- (1) The USPO/USPSO shall evaluate the defendant's/person under supervision's financial status (e.g., employment) before authorizing defendant's/person under supervision's payments to the vendor and shall notify the defendant/person under supervision and vendor of the authorized defendant/person under supervision required payments in the Probation Form 45.
- b. The vendor shall not submit invoices to the Government for services under this agreement where the vendor already has submitted invoices or received payment for the same services from other sources. Note: if the vendor submitted invoices and received payment for the same services from other sources, the vendor is not authorized to collect an administrative fee for receipt of payment.
- c. If the vendor has received any payments from insurance programs or other sources (e.g., state or local public assistance programs) for services for which the vendor has received payment from the Government under this agreement, the vendor shall reimburse the Government for these services.



- (1) The USPO/USPSO may order reimbursement in the form of deductions from subsequent invoices according to USPO/USPSO instruction and the terms and conditions of this solicitation document.
- (2) According to 18 USC 3672, the vendor may be required to reimburse the Director of the Administrative Office of the U. S. Courts in lieu of deducting payments from subsequent invoices.
- (3) The vendor shall not accept reimbursement or co-payment for services in an amount that exceeds the amount authorized in the contract/agreement with the Government.

**SECTION H - SPECIAL AGREEMENT REQUIREMENTS****H.1 Clause 7-25, Indemnification (AUG 2004)**

- (a) The contractor assumes full responsibility for and shall indemnify the judiciary against any and all losses or damage of whatsoever kind and nature to any and all judiciary property, including any equipment, products, accessories, or parts furnished, while in its custody and care for storage, repairs, or service to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the contractor, any subcontractor, or any employee, agent or representative of the contractor or subcontractor.
- (b) If due to the fault, negligent acts (whether of commission or omission) and/or dishonesty of the contractor or its employees, any judiciary-owned or controlled property is lost or damaged as a result of the contractor's performance of this contract, the contractor shall be responsible to the judiciary for such loss or damage, and the judiciary, at its option, may, in lieu of requiring reimbursement therefor, require the contractor to replace at its own expense, all property lost or damaged.
- (c) *Hold Harmless and Indemnification Agreement* The contractor shall save and hold harmless and indemnify the judiciary against any and all liability claims and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work under the terms of this contract, resulting in whole or in part from the acts or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or subcontractor.
- (d) The contractor shall indemnify and hold the judiciary, its employees, and others acting on its behalf harmless against any and all loss, liability, or damage arising out of the negligence, failure to act, fraud, embezzlement, or other misconduct by the contractor, its employees, subcontractors, agents, or representatives of the contractor or subcontractor.
- (e) *Judiciary's Right of Recovery* Nothing in the above paragraphs will be considered to preclude the judiciary from receiving the benefits of any insurance/bonds the contractor may carry which provides for the indemnification of any loss or destruction of, or damages to, property in the custody and care of the contractor where such loss, destruction or damage is to judiciary property. The contractor shall do nothing to prejudice the judiciary's right to recover against third parties for any loss, destruction of, or damage to, judiciary property, and upon the request of the contracting officer will, at the judiciary's expense, furnish to the judiciary all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the judiciary) in obtaining recovery.

- (f) *Judiciary Liability* The judiciary will not be liable for any injury to the contractor's personnel or damage to the contractor's property unless such injury or damage is due to negligence on the part of the judiciary and is recoverable under the Federal Torts Claims Act, or pursuant to other statutory authority applicable to the judiciary.

## H.2 DRUG-FREE WORKPLACE - JAN 2003

- (a) Definitions. As used in this clause,

**"Controlled Substance"** means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

**"Conviction"** means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

**"Criminal drug statute"** means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

**"Drug-free workplace"** means a site for the performance of work done in connection with a specific contract at which the employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

**"Employee"** means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly Engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

**"Individual"** means an offeror/contractor that has no more than one employee including the offeror/contractor.

- (b) The Contractor, if other than an individual, shall--within 30 calendar days after award (unless a longer period is agreed to in writing for contracts of 30 calendar days or more performance duration), or as soon as possible for contracts of less than 30 calendar days performance duration--
- (1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - (2) Establish an ongoing drug-free awareness program to inform such employees about-
    - (i) The dangers of drug abuse in the workplace;
    - (ii) The Contractor's policy of maintaining a drug-free workplace;

- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees from drug abuse violations occurring in the workplace;
  - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
  - (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause, that as a condition of continued employment on the contract resulting from this solicitation, the employee will-
    - (i) Abide by the terms of the statement; and
    - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction;
  - (5) Notify the contracting officer within ten (10) days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
  - (6) Within 30 days after receiving notice under subparagraph (a)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
    - (i) Taking appropriate personnel action against such employee, up to and including termination; or
    - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
  - (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from the contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) and (c) of this clause may, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension of debarment.

### **H.3 Government Furnished Property - (JAN 2003)**

No material, labor, or facilities will be furnished by the Government unless otherwise provided for in this solicitation.

The Chief Probation Officer or Chief Pretrial Services Officer may furnish Government-owned telephone answering equipment, fax machines, and/or onsite drug-detection devices called non-instrumented drug tests to a contractor if such equipment will improve the frequency of urine collection in the district. The equipment shall be used only for a random urine collection program.

**SECTION I - REQUIRED CLAUSES****I.1 Clause 7-30, Public Use of the Name of the Federal Judiciary - (JUN 2014)**

- (a) The contractor shall not refer to the judiciary, or to any court or other organizational entities existing thereunder (hereinafter referred to as "the judiciary"), in advertising, news releases, brochures, catalogs, television and radio advertising, letters of reference, web sites, or any other media used generally by the vendor in its commercial marketing initiatives, in such a way that it represents or implies that the judiciary prefers or endorses the products or services offered by the contractor. This provision will not be construed as limiting the contractor's ability to refer to the judiciary as one of its customers when providing past performance information as part of a proposal submission, as opposed to general public marketing.
- (b) No public release of information pertaining to this contract will be made without prior judiciary written approval, as appropriate, and then only with written approval of the contracting officer.

**I.2 Subcontracting**

Services that the vendor proposes to refer to other service providers shall be considered subcontracting. The vendor (prime contractor) may subcontract the provision of treatment services to other service providers (subcontractors). After award, any proposed subcontractor arrangements or changes to the existing subcontractor arrangements are subject to the Contracting Officer's approval, and shall be submitted in writing to the Contracting Officer at least 30 days in advance of the proposed subcontracting arrangement or change. The Contracting Officer will respond promptly with written approval or disapproval. The prime contractor shall not refer defendants/offenders to any other vendor that has not been approved by the Contracting Officer in writing. The government reserves the right to revoke approval of any subcontractor at any time that does not meet the requirements of this contract/agreement.

The prime contractor is responsible to the judiciary for overall performance of the services required under this contract/agreement. If any services are subcontracted, the prime contractor shall ensure that the subcontractor is complying with the requirements of this contract/agreement, including the qualifications of any personnel providing services; the possession and maintenance of all appropriate state and local licenses in compliance with state and local regulations; and the appropriate documentation demonstrating compliance with all federal, state and local fire, safety and health codes. The prime contractor shall ensure that subcontractors are not debarred, suspended, or ineligible to perform under federal contracts.

A subcontractor has no contractual rights, known as privity of contract, against the judiciary. However, the subcontractor may have rights against the prime contractor.

Upon contract termination, the contractor must, except as otherwise directed by the CO, terminate all subcontracts to the extent that they relate to performance of the work terminated.

**I.3. Clause 2-90D, Option to Extend the Term of the Contract - (APR 2013)**

- (a) The judiciary may extend the term of this contract by written notice to the contractor no later than 30 calendar days prior to the contract's expiration date; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the judiciary to an extension.
- (b) If the judiciary exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

**I.4 Clause 2-90C, Option to Extend Services - (APR 2013)**

The judiciary may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The contracting officer may exercise the option by written notice to the contractor no later than 30 calendar days prior to contract's current expiration date.

**I.5 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>

**The clauses listed below are applicable to Agreements and Contracts at any value.**

Clause 1-15	Disclosure of Contractor Information to the Public	AUG 2004
Clause 3-25	Protecting the Judiciary's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2014
Clause 3-160	Service Contract Act of 1965, As amended	JUN 2012
Clause 3-205	Protest After Award	JAN 2003
Clause 3-210	Protests	JUN 2014
Clause 3-300	Registration in the System for Award Management The Offeror shall register in the System for Award Management ( <a href="http://www.sam.gov">www.sam.gov</a> ) at the time an offer is submitted. Note: if awarded, the Offeror shall maintain registration in <a href="http://www.sam.gov">www.sam.gov</a> . Failure to do so could result in delay in payments.	APR 2013

Clause 7-35	Disclosure or Use of Information	APR 2013
Clause 7-70	Judiciary Property Furnished "As Is"	APR 2013
Clause 7-85	Examination of Records	JAN 2003
Clause 7-115	Availability of Funds	JAN 2003
Clause 7-135	Payments	APR 2013
Clause 7-140	Discounts for Prompt Payment	JAN 2003
Clause 7-150	Extras	JAN 2003
Clause 7-175	Assignment of Claims	JAN 2003
Clause 7-185	Changes	APR 2013
Clause 7-215	Notification of Ownership Changes	JAN 2003
Clause 7-223	Termination for the Convenience of the Judiciary (Short Form)	AUG 2004
Clause 7-230	Termination for Default (Fixed Price -	JAN 2003
Clause 7-235	Disputes	JAN 2003

**IN ADDITION TO THE CLAUSES LISTED ABOVE, IF THIS AGREEMENT IS IN EXCESS OF \$100,000, THE CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING CLAUSE, INCORPORATED BY REFERENCE.**

Clause 1-5	Conflict of Interest	
Clause 1-10	Gratuities or Gifts	JAN 2010
Clause 3-35	Covenant Against Contingent Fees	
Clause 3-40	Restrictions on Subcontractor Sales to the Government	
Clause 3-45	Anti-Kickback Procedures	
Clause 3-50	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	
Clause 3-55	Price or Fee Adjustment for Illegal or Improper Activity	
Clause 3-105	Audit and Records	
Clause 3-120	Order of Precedence	



Clause 7-20	Security Requirements
Clause 7-25	Indemnification
Clause 7-100B	Limitation of Liability (Services)
Clause 7-110	Bankruptcy
Clause 7-130	Interest (Prompt Payment)
Clause 7-210	Payment of Emergency Closures
Clause 7-215	Notification of Ownership Changes

## **SECTION J - LIST OF ATTACHMENTS**

J.1 SAMPLE PROGRAM PLAN (PROBATION FORM 45)

J.2 MONTHLY SIGN IN LOG

J.3 AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION  
(PROBATION FORMS 11B, 11E, and 11I; and PSA FORMS 6B, and 6D)

J.4 INVOICE

J.5 TESTING LOGS (URINALYSIS, SWEAT PATCH, BREATHALYZER)

J.6 DEPARTMENT OF LABOR WAGE DETERMINATION  
(As required by the Service Contract Act, when applicable.)

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**


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 Officer:

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 Referral Agent:

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 Client:





**UNITED STATES PROBATION SYSTEM  
AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION  
SUBSTANCE USE DISORDER PROGRAMS**

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

hereby authorize \_\_\_\_\_ to release confidential  
(Name of Program)  
information in its records, possession, or knowledge, of whatever nature may now exist or come to exist to the United  
States Probation Office of the \_\_\_\_\_ District of \_\_\_\_\_.  
(Name of Court) (State)

The confidential information to be released will include: date of entrance to program; attendance records; urine testing results; type, frequency and effectiveness of therapy (including psychotherapy notes); general adjustment to program rules; type and dosage of medication; response to treatment; test results (psychological, vocational, etc.); date of and reason for withdrawal from program; and prognosis.

The information which I now authorize for release is to be used in connection with my participation in the  
aforementioned program which has been made a condition of my \_\_\_\_\_  
(pretrial release, post-trial release, probation, or parole).

I understand that the probation office may use the information hereby obtained only in connection with its  
official duties, including total or partial disclosure of such, to the District Court and/or United States Parole  
Commission when necessary for the purpose of discharging its supervisory duties over me.

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.

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 post-  
conviction supervision.

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

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

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

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

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

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

**UNITED STATES PROBATION SYSTEM  
AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION  
SUBSTANCE USE AND MENTAL HEALTH TREATMENT PROGRAMS**

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

hereby authorize \_\_\_\_\_ to release confidential  
(Name of Program)  
information in its records, possession, or knowledge of whatever nature may now exist or come to exist to the United States Probation Office of the \_\_\_\_\_ District of \_\_\_\_\_.  
(Name of Court) (State)

The confidential information to be released will include: date of entrance to program; attendance records; urine testing results; type, frequency and effectiveness of therapy (including psychotherapy notes); general adjustment to program rules; type and dosage of medication; response to treatment; test results (psychological, vocational, etc.); psychotherapy notes; date of and reason for withdrawal from program; and prognosis.

The information which I now authorize for release is to be used in connection with the preparation of a court-ordered report.

I understand that the probation office may use the information hereby obtained only in connection with its official duties, including total or partial disclosure of such, to the District Court.

I understand that this authorization is valid until I have been sentenced and my sentence is final, 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.

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 the completion of the presentence investigation will be reported to the court.

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

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

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

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

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

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

**UNITED STATES PROBATION 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 Probation 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 (including psychotherapy notes); 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, clinical polygraphs); 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 post-conviction supervision (including probation, parole, mandatory release, supervised release, or conditional release), and may be used by the probation officer for the purpose of keeping the probation 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.

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 post-conviction supervision.

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

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

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

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

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

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



**AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION**  
*(DRUG OR ALCOHOL ABUSE PROGRAMS)*

I, \_\_\_\_\_, the undersigned,  
(Name of Client)  
hereby authorize \_\_\_\_\_ to release confidential  
(Name of Program)  
information in its records, possession, or knowledge, of whatever nature may now exist or come to exist to the United  
States Pretrial Services or Probation Office for the \_\_\_\_\_ District of \_\_\_\_\_.  
(Name of Court) (State)

The confidential information to be released will include: date of entrance to program; attendance records; urine testing results; type, frequency and effectiveness of therapy (including psychotherapy notes); general adjustment to program rules; type and dosage of medication; response to treatment; test results (psychological, vocational, etc.); date of and reason for withdrawal from program; and prognosis.

The information which I now authorize for release is to be used in connection with my participation in the aforementioned program which has been made a condition of my pretrial release.

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.

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)

**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)

Date \_\_\_\_\_

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

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

**(PART A)**

- |   |   |
|---|---|
| <p>1. Judicial District _____</p> <p>2. Vendor _____</p> <p style="padding-left: 20px;">a. Address: _____</p> <p style="padding-left: 20px;">_____</p> <p style="padding-left: 20px;">_____</p> <p style="padding-left: 20px;">b. Telephone: _____</p> <p style="padding-left: 20px;">_____</p> | <p>3. P.O./B.P.A.# _____</p> <p>4. Service Delivery: From _____ To _____</p> <p>5. Total # of Individuals Served: _____</p> |
|---|---|

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

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

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

Date \_\_\_\_\_

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

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

**(PART B)**

Subtotal all costs for each client listed below:

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



**BREATHALYZER LOG**  
COMPLETE ONE FORM PER CLIENT PER MONTH

Client Name \_\_\_\_\_ PACTS # \_\_\_\_\_ Month/Year \_\_\_\_\_

Date	Client's Signature/Initials	Collector's Initials	Reason Tested	Test Results	Refusal

Comments (please note any unusual occurrences):

## SWEAT PATCH TESTING LOG

COMPLETE ONE FORM PER CLIENT PER MONTH - to be used for project code 1012  
 COMPLETE THE FIRST FIVE COLUMNS UPON APPLICATION, AND THE LAST FOUR UPON REMOVAL (bill only upon removal)

**Client Name** \_\_\_\_\_ **PACTS #** \_\_\_\_\_ **Month/Year** \_\_\_\_\_

Application Date	Client's Signature/Initials	Chain of Custody Bar Code Number	Medications Taken	Collector's Initials	Removal Date	Client's Initials	Collector's Initials	Test Results/Date	Co-Pay Collected

<b>Comments (please note any unusual occurrences):</b>





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

**K.1 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: \_\_\_\_\_  
 Email: \_\_\_\_\_

**K.2 Provision 3-5, Taxpayer Identification and Other Offeror Information - (APR 2011)**

(a) Definitions.

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

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

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

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

TIN has been applied for.

TIN is not required, because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the federal government.

(e) Type of Organization:

- sole proprietorship;
- partnership;
- corporate entity (not tax-exempt);
- corporate entity (tax-exempt);
- government entity (federal, state or local);
- foreign government;
- international organization per [26 CFR 1.6049-4](#);
- other

(f) Contractor representations.

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

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

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

### **L.1. GENERAL INSTRUCTIONS FOR PROPOSALS**

#### **A. Request for Proposals**

This Request for Proposal consists of Sections A through M.

#### **Section A - Solicitation/Offer/Acceptance Form, AO 367**

In Section A, page 1 is the **Solicitation/Offer/Acceptance**. The Offeror must fill out the following blocks on the form:

- (1) Block 8, as instructed on the form.
- (2) Block 10, acknowledgment of amendments.
- (3) Block 11, name and address of Offeror.
- (4) Block 12, telephone number.
- (5) Block 13, name and title of person authorized to sign the offer.
- (6) Block 14, signature of Offeror (this shall be signed by a representative authorized to commit the Offeror to contractual obligations. Signature can be electronic or physical.).
- (7) Block 15, date signed.

#### **Section B - 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.

##### **(3) Acceptable Responses**

###### **(a) Unit Price**

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

###### **(b) "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 Section B.

(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 defendant/person under supervision does not appear for a prescheduled service, and the defendant/person under supervision fails to cancel the appointment at least 24 hours in advance. Offerors may factor the price of defendant/person under supervision "No Shows" for prescheduled appointments into the unit prices for the project codes listed in G.3, as this is not an otherwise billable service.

(4) **Estimated Monthly Quantity**

The figures provided in the Estimated Monthly Quantity column of Section B are estimates of the frequency that the services will be required. Estimated Monthly Quantities are based on the specific unit indicated within the project code. (For example, if one unit is equal to thirty minutes at a unit rate of \$10, but the service provided is ninety minutes, that would equate to three units of the service for a total cost of \$30. Within Section B, the Offeror shall include the pricing based on the unit indicated). *These figures are estimates only and the government is not bound to meet these estimates.* Note that if the government awards to multiple Offerors, the Estimated Monthly Quantities would be spread amongst the multiple Offerors; however, the government is not required to award to multiple Offerors, even if indicated in Section B. An Offeror should be prepared to provide the full amount of Estimated Monthly Quantities reflected. If the Offeror is unable to provide the full amount of Estimated Monthly Quantities, the Offeror must expressly state this within its proposal and provide the reasoning behind it, as well as indicate the volume of services the Offeror would be capable of providing.

**Proposal Submission**

Proposals are due by the Date and Time specified in Section A Block 6 of the Solicitation/Offer/Acceptance. *Proposals shall be e-mailed to the person designated in Block 4 and 5 of Section A, Solicitation/Offer/Acceptance.* All e-mail submissions must reference in the subject line, the Solicitation # indicated in Section A, Block 1 of the Solicitation/Offer/Acceptance. Hard copies will not be accepted, unless otherwise noted. It is the responsibility of the offeror to confirm the government's receipt of the proposal.

By submission of a signed proposal (including the submission of the Certification of Compliance (Attachment A) described below), the Offeror is agreeing to comply with all requirements, terms, and conditions of this solicitation and any resultant agreement or

contract. **Note: The Offeror is not required to submit solicitation sections C, D, E, F, G, H, I, and J as part of its proposal.**

### **Section I – Required Clauses**

The Offeror shall register in the System for Award Management ([www.sam.gov](http://www.sam.gov)) at the time an offer is submitted. Note: if awarded, the Offeror shall maintain registration in [www.sam.gov](http://www.sam.gov). Failure to do so could result in delay in payments.

### **Section K - Representations, Certifications, and Other Statements of Offeror**

The Offeror must check or complete all applicable boxes or blocks in the paragraphs under Section K of the Solicitation Document and resubmit the full section as that of the Proposal.

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

#### **Preparation of Certification of Compliance Statement (Attachment A)**

1. Each Offeror shall prepare and submit as part of its offer a **CERTIFICATION OF COMPLIANCE STATEMENT** in which the Offeror certifies that it will provide the mandatory requirements stated in Sections C, E, F and G and comply with terms and conditions of the RFP. If the Offeror is proposing subcontractor(s) to perform any services, the Offeror shall identify the proposed subcontractor(s) and submit a *certification statement for each subcontractor* that certifies that they will provide services in compliance with the requirements of the RFP.

#### **Preparation of Background Disclosure (Attachment B)**

1. Each Offeror shall prepare and submit as part of its offer a **BACKGROUND DISCLOSURE** addressing the requirements in paragraphs 2.a. through d below. (See Attachment B). The Offeror shall identify and clearly label all required documents included in the submitted proposal. If the Offeror is proposing any subcontractors to perform services, the Offeror also shall comply with the requirements in paragraphs 2 a. through d pertaining to each proposed subcontractor.
2. In the **BACKGROUND DISCLOSURE** the Offeror shall:
  - a. provide copies of all monitoring reports/compliance audits for the previous 24 months from all federal, state and local agencies *for similar services provided within the catchment area(s) identified*.  
Offerors who are currently awarded an agreement with the USPO/USPSO conducting the solicitation are not required to provide copies of USPO/USPSO monitoring reports but shall provide copies of all monitoring reports for the previous 24 months

from other federal, state, and local agencies for similar services provided within the catchment area(s) solicited.

If the Offeror is not able to provide copies of monitoring reports, compliance audits, or other certification of compliance due to no such documents existing, being a private practice, or other documented reasons, the Offeror must expressly state so in its proposal for this area.

To be considered technically acceptable, an Offeror must have received ratings of satisfactory or higher (or have remedied any unsatisfactory rating and provided documentation of same) or have expressly stated in its proposals that it does not have monitoring reports or other certification/letters of compliance. Monitoring reports for proposed subcontractors are not required.

- b. specifically identify each performance site at which the Offeror and ~~any~~ all proposed subcontractors intend to provide services in response to this solicitation. Offeror and subcontractor sites shall be located within the solicitation's identified catchment area and shall be operational sites at the time of the RFP submission. Onsite evaluations will be individually performed at Offeror and subcontractor sites.
  - c. maintain compliance with all applicable business and/or operating licenses as required by state and local laws and regulations. The Offeror is responsible for ensuring that proposed subcontractors have all applicable business and/or operating licenses as required by state and local laws and regulations.
  - d. maintain compliance with all federal, state and local fire, safety and health codes. 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.
3. By submitting the **BACKGROUND DISCLOSURE** the Offeror warrants that all information contained therein is correct and accurately reflects the Offeror's ability to perform.

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

The Offeror shall prepare and submit the **OFFEROR'S STAFF QUALIFICATION FORM** (see Attachment C) for all staff providing direct delivery of services under any resultant contract. The Offeror shall include the name, services that will be performed specified by numeric project code, education, relevant experience, and current licenses/credentials.–

Note: the Offeror is not required to provide documentation of the education, credentials, licenses, and certification of staff members; however, the Offeror shall verify the information is accurate and that any required licenses are current.

In addition, the Offeror shall certify that no proposed staff members are under investigation for or charged with a criminal offense and/or under pretrial, probation, parole, mandatory release or supervised release (federal, state, or local).

The Offeror shall also certify that no proposed staff members have been convicted of any sexual offense (including but not limited to child pornography offenses, child exploitation, sexual abuse, rape, or sexual assault) or are required under federal, state or local law to register on the Sexual Offender registry. Attachment C shall also be prepared for all proposed subcontractor staff performing services.

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

The Offeror shall provide three references (Federal, State, or local government agencies and/or private organizations), using Attachment D, for whom the Offeror has provided the same or similar type of treatment and other services identified in this RFP within the past 3 years. Offerors who are currently awarded an agreement with the USPO/USPSO are not required to provide references. Note: references should not include current USPO/USPSO employees, or other U.S. Courts employees. Provide the name, agency and title, phone number and e-mail address for the contact person. It is the responsibility of the Offeror to notify references the government reserves the right to contact any reference and consider the information provided as part of its responsibility determination.

### **Sections L - Instructions, Conditions and Notices to Offerors, and M - Evaluation Criteria**

Sections K, L and M contain information and instructions and do not become part of any resultant agreement.

#### **L.2 Provision 3-100, Instructions to Offerors - (APR 2013)**

- (a) *Definitions* As used in this provision:  
"Discussions" are negotiations that occur after establishment of the competitive range that may, at the contracting officer's discretion, result in the Offeror being allowed to revise its offer.  
In writing, "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and

stored information.

"Offer modification" is a change made to an offer before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Offer revision" is a change to an offer made after the solicitation closing date, at the request of or as allowed by a contracting officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period will include the next working day.

- (b) *Amendments to solicitations* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s). An Offeror's failure to acknowledge amendments affecting price, quantity, quality or delivery may result in the Offeror's proposal being determined unacceptable where award is made without discussions.
- (c) *Submission, modification, revision, and withdrawal of offers*
  - (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, offers and modifications to offers shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the Offeror. Offerors using commercial carriers shall ensure that the offer is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.
  - (2) The first page of the offer shall show:
    - (i) the solicitation number;
    - (ii) the name, address, and telephone and facsimile numbers of the Offeror (and electronic address if available);
    - (iii) a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
    - (iv) names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the judiciary in connection with this solicitation; and
    - (v) name, title, and signature of person authorized to sign the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
  - (3) *Submission, modification, revision, and withdrawal of offers*
    - (i) Offerors are responsible for submitting offers, and any modifications or revisions, so as to reach the judiciary office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated judiciary office on the date that offer or revision is due.



- (ii) (A) Any offer, modification, or revision received at the judiciary office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the contracting officer determines it's in the judiciary's best interest, the contracting officer determines that accepting the late offer would not unduly delay the procurement, and:
      - (1) if it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the judiciary infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
      - (2) there is acceptable evidence to establish that it was received at the judiciary installation designated for receipt of offers and was under the judiciary's control prior to the time set for receipt of offers; or
      - (3) it is the only offer received.
    - (ii) (B) However, a late modification of an otherwise successful offer that makes its terms more favorable to the judiciary, will be considered at any time it is received and may be accepted.
  - (iii) Acceptable evidence to establish the time of receipt at the judiciary installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of judiciary personnel.
  - (iv) If an emergency or unanticipated event interrupts normal judiciary processes so that offers cannot be received at the office designated for receipt of offers by the exact time specified in the solicitation, and urgent judiciary requirements preclude amendment of the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal judiciary processes resume.
  - (v) Offers may be withdrawn by written notice received at any time before award. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before award, subject to the conditions specified in Provision 3-115, "Facsimile Offers." Offers may be withdrawn in person by an Offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award.
- (4) Offerors shall submit offers in response to this solicitation in English and in U.S. dollars.
  - (5) Offerors may submit modifications to their offers at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
  - (6) Offerors may submit revised offers only if requested or allowed by the contracting officer.

- (7) Offers may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the contracting officer.
- (d) *Offer expiration date* Offers in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the Offeror).
- (e) *Restriction on disclosure and use of data* Offerors that include in their offers data that they do not want disclosed to the public for any purpose, or used by the judiciary except for evaluation purposes, shall:

- (1) mark the title page with the following legend:

This offer includes data that shall not be disclosed outside the judiciary and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this offer. If, however, a contract is awarded to this Offeror as a result of-or in connection with-the submission of this data, the judiciary shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the judiciary's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

- (2) mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this offer.

- (f) *Contract award*

- (1) The judiciary intends to award a contract or contracts resulting from this solicitation to the responsible Offeror(s) whose offer(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The judiciary may reject any or all offers if such action is in the judiciary's interest.
- (3) The judiciary may waive informalities and minor irregularities in offers received.
- (4) The judiciary intends to evaluate offers and award a contract without discussions with Offerors (except clarifications). Therefore, the offeror's initial offer shall contain the Offeror's best terms from a price or price and technical standpoint. The judiciary reserves the right to conduct discussions if the contracting officer later determines them to be necessary. If the contracting officer determines that the number of offers that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the contracting officer may limit the number of offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers.
- (5) The judiciary reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit price or prices offered, unless the Offeror specifies otherwise in the offer.

- (6) The judiciary reserves the right to make multiple awards if, after considering the additional administrative prices, it is in the judiciary's best interest to do so.
- (7) Exchanges with Offerors after receipt of an offer do not constitute a rejection or counteroffer by the judiciary.
- (8) The judiciary may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of price or price analysis techniques. An offer may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the judiciary.
- (9) If a price realism analysis is performed, price realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of offer mailed or otherwise furnished to the successful Offeror within the time specified in the offer shall result in a binding contract without further action by either party.
- (11) The judiciary may disclose the following information in post-award debriefings to other Offerors:
  - (i) the Overall evaluated price or price and technical rating of the successful Offeror;
  - (ii) the overall ranking of all Offerors, when any ranking was developed by the judiciary during source selection;
  - (iii) a summary of the rationale for award; and
  - (iv) for procurements of commercial items, the make and model of the item to be delivered by the successful Offeror.

**OFFEROR'S CERTIFICATION OF COMPLIANCE STATEMENT**

As required in Section L.1 , Preparation of Certification of Compliance Statement, the Offeror shall complete the certification below, as well as a certification for each proposed subcontractor.

I hereby certify that as the Offeror, I will provide the mandatory requirements stated in Sections C, E, F and G and all services in strict compliance with requirements, terms, and conditions of the RFP. I understand that failure to perform in accordance with any of the requirements, terms, and/or conditions may result in suspension or discontinuation of referrals or termination of the contract/BPA.

I hereby certify that \_\_\_\_\_ (Name of Subcontractor, if applicable) will provide the mandatory requirements stated in Sections C, E, F and G and all services in strict compliance with requirements, terms, and conditions of the RFP. I understand that failure to perform in accordance with any of the requirements, terms, and/or conditions may result in suspension or discontinuation of referrals or termination of the contract/BPA.

PRINTED NAME OF OFFEROR : \_\_\_\_\_

SIGNATURE OF OFFEROR : \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**OFFEROR'S BACKGROUND DISCLOSURE**

As required in Section L.1, Preparation of the Background Disclosure, the Offeror shall complete and sign the Background Disclosure below (attach pages as needed labeled as subsets of this Attachment number).

Attach monitoring reports as referenced in 2(a), if applicable.

List below the full address(es) of each performance site where services will be provided (as well as all performance sites a subcontractor will utilize) and, if utilizing multiple performance sites, specify which project codes or services will be provided at each site:

**CERTIFICATIONS**

By signing below, I certify that all information provided in the BACKGROUND DISCLOSURE is accurate, complete, and correct and that the offeror is in compliance with the requirements as listed in paragraphs 2(a) through 2(d)

PRINTED NAME OF OFFEROR : \_\_\_\_\_

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

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

**OFFEROR'S STAFF QUALIFICATIONS**

As required in Section L.1, 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 providing direct delivery of services under any resultant Agreement. The Offeror shall complete the certification section below.

**CERTIFICATIONS**

By signing below, I certify the following:

- 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).
- 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.
- Staff specified to provide services listed by project code have the required education, relevant experience and current licenses/credentials listed in Section C of the RFP.

PRINTED NAME OF OFFEROR : \_\_\_\_\_

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

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

Name	Services performed specified by Project Code for each staff person	Education	Relevant Experience	Current Licensure/Credentials

**OFFEROR'S REFERENCES**

As required in Section L.1, the new Offerors shall provide three (3) references below:

Reference #1

Name and Title:

Agency Name and Physical Address:

Phone Number:

Email Address:

Reference #2

Name and Title:

Agency Name and Physical Address:

Phone Number:

Email Address:

Reference #3

Name and Title:

Agency Name and Physical Address:

Phone Number:

Email Address:



**SECTION M - EVALUATION FACTORS FOR AWARD****M.1 Basis for Award**

Selection of vendors with whom the Probation/Pretrial Services Office will establish BPA's will be based on technical acceptability and the lowest price to the Government. If the solicitation document identifies that BPA's will be established with a specified number of vendors, the selection of technically acceptable vendors shall be based on price. For example, if a solicitation document identifies that 4 to 6 vendors are needed to provide services and 10 vendors are determined to be technically acceptable, awards will be made to no more than 6 of the lowest priced vendors.

**M.2 Evaluation of Proposals**

- a. To be acceptable and eligible for evaluation, proposals shall be prepared in accordance with the instructions given in Sections B and L of this solicitation document.
- b. By submission of a proposal, the offeror accepts all the terms and conditions of the RFP. Proposals that take exception to the terms and conditions will be determined technically unacceptable and the offeror will be so advised.
- c. Proposals will be evaluated to be considered Technically Acceptable using the following Pass/Fail Criteria. To determine that the offeror has met the following criteria, each proposal shall be evaluated to determine that every individual requirement has been met.

**M.3 Pass-Fail Criteria**

The following criteria address the offeror's ability to perform and comply with all the mandatory service requirements set forth in the Request for Proposals. Offerors who do not meet these requirements will be deemed to be technically unacceptable and will receive no further consideration. The offeror(s) will be so advised. Proposed subcontractor personnel qualifications and facilities will be evaluated and considered in the determination of the offeror's technical acceptability. The review of the criteria shall be based on the Offeror's Technical Proposal, which contains the Offeror's Certification of Compliance, Offeror's Background, and the Offeror's Staff Qualifications. Each of these shall demonstrate how the offeror will perform/meet the requirements of the RFP.

**SECTION A – SOLICITATION / OFFER / ACCEPTANCE FORM (AO 367)**

Offeror completed Blocks 8, 10, 11, 12, 13, 14 and 15 of the Solicitation/Offer/Acceptance Form (AO 367)

YES or NO

Proposal was electronically (unless otherwise noted) submitted within the designated date/time indicated in Section A

YES or NO

**SECTION B – SUBMISSION OF PRICES**

Offeror provided a response to every requested service item.

YES or NO

**SECTION I – REQUIRED CLAUSES**

The Offeror has registered in the System for Award Management ([www.sam.gov](http://www.sam.gov))? Must be completed prior to award.

YES or NO

**SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS**

Offeror checked or completed all applicable boxes or blocks in the paragraphs under Section K of the Solicitation Document and resubmitted the full section with the Proposal. (Required, but not used in determining technical acceptability).

YES or NO

**SECTION L – CERTIFICATION OF COMPLIANCE STATEMENT**

Offeror signed and submitted Attachment A, OFFEROR’S CERTIFICATION OF COMPLIANCE STATEMENT.

YES or NO

Offeror signed and submitted Attachment A, OFFEROR’S CERTIFICATION OF COMPLIANCE STATEMENT, for each subcontractor.

YES or NO or N/A

**SECTION L – BACKGROUND DISCLOSURE**

Offeror provided copies of all monitoring reports/compliance audits for the previous 24 months from all federal, state and local agencies *for similar services provided within the catchment area(s) identified.*

Offerors who are currently awarded an agreement with the USPO/USPSO conducting the solicitation are not required to provide copies of USPO/USPSO monitoring reports but shall provide copies of all monitoring reports for the previous 24 months from other federal, state, and local agencies for similar services provided within the catchment area(s) solicited. **OR**

YES or NO or N/A

Offeror *expressly stated in its proposal* that it is not able to provide copies of monitoring reports, compliance audits, or other certification of compliance due to no such documents existing, being a private practice, or other documented reasons. **OR**

YES or NO or N/A

Monitoring report have a rating of satisfactory or higher (or have remedied any unsatisfactory rating and provided documentation of same)

YES or NO or N/A

Offeror's (and all proposed subcontractor) site(s) at which services will be provided is/are located in catchment area and are operational at time of RFP submission.

YES or NO or N/A

Offeror signed and submitted Attachment B, OFFEROR'S BACKGROUND DISCLOSURE, certifying compliance with the requirements as listed in paragraphs 2(a) through 2(d) of Section L.

YES or NO

## **SECTION L – STAFF QUALIFICATIONS**

Offeror signed and submitted Attachment C, OFFEROR'S STAFF QUALIFICATIONS, to identify staff (and any proposed subcontractor) providing direct delivery of services, including name, services that will be performed specified by numeric project code, education, relevant experience and current licensures/credentials.

YES or NO

Offeror (and any proposed subcontractor) meets all minimum staff requirements listed in Section C of the RFP.

YES or NO

## **SECTION L – PREPARATION OF OFFEROR'S REFERENCES**

Offeror provided three references (Federal, State, or local government agencies and/or private organizations), using Attachment D, for whom the Offeror has provided the same or similar type of treatment and other services identified in this RFP within the past 3 years. Offerors who are currently awarded an agreement with the judiciary are not required to provide references.

YES or NO or N/A

## **SECTION C – FACILITY REQUIREMENTS (ON-SITE VISITS)**

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-site visits will be conducted to verify that the offeror's facility complies with the requirements of the RFP. There will be on-site evaluations for all subcontractors providing services.

An on-site visit will not be conducted on Offerors who are currently awarded an agreement with the judiciary unless the Offeror's proposal includes a performance site where services are not currently provided under the existing agreement.

Offeror's (and any proposed subcontractor) facility meets requirements listed in Statement of Work.

YES or NO

Is there private office space preserving both the integrity of the confidential relationship and the personal dignity of the client?

YES or NO

Is there a secured filing or electronic storage system to preserve confidentiality of defendant/person under supervision services?

YES or NO

Did the vendor establish and post 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.

YES or NO

The facility provides adequate access for defendants/persons under supervision with physical disabilities (e.g. elevator access to second floor office space, etc.). In the event the space does not, the vendor has provided an alternative facility/space within the identified catchment area that meets the requirements.

YES or NO

#### **Residential Treatment Only**

Are emergency and evacuation plans and diagrams posted?

YES or NO

Are there smoke detectors on each floor?

YES or NO

Is the facility in compliance with state and local licensure requirements for residential treatment?

YES or NO

#### **Urine Collection Testing Only**

Is there a dedicated bathroom or one that can be secured for collecting urine?

YES or NO

Is there a secured room for the storage of specimens and supplies?

YES or NO

#### **M. 4 Evaluation of Price**

The Government will determine Total Evaluated Price for required services by using the following formula:

- (a) Determining Total Evaluated Price -- Multiply the Estimate Monthly Quantity (EMQ) by 12 months to get a Yearly Quantity. Multiply that figure by the Unit Price offered to arrive at the Total Evaluated Price for that service item. Yearly prices of service items are totaled to arrive at Total Evaluated Price for each

offeror.

- (b) Service items that are offered at “N/C” or No Charge, will be evaluated in the Life of Agreement comparison by entering \$0.00 for the unit price.
- (c) Service items that are reimbursable at actual prices or at a travel regulation rate are not considered in the price comparison.
- (d) Service items not marked as required services will not be evaluated or considered.
- (e) Total Evaluated Price (TEP) shall be rank ordered to show the lowest TEP.

**M.5 Provision 2-85A Evaluation Inclusive of Options (JAN 2003)**

- (a) The judiciary will evaluate offers for purposes of award by adding the total price for all options to the total price for the basic requirement. Evaluation of options does not obligate the judiciary to exercise the option(s).
- (b) Any offer that is materially unbalanced as to prices for basic and option quantities may be rejected. An unbalanced offer is one that is based on prices significantly less than prices for some work and prices that are significantly overstated for other work.

**M.6 Clause 3-70 Determination of Responsibility (JAN 2003)**

A determination of responsibility will be made on the apparent successful offeror prior to contract award. For an offeror to be found responsible, the offeror must not be on the List of Parties Excluded from Federal Procurement and Non-Procurement Programs and references (if applicable) must show satisfactory performance. If the offeror is found non-responsible, that offeror will be rejected and will receive no further consideration for award. In the event an offeror is rejected based on a determination of non-responsibility, a determination will be made on the next apparent successful offeror.

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210  Wage Determination No.: 2015-5317 Revision No.: 20 Date Of Last Revision: 12/27/2022
Daniel W. Simms Director	Division of Wage Determinations

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: Oklahoma

Area: Oklahoma Counties of Creek, Okmulgee, Osage, Pawnee, Rogers, Tulsa, Wagoner

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.17***
01012 - Accounting Clerk II		18.16
01013 - Accounting Clerk III		20.31
01020 - Administrative Assistant		23.31
01035 - Court Reporter		19.66
01041 - Customer Service Representative I		13.76***
01042 - Customer Service Representative II		15.03***
01043 - Customer Service Representative III		16.87
01051 - Data Entry Operator I		14.11***
01052 - Data Entry Operator II		15.39***
01060 - Dispatcher, Motor Vehicle		18.29
01070 - Document Preparation Clerk		17.48
01090 - Duplicating Machine Operator		17.48
01111 - General Clerk I		13.46***
01112 - General Clerk II		14.68***

01113 - General Clerk III	16.83
01120 - Housing Referral Assistant	20.65
01141 - Messenger Courier	14.81***
01191 - Order Clerk I	15.74***
01192 - Order Clerk II	18.10
01261 - Personnel Assistant (Employment) I	16.79
01262 - Personnel Assistant (Employment) II	18.77
01263 - Personnel Assistant (Employment) III	20.92
01270 - Production Control Clerk	23.01
01290 - Rental Clerk	13.86***
01300 - Scheduler, Maintenance	16.57
01311 - Secretary I	16.57
01312 - Secretary II	18.53
01313 - Secretary III	20.65
01320 - Service Order Dispatcher	16.35
01410 - Supply Technician	23.31
01420 - Survey Worker	17.75
01460 - Switchboard Operator/Receptionist	14.34***
01531 - Travel Clerk I	16.38
01532 - Travel Clerk II	17.45
01533 - Travel Clerk III	18.23
01611 - Word Processor I	14.75***
01612 - Word Processor II	16.57
01613 - Word Processor III	18.53
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.86
05010 - Automotive Electrician	20.01
05040 - Automotive Glass Installer	18.96
05070 - Automotive Worker	18.96
05110 - Mobile Equipment Servicer	16.65
05130 - Motor Equipment Metal Mechanic	21.07
05160 - Motor Equipment Metal Worker	18.96
05190 - Motor Vehicle Mechanic	20.04
05220 - Motor Vehicle Mechanic Helper	15.23***
05250 - Motor Vehicle Upholstery Worker	17.69
05280 - Motor Vehicle Wrecker	18.91
05310 - Painter, Automotive	20.04
05340 - Radiator Repair Specialist	18.96
05370 - Tire Repairer	14.47***
05400 - Transmission Repair Specialist	21.07
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.24***
07041 - Cook I	12.13***
07042 - Cook II	14.29***
07070 - Dishwasher	11.39***
07130 - Food Service Worker	12.30***
07210 - Meat Cutter	13.39***
07260 - Waiter/Waitress	9.03***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.76
09040 - Furniture Handler	11.67***
09080 - Furniture Refinisher	18.12
09090 - Furniture Refinisher Helper	13.06***
09110 - Furniture Repairer, Minor	15.57***
09130 - Upholsterer	18.11
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	13.02***
11060 - Elevator Operator	13.02***
11090 - Gardener	20.00
11122 - Housekeeping Aide	12.55***
11150 - Janitor	12.55***
11210 - Laborer, Grounds Maintenance	14.55***
11240 - Maid or Houseman	11.15***
11260 - Pruner	12.78***
11270 - Tractor Operator	18.20

11330 - Trail Maintenance Worker	14.55***
11360 - Window Cleaner	14.29***
12000 - Health Occupations	
12010 - Ambulance Driver	17.99
12011 - Breath Alcohol Technician	20.58
12012 - Certified Occupational Therapist Assistant	34.25
12015 - Certified Physical Therapist Assistant	29.05
12020 - Dental Assistant	18.27
12025 - Dental Hygienist	46.24
12030 - EKG Technician	21.69
12035 - Electroneurodiagnostic Technologist	21.69
12040 - Emergency Medical Technician	17.99
12071 - Licensed Practical Nurse I	18.39
12072 - Licensed Practical Nurse II	20.58
12073 - Licensed Practical Nurse III	22.94
12100 - Medical Assistant	15.63***
12130 - Medical Laboratory Technician	22.59
12160 - Medical Record Clerk	17.34
12190 - Medical Record Technician	19.39
12195 - Medical Transcriptionist	19.82
12210 - Nuclear Medicine Technologist	37.40
12221 - Nursing Assistant I	11.59***
12222 - Nursing Assistant II	13.02***
12223 - Nursing Assistant III	14.21***
12224 - Nursing Assistant IV	15.95***
12235 - Optical Dispenser	14.54***
12236 - Optical Technician	16.63
12250 - Pharmacy Technician	14.90***
12280 - Phlebotomist	14.63***
12305 - Radiologic Technologist	28.50
12311 - Registered Nurse I	24.52
12312 - Registered Nurse II	30.00
12313 - Registered Nurse II, Specialist	30.00
12314 - Registered Nurse III	36.29
12315 - Registered Nurse III, Anesthetist	36.29
12316 - Registered Nurse IV	43.50
12317 - Scheduler (Drug and Alcohol Testing)	25.50
12320 - Substance Abuse Treatment Counselor	24.70
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.04
13012 - Exhibits Specialist II	26.07
13013 - Exhibits Specialist III	31.89
13041 - Illustrator I	21.04
13042 - Illustrator II	26.07
13043 - Illustrator III	31.89
13047 - Librarian	28.87
13050 - Library Aide/Clerk	14.10***
13054 - Library Information Technology Systems Administrator	26.07
13058 - Library Technician	15.41***
13061 - Media Specialist I	18.81
13062 - Media Specialist II	21.04
13063 - Media Specialist III	23.46
13071 - Photographer I	16.32
13072 - Photographer II	18.26
13073 - Photographer III	22.62
13074 - Photographer IV	27.67
13075 - Photographer V	33.48
13090 - Technical Order Library Clerk	17.70
13110 - Video Teleconference Technician	22.23
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.95
14042 - Computer Operator II	21.19
14043 - Computer Operator III	23.75
14044 - Computer Operator IV	26.45



14045 - Computer Operator V		29.29
14071 - Computer Programmer I	(see 1)	22.27
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.95
14160 - Personal Computer Support Technician		28.80
14170 - System Support Specialist		34.54
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.55
15020 - Aircrew Training Devices Instructor (Rated)		35.76
15030 - Air Crew Training Devices Instructor (Pilot)		42.85
15050 - Computer Based Training Specialist / Instructor		29.55
15060 - Educational Technologist		29.09
15070 - Flight Instructor (Pilot)		42.85
15080 - Graphic Artist		23.46
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		42.85
15086 - Maintenance Test Pilot, Rotary Wing		42.85
15088 - Non-Maintenance Test/Co-Pilot		42.85
15090 - Technical Instructor		21.78
15095 - Technical Instructor/Course Developer		26.64
15110 - Test Proctor		17.58
15120 - Tutor		17.58
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.99***
16030 - Counter Attendant		9.99***
16040 - Dry Cleaner		12.73***
16070 - Finisher, Flatwork, Machine		9.99***
16090 - Presser, Hand		9.99***
16110 - Presser, Machine, Drycleaning		9.99***
16130 - Presser, Machine, Shirts		9.99***
16160 - Presser, Machine, Wearing Apparel, Laundry		9.99***
16190 - Sewing Machine Operator		13.65***
16220 - Tailor		14.57***
16250 - Washer, Machine		10.93***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		24.03
19040 - Tool And Die Maker		29.61
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		17.46
21030 - Material Coordinator		23.01
21040 - Material Expediter		23.01
21050 - Material Handling Laborer		14.48***
21071 - Order Filler		14.39***
21080 - Production Line Worker (Food Processing)		17.46
21110 - Shipping Packer		17.48
21130 - Shipping/Receiving Clerk		17.48
21140 - Store Worker I		12.19***
21150 - Stock Clerk		17.05
21210 - Tools And Parts Attendant		17.46
21410 - Warehouse Specialist		17.46
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		33.39
23019 - Aircraft Logs and Records Technician		25.23
23021 - Aircraft Mechanic I		31.45
23022 - Aircraft Mechanic II		33.39
23023 - Aircraft Mechanic III		35.42
23040 - Aircraft Mechanic Helper		21.12
23050 - Aircraft, Painter		29.36
23060 - Aircraft Servicer		25.23
23070 - Aircraft Survival Flight Equipment Technician		29.36
23080 - Aircraft Worker		27.29

23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	27.29
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	31.45
23110 - Appliance Mechanic	19.41
23120 - Bicycle Repairer	19.23
23125 - Cable Splicer	29.87
23130 - Carpenter, Maintenance	22.04
23140 - Carpet Layer	21.04
23160 - Electrician, Maintenance	28.52
23181 - Electronics Technician Maintenance I	26.35
23182 - Electronics Technician Maintenance II	28.35
23183 - Electronics Technician Maintenance III	30.36
23260 - Fabric Worker	20.95
23290 - Fire Alarm System Mechanic	23.40
23310 - Fire Extinguisher Repairer	19.23
23311 - Fuel Distribution System Mechanic	34.40
23312 - Fuel Distribution System Operator	25.38
23370 - General Maintenance Worker	17.82
23380 - Ground Support Equipment Mechanic	31.45
23381 - Ground Support Equipment Servicer	25.23
23382 - Ground Support Equipment Worker	27.29
23391 - Gunsmith I	19.23
23392 - Gunsmith II	22.66
23393 - Gunsmith III	26.11
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.88
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	24.29
23430 - Heavy Equipment Mechanic	26.42
23440 - Heavy Equipment Operator	20.55
23460 - Instrument Mechanic	26.11
23465 - Laboratory/Shelter Mechanic	24.37
23470 - Laborer	14.48***
23510 - Locksmith	21.98
23530 - Machinery Maintenance Mechanic	28.82
23550 - Machinist, Maintenance	23.00
23580 - Maintenance Trades Helper	17.17
23591 - Metrology Technician I	26.11
23592 - Metrology Technician II	27.72
23593 - Metrology Technician III	29.41
23640 - Millwright	26.91
23710 - Office Appliance Repairer	19.68
23760 - Painter, Maintenance	18.49
23790 - Pipefitter, Maintenance	28.00
23810 - Plumber, Maintenance	26.14
23820 - Pneudraulic Systems Mechanic	26.11
23850 - Rigger	21.69
23870 - Scale Mechanic	22.66
23890 - Sheet-Metal Worker, Maintenance	22.69
23910 - Small Engine Mechanic	19.14
23931 - Telecommunications Mechanic I	28.83
23932 - Telecommunications Mechanic II	30.61
23950 - Telephone Lineman	28.83
23960 - Welder, Combination, Maintenance	22.95
23965 - Well Driller	24.87
23970 - Woodcraft Worker	26.11
23980 - Woodworker	19.23
24000 - Personal Needs Occupations	
24550 - Case Manager	17.55
24570 - Child Care Attendant	10.85***
24580 - Child Care Center Clerk	13.53***
24610 - Chore Aide	11.07***
24620 - Family Readiness And Support Services Coordinator	17.55

24630 - Homemaker	17.76
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	32.74
25040 - Sewage Plant Operator	18.06
25070 - Stationary Engineer	32.74
25190 - Ventilation Equipment Tender	21.98
25210 - Water Treatment Plant Operator	18.06
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.92
27007 - Baggage Inspector	14.30***
27008 - Corrections Officer	17.18
27010 - Court Security Officer	20.75
27030 - Detection Dog Handler	16.00***
27040 - Detention Officer	17.18
27070 - Firefighter	23.51
27101 - Guard I	14.30***
27102 - Guard II	16.00***
27131 - Police Officer I	25.41
27132 - Police Officer II	28.25
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.43***
28042 - Carnival Equipment Repairer	14.76***
28043 - Carnival Worker	9.43***
28210 - Gate Attendant/Gate Tender	17.30
28310 - Lifeguard	11.48***
28350 - Park Attendant (Aide)	19.34
28510 - Recreation Aide/Health Facility Attendant	14.11***
28515 - Recreation Specialist	23.96
28630 - Sports Official	15.40***
28690 - Swimming Pool Operator	17.36
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.01
29020 - Hatch Tender	27.01
29030 - Line Handler	27.01
29041 - Stevedore I	24.97
29042 - Stevedore II	29.06
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.26
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	18.83
30022 - Archeological Technician II	21.06
30023 - Archeological Technician III	26.10
30030 - Cartographic Technician	26.10
30040 - Civil Engineering Technician	26.85
30051 - Cryogenic Technician I	28.90
30052 - Cryogenic Technician II	31.93
30061 - Drafter/CAD Operator I	18.83
30062 - Drafter/CAD Operator II	21.06
30063 - Drafter/CAD Operator III	23.48
30064 - Drafter/CAD Operator IV	28.90
30081 - Engineering Technician I	17.13
30082 - Engineering Technician II	19.23
30083 - Engineering Technician III	21.51
30084 - Engineering Technician IV	26.65
30085 - Engineering Technician V	32.59
30086 - Engineering Technician VI	39.44
30090 - Environmental Technician	22.77
30095 - Evidence Control Specialist	26.10
30210 - Laboratory Technician	24.66
30221 - Latent Fingerprint Technician I	28.90
30222 - Latent Fingerprint Technician II	31.93
30240 - Mathematical Technician	31.28
30361 - Paralegal/Legal Assistant I	19.15
30362 - Paralegal/Legal Assistant II	23.19

30363 - Paralegal/Legal Assistant III	28.36
30364 - Paralegal/Legal Assistant IV	34.34
30375 - Petroleum Supply Specialist	31.93
30390 - Photo-Optics Technician	26.10
30395 - Radiation Control Technician	31.93
30461 - Technical Writer I	25.14
30462 - Technical Writer II	30.76
30463 - Technical Writer III	37.21
30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22
30501 - Weather Forecaster I	28.90
30502 - Weather Forecaster II	35.15
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 23.48
30621 - Weather Observer, Senior	(see 2) 26.10
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	12.00***
31030 - Bus Driver	17.94
31043 - Driver Courier	15.88***
31260 - Parking and Lot Attendant	11.31***
31290 - Shuttle Bus Driver	15.89***
31310 - Taxi Driver	13.26***
31361 - Truckdriver, Light	17.48
31362 - Truckdriver, Medium	19.04
31363 - Truckdriver, Heavy	25.01
31364 - Truckdriver, Tractor-Trailer	25.01
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47***
99030 - Cashier	11.05***
99050 - Desk Clerk	10.98***
99095 - Embalmer	23.85
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	14.18***
99252 - Laboratory Animal Caretaker II	15.61***
99260 - Marketing Analyst	29.73
99310 - Mortician	23.85
99410 - Pest Controller	17.06
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	19.01
99711 - Recycling Specialist	23.78
99730 - Refuse Collector	16.70
99810 - Sales Clerk	12.10***
99820 - School Crossing Guard	9.94***
99830 - Survey Party Chief	29.92
99831 - Surveying Aide	17.77
99832 - Surveying Technician	28.11
99840 - Vending Machine Attendant	15.97***
99841 - Vending Machine Repairer	20.65
99842 - Vending Machine Repairer Helper	15.97***

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour) or 13658 (\$12.15 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour, up to 40 hours per week, or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour, up to 40 hours per week, or \$176.40 per week, or \$764.40 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or

modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary

affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) \*\***

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."