



INDUSTRY DAY

SOLICITATION FOR TREATMENT SERVICES

FISCAL YEAR 2025

Agenda

Welcome & Introductions

United States Probation & Pretrial Services

Defendant/Persons Under Supervision

Treatment Needs

Request for Proposal (RFP) Review

Questions





Introductions & Roles

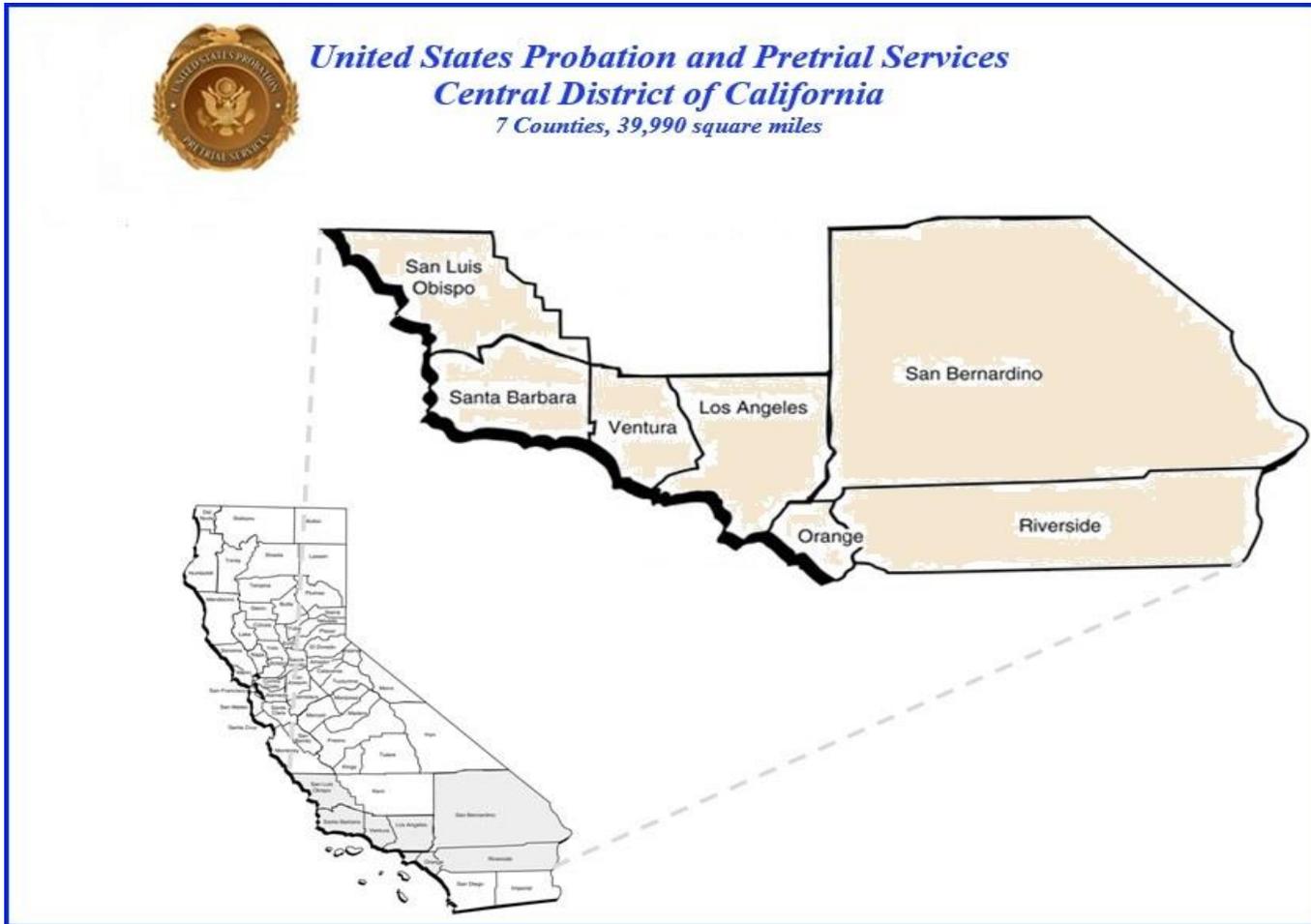
- Executive Team
- Eric Kaufmann, Financial & Procurement Manager
- Jeanne Wanlass, Financial Manager
- David Lee, Financial Specialist
- Diva Darlington, Contracting Officer
- Erik Cisneros, Contracting Officer
- Supervisory USPPSO Jeannette Gonzalez, Treatment Services Coordinator
- USPPSO Specialists

United States Probation and Pretrial Services

- Investigating and supervising individuals convicted of federal crimes i.e., interstate drug crimes, tax evasion, major fraud, cybercrimes, and immigration violations.
- United States Pretrial Officer supervises:
 - Indicted for a federal crime.
 - Released on bond.
 - Awaiting court appearance/sentencing.
- United States Probation Officer supervises:
 - Released from a federal term of custody to a period of supervision.
- **In both instances, the Court has ordered a treatment service.**



U.S Probation and Pretrial Services - Central District of California



- Comprised of 7 Counties
 - San Luis Obispo
 - Santa Barbara
 - Ventura
 - Los Angeles
 - Orange
 - San Bernardino
 - Riverside
- USPPSO Branch Offices
 - Los Angeles
 - Hawthorne
 - Lancaster
 - Long Beach
 - Riverside
 - Santa Ana
 - Whittier
 - Ventura
 - West Covina
 - Woodland Hills

Defendant/Person Under Supervision Treatment Needs

- Substance abuse treatment
- Medication Assisted Treatment (MAT)
- Medical Detox
- Mental Health treatment
- Dual diagnosis treatment
- Substance Abuse Residential Treatment
- Co-Occurring Residential Treatment
- Sex Offender Treatment





UNITED STATES PROBATION AND PRETRIAL SERVICES OFFICE Central District of California

Natasha Alexander-Mingo, Chief Probation & Pretrial Services Officer

 Search

Probation & Pretrial Info

Programs & Services

Forms

Client Resources

Careers

Vendor Information

District Court

Contact Information

Submit Invoices

Vendor Forms

Request for Proposal -
Catchment Areas

Cover Letter for All Request for
Proposals

Request for Proposal -
Questions and Answers

Request for Proposal - Sex
Offender Treatment Services

Request for Proposal -
Substance Abuse and-or Mental
Health Treatment Services

Presentations »

[Home](#)

Vendor Information

The U.S. Probation and Pretrial Offices for the Central District of California strive to procure and maintain quality treatment services for federal defendants and offenders who are ordered by the court to participate in substance abuse, mental health, or sex offender-specific treatment. Our goal is to work closely with treatment providers to identify the most appropriate services, and to administer them in a fiscally responsible manner, to both reduce recidivism, and to address the treatment needs of this population. Together we can make a positive difference in the lives of those we serve.

Solicitation 2025

PRESOL-PPSO-FY25, SAM.gov.

Effective July 17, 2024, the solicitation for Fiscal Year 2025 blanket purchase agreements for Treatment Services in the Central District of California is OPEN!

Click on the menu tab links on the left side of the screen to access the Cover Letter, Request for Proposal (RFP) Catchment Areas, and RFP file links. All submissions must be submitted by email in PDF format, no later than August 16, 2024, by 4:00pm PST. Send proposals to:

Diva_Darlington@cacd.uscourts.gov / Erik_Cisneros@cacd.uscourts.gov

A Bidder's Conference has been scheduled for Monday, July 29, 2024, from 10am-12pm, PST. See below for Online Viewing Option via Microsoft Teams. If you prefer to attend in person at our Santa Ana Courthouse, contact Jeannette Gonzalez at Jeannette_Gonzalez@cacp.uscourts.gov to reserve space.

Questions regarding this solicitation can be submitted to: Diva_Darlington@cacd.uscourts.gov / Erik_Cisneros@cacd.uscourts.gov. Questions must be received by July 29, 2024. You will not receive an individual response to your question, all answers will be posted to the Question and Answers menu tab on the left side of the screen.

To access all information and RFPs,
visit our website:



[Vendor Information | Central
District of California \(uscourts.gov\)](https://uscourts.gov)

COVER LETTER - Important items of note

- Same cover letter **applies for all RFPs.**
- Do not rely on an old RFP, use current ones.
- Must have a physical site w/in catchment area.
- Once awarded, the Blanket Purchase Agreement (BPA) is a 12-month fiscal year agreement, **w/option to extend for 4 years** (in 12-month intervals).
- **PROPOSALS DUE 8/16/24 at 4pm PST in PDF format.**



Brian D. Karth
District Court Executive / Clerk of Court
350 West 1st Street, Suite 4311
Los Angeles, CA 90012-4565

United States District Court
Central District of California
Office of the Clerk

Natasha Alexander-Mingo
Probation and Pretrial Services Officer
55 East Temple Street, Suite 1410
Los Angeles, CA 90012-1565

Benjamin Medina
Chief Deputy of Administration
350 West 1st Street, Suite 4311
Los Angeles, CA 90012-4565

Maya Roy
Chief Deputy of Operations
350 West 1st Street, Suite 4311
Los Angeles, CA 90012-4565

July 16, 2024

RE: REQUEST FOR PROPOSALS
SUBSTANCE ABUSE/MENTAL HEALTH/SEXUAL
OFFENDER SERVICES FOR THE CENTRAL DISTRICT OF
CALIFORNIA

Dear Program Administrator:

The United States District Court for the Central District of California is soliciting proposals to provide substance abuse and mental health treatment services for male and female Federal defendants and offenders.

These individuals include persons on probation, supervised release, or parole, who are under supervision of the United States Probation Office. This group could also include persons on Pretrial release, under the supervision of the United States Pretrial Services Office.

Attached is a Request for Proposal (RFP). All RFPs and other important RFP information will be posted on our internet site at <http://www.cacp.uscourts.gov/treatment-services-vendor-information>. 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, answer fully each item and supply all information requested.

Section L provides specific directions for potential offerors 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 Jeannette_Gonzalez@cacp.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 note that for drug testing, analysis and most supplies will be paid for by the Government. Refractometers and breathalyzers must be purchased by vendors.

Eastern Division
3470 Twelfth Street, Room 134
Riverside, CA 92501

Southern Division
411 West Fourth Street, Suite 1053
Santa Ana, CA 92701

REQUEST FOR PROPOSAL (RFP)

- Solicitation document.
- Communicates government requirements.
- Solicits proposals from potential offerors.
- Outlines the purchase of products or services.
 - For our purposes, we are seeking treatment services.

Section	RFP SECTIONS
A	Solicitation/Offer/Acceptance
B	Supplies or Services and Offeror's Prices
C	Description/Statement of Work
D	Packaging and Marking (N/A)
E	Inspection and Acceptance
F	Deliveries or Performance
G	Agreement Administration Data
H	Special Agreement Requirements
I	Required Clauses
J	List of Attachments
K	Representations, Certifications and Other Statements of Offerors or Quoters
L	Instructions and Notice to Offerors
M	Evaluation Factors for Award

Denotes standardized sections.

Denotes important sections for completing RFP.

- **SOLICITATION** *(Items 1-7)*
 - Solicitation Number
 - Due date, time and method of submitting
 - Table of Contents of RFP
- **OFFER** *(Items 8-15)*
 - Completed by Contracting Officer
- **ACCEPTANCE** *(Items 16-17)*
 - Used by Contracting Officer if awarded

SECTION A			SOLICITATION / OFFER / ACCEPTANCE		
1. Solicitation No. 0973-25-08		2. Date Issued 07/16/2024		3. Award No.	
4. Issued By: Erik Cisneros erik_cisneros@caed.uscourts.gov			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 **04:00 PM** local time **08/16/2024**
(hour) (date)

7. For Information call:	
a. Name Jeannette Gonzalez	b. Telephone (714) 338-2925

TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - AGREEMENT CLAUSES			
X	A	SOLICITATION/OFFER/ACCEPTANCE	1	X	I	REQUIRED CLAUSES	7
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	13	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	59	X	J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING	1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	1	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OR OFFERS	2
X	F	DELIVERIES OR PERFORMANCE	1	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	15
X	G	AGREEMENT ADMINISTRATION DATA	3	X	M	EVALUATION CRITERIA	5
X	H	SPECIAL AGREEMENT REQUIREMENTS	4				

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 checked="" type="checkbox"/> AWARD	
12. Telephone No. (Include area code)		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.	
13. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>		17A. NAME OF CONTRACTING OFFICER	
14. Signature		17B. UNITED STATES OF AMERICA	
15. Offer Date		17C. DATE SIGNED	
		BY _____ <i>(Signature Of Contracting Officer)</i>	

- Geographic Location of services
- Max./Min. # of vendors per BPA
- Project Code (PC)
 - Asterisk (*) denotes a PC with a local need.
- Required Services
- Estimated Monthly Quantity (EMQ)
- Unit Price

SECTION B - SUPPLIES OR SERVICES AND OFFEROR'S PRICES

Revised FY 2025

The United States District Court for the Central District of California 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 Los Angeles County - San Gabriel Valley (cities of Alhambra, Alhambra, Arcadia, Baldwin Park, Covina, Diamond Bar, Duarte, El Monte, Glendora, Industry, Irwindale, La Canada Flintridge, La Puente, Monrovia, Montebello, Monterey Park, Pasadena, Pomona, Rosemead, San Gabriel, San Marino, Sierra Madre, South El Monte, South Pasadena, Temple City, Walnut, West Covina).

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. If the Government awards to more than one vendor, each vendor placed on the BPA will receive a share of the total quantity of Estimated Monthly Quantities stated.

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. In the event the Government has awarded to more than one vendor on a BPA, 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 four 12-month options, shall not exceed 60 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 pricing on all identified project codes (with the exception of actual cost or administrative fees), will be considered technically unacceptable.

Note: the fiscal year for the federal Government begins on October 1 of one calendar year through September 30 of the next. Pricing shall include the base fiscal year, as well as pricing for each fiscal option year.

Note: Estimated Monthly Quantities (EMQs) represent the estimated total monthly quantities to be ordered per project code. However, EMQ's are estimates only and do not bind the government to meet these estimates.

URINE COLLECTION:

PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY	UNIT PRICE
X *	Urine Collection/Testing & Reporting	Base Year	<input type="text" value="295"/>
		Option Year 1	<input type="text" value="280"/>
		Option Year 2	<input type="text" value="285"/>
		Option Year 3	<input type="text" value="290"/>
		Option Year 4	<input type="text" value="295"/>

Unit: Price: per specimen

PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY	UNIT PRICE
X *	Urine Collection/NIDT Device Testing	Base Year	<input type="text" value="1"/>
		Option Year 1	<input type="text" value="1"/>
		Option Year 2	<input type="text" value="1"/>
		Option Year 3	<input type="text" value="1"/>
		Option Year 4	<input type="text" value="1"/>

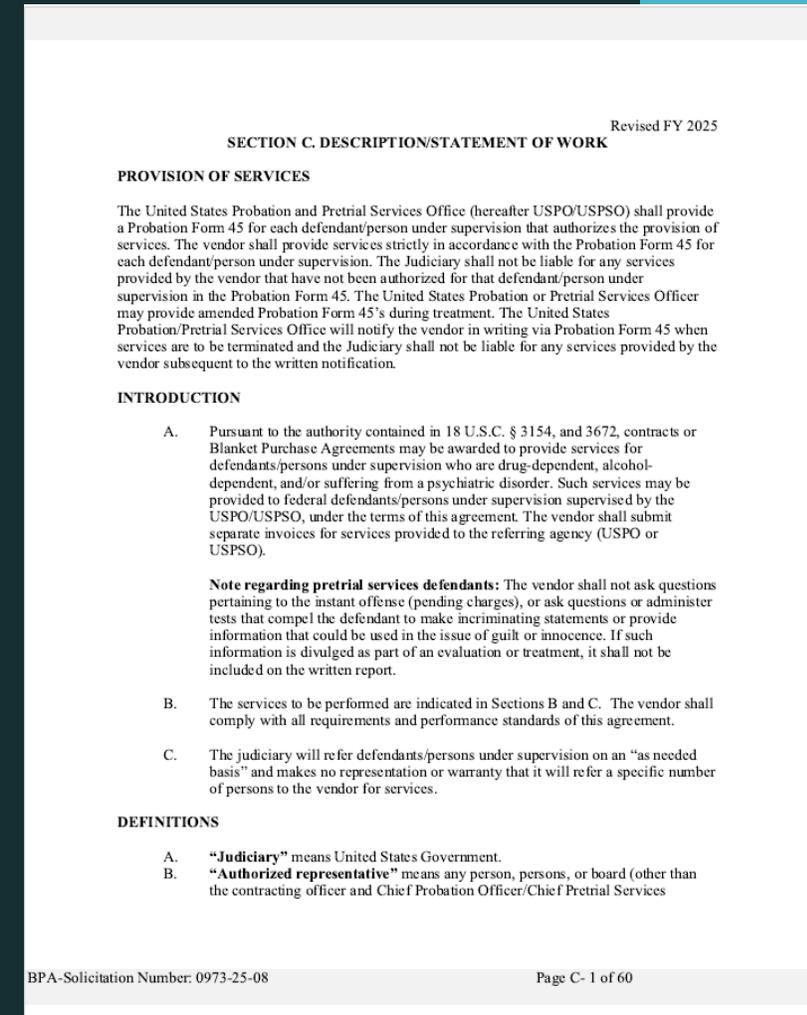
Unit: Price: per specimen

PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY	UNIT PRICE
X	Seal Patch/Application & Removal	Base Year	<input type="text" value="6"/>
		Option Year 1	<input type="text" value="6"/>
		Option Year 2	<input type="text" value="6"/>
		Option Year 3	<input type="text" value="6"/>
		Option Year 4	<input type="text" value="6"/>

Unit: Price: per patch (at removal)

PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY	UNIT PRICE
--------------	-------------------	----------------------------	------------

- National Mandatory Requirements
 - Describes services listed in Section B, by Project Code.
- Deliverables include Additional Requirements for:
 - Records, Conferences, Reports, Emergency Contact Procedures
 - USPPSO Notifications
 - Staff requirements
 - Facility



- Local Services
 - Includes Supplemental Requirements specific to our district.
 - Applies to all Project Codes that have an asterisk (*)
 - The same local service may repeat for several services i.e., “The vendor shall provide appointments on weekdays and weekends for intake and counseling sessions...shall provide this service from 5:00pm to 9:00pm at least one night per week and/or one weekend day per week.” applies to PC 2011 Intake and PC2022 Cognitive Behavioral Treatment.

- (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 a Staff Qualifications Statement (Section J Attachment) 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.

24. **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 or add an additional site within the catchment area, the vendor shall provide the CO written notification no less than 30 days prior and submit a Change or Addition of Performance Site (Section J Attachment). On site visits will be conducted to verify that the offeror's facility complies with the requirements of the RFP. Upon approval of the site, the CO will send an SF-30, Modification of Contract, for mutual agreement of the parties to accept the revision.

25. 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.

26. **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.

URINE COLLECTION

* 1010

The vendor shall make this service available from 5:00pm to 9:00 pm at least one night per week and/or one weekend day per week.

- Sex Offender Treatment
 - California's State Regulatory Board is the California Sex Offender Management Board (CASOMB).
 - State law requires all programs and treatment providers be certified by CASOMB.
 - Submit certifications with proposal.



PACKAGING & MARKING

- No longer applicable.
- No hard copies needed.
- Digital submission.



INSPECTION & ACCEPTANCE

(STANDARDIZED SECTION)

- Maintain a physical facility.
- Have access to an alternate location to provide adequate services.
- Facility that preserves confidentiality.
- Inspection of Products – Monitoring is conducted yearly. See List of Attachments J.9: Monitoring Report
 - If awarded, on site walk through conducted in September 2024.

Revised FY 2025

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Vendors Performance (Mandatory Requirement)

The vendor and subcontractor shall:

- 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.
- Not endanger the health and safety of employees, clients and the community.
- 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)

DELIVERIES OR PERFORMANCE

(STANDARDIZED SECTION)

- Capability to place defendant/person under supervision to protect community.
- Residential placement in the **first available space**.
- Not refuse service unless defendant/person under supervision poses a danger.
- Notify USPPSO of any termination.
- Not tell defendants/persons under supervision to withhold info. from USPPSO.

Revised FY 2025

SECTION F - DELIVERIES OR PERFORMANCE

F.1 Provision of Services to Federal Defendants and Persons Under Supervision (Mandatory Requirements)

- 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.
- 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.
- The vendor shall not unilaterally refuse services to any defendant/person under supervision referred by the Judiciary, except where the defendant/person under supervision poses an apparent danger to the vendor's staff or other clients. The vendor shall not deny access to services solely based on the defendant's/person under supervision's current participation in medication-assisted treatment (MAT), medical condition, disability, religion, ethnic origins or criminal record. The vendor shall not refuse service without approval of the Judiciary.
- 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 Judiciary. When necessary, the vendor may take appropriate and immediate action to protect staff and clients.
- 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/USPPSO 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, G, H and I 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.

AGREEMENT ADMINISTRATION DATA *(STANDARDIZED SECTION)*

- Invoicing instructions.
- There has been a change in documents required for submission of invoices.

Revised FY 2025

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/person under supervision 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, of the AO367. Additionally, the **Monthly Sign-In Logs, Drug Testing Logs**, documentation of any vendor related travel, and documentation of medication or transportation receipts (if applicable) shall be submitted to the CO or other authorized designee. NOTE: documentation submitted with the invoice is not forwarded to the USPO/USPSO; therefore, all required reports, evaluations, treatment plans, etc. shall be submitted in accordance with Section C requirements.

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 invoice template (Parts A and B) as provided by the CO (any substitute invoice template requires approval of the CO), indicating:

- (1) Individual defendant/person under supervision names and identifying numbers,
- (2) Charges for each service, identified by its project code, as described in **SECTION C - STATEMENT OF WORK**, of this document, and
- (3) Receipt of all co-payments.

BPA-Solicitation Number: 0973-25-08 Page G- 1 of 3

SPECIAL AGREEMENT REQUIREMENTS (STANDARDIZED SECTION)

- Indemnification
- Drug Free Workplace
- Government Furnished Property

Revised FY 2025

SECTION H - SPECIAL AGREEMENT REQUIREMENTS

H.1 Clause 7-25, Indemnification (AUG 2004)

- 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.
- 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.
- 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.
- 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.
- 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.

REQUIRED CLAUSES

(STANDARDIZED SECTION)

- Public Use of the Name of the Federal Judiciary
- Subcontracting
- Option to Extend the Term of the Contract
- Option to Extend Services
- Notification and Credit Monitoring Requirements for Personal Identification Information Incidents
- Clauses Incorporated by Reference

SECTION I - REQUIRED CLAUSES

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

- 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.
- 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 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/persons under supervision 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.

The prime contractor is responsible to the judiciary for overall performance of the services required under this contract. If any services are subcontracted, the prime contractor shall ensure that the subcontractor is complying with the requirements of this contract, 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.

LIST OF ATTACHMENTS

- Attachments J.1 to J.10
- Department of Labor Wage Determination – included in BPAs for vendors providing urinalysis testing
- Forms to use if awarded BPA
 - Also accessible in the district court website.

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 TEMPLATE

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

J.6 APA MODEL SEX HISTORY DISCLOSURE POLYGRAPH QUESTIONNAIRE
(disclaimer: this content contains sensitive subject matter that may be offensive to the reader)

J.7 STAFF QUALIFICATION STATEMENT

J.8 CHANGE OR ADDITION OF PERFORMANCE SITE(S)

J.9 MONITORING REPORT TEMPLATE

J.10 DEPARTMENT OF LABOR WAGE DETERMINATION
(As required by the Service Contract Act, when applicable.)

REPRESENTATION, CERTIFICATION, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

- Authorized Negotiators
- Taxpayer Identification and Other Offeror Information

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.

INSTRUCTIONS, CONDITIONS, AND NOTICE TO OFFERORS

- Most important pages to assure your RFP is complete (pages L-1 to L-15).
- REFERENCES
 - Please do not submit a United States Probation and Pretrial Services Officer as a reference.
 - Please assure all reference contact information is valid & current.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICE TO OFFERORS

L.1. GENERAL INSTRUCTIONS FOR PROPOSALS

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 price for each identified project code (with the exception of actual cost or administrative fees).

(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. Note: the fiscal year for the federal Government begins on October 1 of one calendar year through September 30 of the next. Pricing shall include the base fiscal year, as well as pricing for each fiscal option year.

EVALUATION FACTORS FOR AWARD

- How the vendor is rated (pages M1-M5).
- Proposals deemed technically unacceptable, will be provided the opportunity to correct deficiencies and resubmit a technically acceptable proposal.
- Pages M2-M4 – Can we answer YES?

Revised FY 2025

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

- 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.
- 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.
- 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.** In the event all offeror proposals are deemed technically unacceptable, all offerors will be provided the opportunity to correct deficiencies and resubmit a technically acceptable proposal. 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.

BPA-Solicitation Number: 0973-25-08 Pa

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 NO

Proposal was electronically (unless otherwise noted) submitted within the designated date/time indicated in Section A YES NO

SECTION B – SUBMISSION OF PRICES

Offeror provided pricing for every identified project code (with the exception of actual cost or administrative fees). YES NO

SECTION I – REQUIRED CLAUSES

The Offeror has registered in the System for Award Management (www.sam.gov)? Must be completed prior to award, but it is not used in determining technical acceptability. YES 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 NO

SECTION L – CERTIFICATION OF COMPLIANCE STATEMENT

Offeror signed and submitted Attachment A, OFFEROR'S CERTIFICATION OF COMPLIANCE STATEMENT. YES NO

Offeror identified all subcontractors in the OFFEROR'S CERTIFICATION OF COMPLIANCE STATEMENT. YES NO or N/A

SECTION L – BACKGROUND DISCLOSURE

Offeror provided copies of all monitoring/compliance/audit/performance reports for the previous 24 months from all federal, state and local agencies for similar services.
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. However, the Offeror shall provide copies of all monitoring/compliance/audit/performance reports for the previous 24 months from other federal, state, and local agencies for similar services provided and/or any and all reports from any other USPO/USPSO agency within the previous 24 months.

BPA-Solicitation Number: 0973-25-08 Page M- 2 of 5



Q & A Session

- Eric Kaufmann, Financial & Procurement Manager
- Jeanne Wanlass, Financial Manager
- David Lee, Financial Specialist
- Diva Darlington, Contracting Officer
- Erik Cisneros, Contracting Officer
- Supervisory USPPSO Jeannette Gonzalez, Treatment Services Coordinator

THANK YOU

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