

## 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 ~~response to every requested~~ identified project code (with the exception of actual cost or administrative fees) ~~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. 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.

##### (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~~ project codes that the Offeror will be subcontracting, the Offeror shall insert the letter "S" following the price inserted in the Unit Price column. Subcontracting includes all services outsourced in order to fulfill the requirements of the agreement ~~referred to another vendor shall be considered subcontracting and shall require the "S" designation.~~

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

The Judiciary does not reimburse vendors for defendant/person under supervision no-shows. When formulating pricing for services, the Offeror should consider incorporating the cost of "No-shows" into the proposed unit price. A "No-show" occurs when a defendant/person under supervision does not report for scheduled services and/or does not cancel with at least 24 hours advance notice. ~~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/or 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 shall 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. **Registration in [www.sam.gov](http://www.sam.gov) is not used in determining technical acceptability.**

### **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. **Completion of Section K is not used in determining technical acceptability.**

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, **G, H, and I** ~~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) **on the Certification of Compliance Statement and** ~~and submit a certification statement for each subcontractor that certifies that~~ **certify** 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/audit/performance reports 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. However, the Offeror ~~but~~ 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 ~~within the catchment area(s) solicited~~ and/or any and all reports from any other USPO/USPSO agencies within the previous 24 months. The government reserves the right to review past performance information from other sources.

If the Offeror is not able to provide copies of monitoring/ compliance/audit/performance reports, or other certification of compliance due to no such documents existing (i.e. being a private practice or other documented reasons), the Offeror ~~must~~ shall ~~expressly state~~ thoroughly document within its proposal the reason for no such reports ~~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/ compliance/audit/performance reports or other certification/letters of compliance. Monitoring/ compliance/audit/performance reports for proposed subcontractors are not required.

- b. specifically identify each performance site at which the Offeror and 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~~ **certifies** 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 **currently** under investigation for or charged with a criminal offense and/or **no proposed staff members are currently** 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 *agency soliciting these services*, are not required to provide references. *Agreements with other federal agencies, even if for same or similar type of services, are 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, ~~the Offeror,~~ hereby certify ~~that as the Offeror,~~ I will provide the mandatory requirements stated in Sections C, E, F, ~~G, H and I 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, the Offeror, hereby certify all the below listed subcontractors (if applicable) ~~that~~ (Insert Name of Subcontractor, if applicable) will provide the mandatory requirements stated in Sections C, E, F, G, H and I ~~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.

Include below the names of all subcontractors (if applicable):

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/~~compliance/audit/performance~~ reports as referenced in 2(a), if applicable. ~~If the Offeror is not able to provide copies of monitoring/ compliance/audit/performance reports, or other certification of compliance, the Offeror shall thoroughly document the reason for no such reports.~~

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, **the Offeror**, certify the following:

- No proposed staff members **providing direct delivery of services under this contract** are **currently** 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 **providing direct delivery of services under this contract** have been convicted of any sex 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 sex offender registries 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: