Court Services and Offender Supervision Agency
for the District of Columbia
Management and Administration
Procurement Management Staff

April 11, 2003

Memorandum

To: Prospective Offerors

From: Elijah Anderson
Contracting Officer

Subject: High Intensity Drug Trafficking Area (HIDTA) Outpatient Treatment
Solicitation Number CSOSA 03-R-0005

Attached is the subject solicitation document for the HIDTA **Outpatient Treatment Services** to be provided offender (s) for the Court Services and Offender Supervision Agency.

A Pre-proposal Conference is scheduled for April 21, 2003 at 1: 30 PM until 3:30 PM promptly. At this time only questions and clarifications regarding the requirement will be addressed. Interested parties should report to 633 Indiana Avenue, NW, 6th floor, Room 7 A/B for this conference. Please confirm your attendance by calling Elijah Anderson at the phone number listed below prior to April 18, 2003.

You are hereby requested to submit your technical and cost proposals in accordance with **SECTION L – INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS** of the Solicitation /Contract/Order for Commercial Items, Standard Form 1449 for conformance to this requirement. Your proposal must submitted in an original and three (3) copies to the following address:

Court Services And Offender Supervision Agency
Office of Procurement
633 Indiana Avenue, NW, Suite 880,
Attention: Elijah Anderson
Washington, D.C. 20004-2902

In addition to the above, the following documents must be submitted with your proposal:

- An executed Standard Form 1449 with blocks 30a – 30c
- Section B – Supplies or Services and Price/Costs
- Section K – Representation and Certifications
- A completed Organizational Application, Section J – List of Attachments, Attachment No 5
- A Treatment Provider Application, Section J – List of Attachments, Attachment No 6

Your Proposal must be submitted by **May 12, 2003 at 1:00 P.M., Eastern Standard Time.** Proposals received after this date and time will be considered late and therefore **not** accepted for award consideration. Should you have any question please contact me, Elijah Anderson, at (202) 220-5461.

Attachment

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE 1 OF 63

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			CSOSA-03-R-0005	**04-11-2003**

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Elijah Anderson, Contracting Officer	**(202)220-5461**	**05-12-2003/1:00 PM**

9. ISSUED BY CODE

Court Services and Offender Supervision Agency
Office of ProcurementManagement
633 Indiana Avenue, NW, Room 880
Washington, D.C. 20004-2902

10. THIS ACQUISITON IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SMALL BUSINESS
  - [ ] HUBZONE SMALL BUSINESS
- [ ] 8(A)

NAICS:
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS
Net 30

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [ ] RFQ
- [ ] IFB
- [X] RFP

15. DELIVER TO CODE
Same as Block 9

16. ADMINISTERED BY CODE
CSOSA, Office of Procurement Management
633 Indiana Avenue, NW, Suite 880
Washington, D.C. 20004-2902

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE
Prospective Offerors

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY CODE
See Section I, Item I1(g)

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
- [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Section B, Supplies and Price/Cost for each treatment service(s) to be performed *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

- [X] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

- [ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

- [ ] 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*	
30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELPHONE NUMBER OF AUTHORZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

OUTPATIENT TREATMENT SERVICES

Section B – Supplies or Services and Prices/Costs

The Contractor shall provide a ***unit cost*** for outpatient services as described in the contract. The estimated number of slots for offenders/defendants required on a continual basis throughout the performance period is **25.**

BASE YEAR: DATE OF AWARD THROUGH 12/31/2003

CLIN	DESCRIPTION	COST PER SESSION PER CLIENT
0001	Outpatient Treatment Services	$

OPTION YEAR ONE: 1/1/2004 THROUGH 12/31/2004

CLIN	DESCRIPTION	COST PER SESSION PER CLIENT
0001	Outpatient Treatment Services	$

OPTION YEAR TWO: 1/1/2005 THROUGH 12/31/2005

CLIN	DESCRIPTION	COST PER SESSION PER CLIENT
0001	Outpatient Treatment Services	$

OPTION YEAR THREE: 1/1/2006 THROUGH 12/31/2006

CLIN	DESCRIPTION	COST PER SESSION PER CLIENT
0001	Outpatient Treatment Services	$

OPTION YEAR FOUR: 1/1/2007 THROUGH 12/31/2007

CLIN	DESCRIPTION	COST PER SESSION PER CLIENT
0001	Outpatient Treatment Services	$

SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 Scope of Work

The Contractor shall provide all facilities, labor, material and equipment necessary to provide monitored substance abuse **outpatient treatment** services to chemically-dependent offenders under the authority of the Court Services and Offender Supervision Agency (CSOSA), in accordance with the requirements specified herein, on a firm, fixed price basis. The funding for this contract is provided via a grant in support of the High Intensity Drug Trafficking Area (HIDTA) program within the framework of the Anti-Drug Abuse Act of 1988.

C.2 Agency Background

The Court Services and Offender Supervision Agency (CSOSA) was established under Section 11232 of the National Capital Revitalization and Self-Government Improvement Act of 1997 to effectuate the reorganization and transition of functions relating to pretrial services, parole, adult probation and offender supervision in the District of Columbia to a Federal Executive Branch agency. The mission of CSOSA is to increase public safety, prevent crime, reduce recidivism, and support the fair administration of justice in close collaboration with the community.

The CSOSA (hereinafter referred to as the Government) has been mandated to provide comprehensive treatment services to persons who have been ordered to undergo such treatment by the courts, either as part of a sentence or pre-sentence, or as a condition of probation or parole. These persons (hereinafter referred to as offenders/defendants) may be duallydiagnosed with both mental health and chemical dependency issues. CSOSA is responsible for the supervision of all probationers and parolees held under the authority of any United States or District of Columbia statute, or any other lawful authority and entrusted to the District.

C.3 HIDTA Program

The High Intensity Drug Trafficking Area (HIDTA) program provides substance abuse treatment services for chronic substance abusers that are incarcerated or under community supervision pretrial probation or parole. The mission of HIDTA is to coordinate criminal justice and treatment efforts to reduce criminal defendant recidivism and substance abuse, and to increase the social productivity of offenders/defendants.

An effective treatment approach, with a spectrum of residential and outpatient treatment options, is needed to rehabilitate the offenders/defendants. The program is designed to provide a continuum of care, which will empower the offender/defendant to live as a productive citizen while maintaining the safety of the community and reducing the

demand for illegal drugs. Levels of care may be adjusted from more restrictive, structured settings to less restrictive circumstances as the offender progresses through the case management supervision functions currently in place in several District of Columbia criminal justice agencies.

The current participants in the program are: (1) CSOSA; (2) D.C. Department of Corrections; (3) U.S. Probation Agency; and (4) Pre-Trial Services Agency.

The HIDTA initiative includes comprehensive assessment services, detoxification treatment, residential treatment, outpatient treatment, and transitional housing. The assessment is presently provided by CSOSA at its Assessment and Orientation Center housed at Karrick Hall on the grounds of D.C. General Hospital.

The Washington, D.C. HIDTA project has established cooperative relationships with the surrounding Virginia and Maryland localities to provide a continuum of care to the hard-core substance abusing offender population. Offender clients who reside in these localities often travel outside jurisdictional boundaries to commit drug related crimes or to make drug purchases. The Washington/Baltimore HIDTA has developed the Cross Border Initiative which joins together local Probation and Parole officers and Law Enforcement agencies in the area to increase the accountability of individuals on pre-trial or post-trial release in the community, thereby enhancing public safety.

C.4 Description of Services

A. Background

The Contractor shall provide a maximum of 72 substance abuse educational sessions to offenders/defendants with substance abuse needs on an outpatient basis.

These sessions include alcohol and drug abuse education, criminal thinking behavior associations, pharmacology, relapse prevention, early intervention, life skills, discharge/aftercare planning and other essential services as required. Outpatient treatment is intended to assist the offender in achieving and maintaining sobriety while living in the community.

The Contractor shall develop therapeutic interventions specific to the criminal justice involved offender, such as approaches to increase retention, addressing criminal involvement and cooperation with criminal justice requirements. This requires establishment of a close working relationship with the Community Supervision Officers (CSOs) responsible for supervising each offender/defendant. The contractor shall be able to coordinate, cooperate and work with CSOs utilizing a team approach for case planning, treatment intervention and case monitoring. Treatment providers must hold monthly case staffings with CSOs, as well as other meetings and interventions as deemed necessary by the Government.

Treatment shall be provided in accordance with the American Society of Addiction Medicine (ASAM) Placement Criteria except where specifically modified by the Government (Traffic Alcohol Education Services, exempt).

B. Duration

The course of treatment for each offender will typically range between 15 and 72 sessions. The number of sessions required for each offender/defendant will be specified by the Government upon referral. The sessions may be completed by attending two or three sessions per seven-day week, according to the Contractor's schedule.

C. Estimated Quantity

The estimated number of slots for offenders/defendants required on a continual basis throughout the performance period is **25.**

D. Required Service Policies

The Contractor shall develop and implement written service policies and procedures for outpatient treatment services, available for review by the Government, including:

1. Admission criteria (including any exclusionary factors such as medical or mental health conditions);
2. The objectives of the program;
3. The criteria used to measure offenders'/defendants' progress towards attainment of objectives;
4. A description of the diagnostic and treatment modalities utilized by the program;
5. A description of all therapeutic activities provided, including individual, group, family counseling sessions; relapse prevention; and criminal thinking behavior associations;
6. Crisis intervention procedures, including all curriculum utilized
7. Medical emergency procedures;
8. Patient's rights and rules of conduct;
9. Personnel policies;
10. Methods for addressing offender/defendant non-compliance;
11. Methods for investigating and handling patient grievances.

E. Required Equipment

The Contractor shall provide a personal computer to act as host for a Government-furnished treatment tracking system and access to an analog data transmission line. At a minimum the computer shall have a Pentium processor, 16 M RAM, 800 x 600 video resolution, a Windows '95 or equivalent (or higher).

operating system, a 28.8 modem (WIN as dial-up networking shall be used as the communications software) and 50M of hard disk space. Other applications may reside on the PC designated for this function. Contractors are required to enter data on line to HIDTA Automated Tracking Systems (HATS), which is an integrated and tracking management information system. Access to an analog line is required for the HATS computer system for all services. The Contractor shall also ensure that all personnel responsible for maintaining treatment data for clients are trained to use HATS.

C.5 Mandatory Service Requirements

A. Referrals and Admissions

The Government shall provide a referral package via HATS to the contractor prior to each admission. All referrals are made through HATS system. The referral package shall contain a referral billing authorization document; which will include admission date; offender/defendant identification information, and supervision contact information.

The Government shall provide to the contractor a referral/billing authorization for each offender/defendant referred. The billing authorization **(See Section J, Attachment No. 1)** shall contain the offender's name; admission date; the treatment duration and the dollar amount authorized for the treatment episode and the exact services to be rendered. The HATS referral is the **ONLY** document that makes the Government financially responsible for services rendered. No **VERBAL AUTHORIZATIONS WILL NOT BE RECOGNIZED**. The Government is not responsible for services rendered in the absence of a billing authorization or for services rendered beyond the stated authorization period or dollar amount.

B. Admission Notification

Within 24 hours of each scheduled admission the contractor shall notify the Government of all admissions and no-shows. This notification must be provided in HATS to the referring analyst and the CSO. This information may be transmitted via HATS. Specific contact information and notification instructions are found in each referral package. Failure to adhere with this requirement absolves the Government of financial responsibility for the offender/defendant.

The notification to the referring analyst and CSO for all no-shows for the intake appointment shall include the date and time for a re-scheduled appointment. The contractor shall schedule only one rescheduled appointment. If the offender/defendant misses the rescheduled appointment, the contractor shall effectively close the case and send written confirmation of such to the CSO and referring analyst. The written confirmation shall contain the offender's/defendant's name and the dates of the two missed appointments.

C. *Intake*

On the date of admission the contractor shall conduct an intake interview with each offender/defendant. During the intake interview the contractor shall identify the offender's primary counselor and review the offender's rights and responsibilities. This intake interview shall result in the creation of an individual offender/defendant treatment file that shall initially contain the following:

- Offender/client personal information sheet
- All referral information provided by the Government
- A signed and dated copy of the offender's/defendant's rights and responsibilities form (bearing the signatures of both the offender/defendant and the contractor's staff)

The offender/defendant treatment file must be maintained in accordance with Federal Confidentiality Regulations, 42 CFR, Part II. All treatment files must be maintained in accordance with the Privacy Act, 5 U.S.C.§552a(b) and other applicable laws. In addition to the privacy act, consideration must also be given to the District of Columbia Mental Health Information Act, D.C. Code 7 §1201.01 *et seq.* (2001) and the D.C. Preventative Health Services Amendment Act confidentiality law D.C. Code 7 § 302 (2001).

D. *Treatment Needs Assessment*

During the intake appointment the contractor shall conduct a treatment needs assessment for each offender. The needs assessment shall utilize the Addiction Severity Index (ASI) and shall be conducted by a qualified staff person (Traffic Alcohol Education Services, exempt). The Contractor is not required to complete a new ASI if the Government provides an ASI that was conducted within six months of the admission date. The needs assessment must include, at a minimum:

- A detailed description of the offender's/defendant's substance abuse history and any prior treatment experiences;
- A complete personal history including information related to the offender's education and vocational achievements and experiences; and
- Any other information which may be helpful in determining offender treatment needs.

Results of this assessment must be documented and maintained in the offender treatment file.

E. *Treatment Plan*

Within 14 business days of admission, the contractor shall develop an individualized treatment plan for each offender based on the results of the

treatment needs assessment and referral information provided by the Government. After the assessment has been conducted, the Contractor shall forward a copy of the treatment plan to the SCSO for approval that will include the exact services to be rendered with the next six months and the cost for each. The treatment plan must contain offender-specific goals and objectives as well as timeframes and strategies for completion of goals and objectives.

A signed and dated copy (with signatures of both the offender/defendant and contractor staff) of the treatment plan must be maintained in the offender treatment file.

At a minimum, treatment plans must be reviewed and re-assessed monthly. Treatment plans must also be updated and modified when major clinical changes occur or when major life, family, or social circumstances may complicate treatment. Evidence of monthly treatment plan reviews must be documented and maintained in the offender treatment file. This evidence shall be in the form of a signed and dated entry into the progress notes indicating a treatment plan review or in the form of a signed and dated revised treatment plan.

F. Progress Notes

The contractor shall record a progress note for each outpatient session that an offender/defendant receives. The notes shall be maintained in the SOAP format, and must contain an entry for each of the following areas: Subjective, Objective, Assessment, and Plan/Prognosis. Each progress note must be signed and dated by the contractor's staff.

All progress notes must be chronologically maintained in the HATS.

G. Contact Sheets

All contact with the CSO or other Government staff must be documented on the CSOSA Contact Form **(See Section J, Attachment No. 2)**.

All contact sheets must be chronologically maintained in the offender treatment file with the most recent sheet on top. This includes all telephone conversations, staffings, site visits, etc.

H. Monthly Progress Reports to the Community Supervision Officer

No later than the fifth (5^{th}) business day of each month the contractor shall submit a written monthly report to each offender's CSO. This information may be transmitted via facsimile. The report should discuss the offender's adjustment and response to treatment, progress towards goals and objectives in the treatment plan and any problems encountered during the month.

I. Urinalysis

The Government shall provide urinalysis results to the contractor in accordance with each offender's drug testing schedule. All positive urinalysis results will be reported to the contractor within 24 hours of discovery.

The Contractor shall observe the following screening levels for all CSOSA offenders:

Amphetamines/Methamphetamine	1000 ng/ml
Cocaine Metabolite	150 ng/ml
Marijuana	50 ng/ml
Methadone	300 ng/ml
Opiates	300 ng/ml
PCP	25 ng/ml
Alcohol	20 mg/dl
Creatinine	20 mg/dl

Results of all urinalysis tests must be maintained in the offender/defendant treatment file.

J. Compliance Problems

Within 24 hours of each occurrence, the contractor shall notify the CSO of any non-compliant behavior demonstrated by the offender. In the event that the CSO is unable to be reached, the contractor must contact the Supervisory CSO (SCSO). The notification shall be in writing and must include: the offender's name; date; time; a description of the behavior observed; the name of the CSOSA staff person to whom the incident was reported; the action taken by the contractor in response; and the name and telephone number of a person that can be contacted should the Government require additional information. The report must be signed and dated by the reporting staff member. This information may be transmitted via facsimile. Examples of non-compliant behavior include, but are not limited to, intoxication, suspicion of drug use, sexual activity, anti-social behavior, and lack of adequate participation in required treatment programming.

Copies of all non-compliance reports must be maintained in the defendants/offender file.

K. Discharge for Non-Compliance

The contractor shall discharge any offender/defendant who misses three consecutive treatment sessions without prior written approval of the CSO. A written discharge summary must be prepared and forwarded to the CSO within one business day. The discharge summary must contain the offender's name; the admission date; the discharge date; the length of stay in the program; and a

description of the circumstances under which the offender was discharged (including the dates of the missed sessions). This information may be transmitted via HATS.

The contractor shall notify the CSO via telephone prior to discharging any offender for any other act of non-compliance. **UPON RECEIVING THE CSO'S OR THE SCSO'S CONCURRENCE, THE CONTRACTOR MUST DISCHARGE THE OFFENDER WITH INSTRUCTIONS TO REPORT TO HIS/HER CSO IMMEDIATELY.** A written discharge summary must be prepared and forwarded to the CSO within one business day. The discharge summary must contain: the offender's name; the admission date; the discharge date; the length of stay in the program; and a description of the circumstances under which the offender was discharged; the name of the CSOSA staff person to whom the incident was reported; and the name and telephone number of a person that can be contacted should the Government require additional information. This information may be transmitted via HATS.

The discharge summary must be filed in the offender/defendant file.

Failure to provide timely notification of discharges may result in contract termination.

L. Discharge Planning

No later than 30 business days prior to the completion of the program, the contractor shall conduct a discharge planning staffing. The contractor must coordinate this staffing with the CSO (or his/her designee), the Treatment Specialist, and the offender. This discharge staffing must include: a review of the offender's progress on the treatment plan and recommendations for the next phase of treatment.

No later than 30 business days prior to completion of the program, the contractor must develop a written comprehensive aftercare/relapse prevention plan for each offender that summarizes the results of the discharge planning staffing and outlines recommendations for further treatment services.

No later than the date of discharge, the contractor must develop a written discharge report. The discharge report must contain: the offender's name; the admission date; the date of the discharge staffing; the persons in attendance for the discharge staffing; the discharge date; the length of stay in the program; a summary of the overall treatment experience; an aftercare/relapse prevention plan; and the name and telephone number of a person that can be contacted should the Government require additional information. This discharge summary must be forwarded to the CSO no later than five (5) days after discharge. This information may be transmitted via facsimile, U.S. mail and through HATS.

For those offenders who will be entering another treatment modality upon discharge, the contractor is required to forward a copy of the entire treatment file to the appropriate treatment provider. In accordance with CSOSA policy, the privacy act, and other applicable laws, the express written consent of the defendant/offender must be obtained in order to discharge his/her treatment information. CSOSA will provide the Contractor with the Consent for the Release of Sensitive Offender Information: Substance Abuse Treatment Waiver form **(See Section J., Attachment No. 3),** Consent for the Release of Sensitive Offender Information: HIV/AIDS and Tuberculosis Treatment form **(See Section J., Attachment No. 4).**The Government will provide the necessary contact information and forwarding instructions prior to the discharge date. The contractor is required to provide this information to the subsequent provider at the time of transfer or within 24 hours of a request from the Government.

The Contractor is required to maintain closed files for all offenders discharged from the program for a minimum of two years following the date of discharge. Files older than one year may be stored off-site, but must be available for inspection by the Government upon request.

M. Quality Assurance Program

The contractor shall comply with the Government's quality assurance requirements, which include, but are not limited to, annual compliance reviews (using CSOSA's Regulatory Compliance Site Review Instrument), announced and unannounced site visits, consumer surveys, corrective action planning and continuous quality improvement initiatives. The Contractor shall submit an Organization Application **(See Section J, Attachment No. 5)** and Treatment Provider Application **(See Section J, Attachment No. 6)** for each staff member providing direct services to CSOSA offenders.

The contractor shall maintain readily-available copies of the following information:

- A programming schedule and outline of services;
- Staff position descriptions;
- Resumes and certifications for direct services staff;
- Listing of agreements with other agencies for ancillary services;
- JCAHO or CARF certification (if applicable)
- Listing of agreements with other agencies for ancillary services;

- Liability Insurance
- Certificate of Occupancy (for each facility where services will be rendered);
- Organization Chart
- Most recent audit report; and

- Quality Assurance Plan and Continuous Quality Improvement Plan

N. Non-Business Hours Contact and Holiday Protocol

Non-Business Hours Contact
The contractor shall provide a twenty-four (24) hour coverage mechanism to ensure that each offender's primary counselor is available to respond to inquiries by the Government. A telephone answering machine is not acceptable.

Holiday Protocol
The contractor shall provide a plan for holiday protocol including any closures of administrative offices and schedule changes (e.g, group cancellations, etc.) no later than 14 business days prior to the holiday. This plan must be in writing and must be submitted to the referring analyst. This information may be transmitted via facsimile.

C.6 Facility Requirements

A. Zoning Requirements

The facility shall meet all local, state and federal requirements for zoning as well as fire prevention and safety. The contractor shall provide the Government with current verification of compliance with such regulations upon award.

B. Place of Performance

The contractor shall perform all services under this contract at the location(s) annotated in Section F.4.

For contractors who will be providing services in a CSOSA-operated facility, the following guidelines must be observed:

- The contractor shall provide all staff and materials required to conduct the services;
- The Government does not assume responsibility for any equipment, materials or supplies brought onto CSOSA-operated property;
- The contractor shall operate only in designated areas and shall return the room to the condition in which it was found (chairs, trash, paperwork, etc.)

- A sign in sheet must be submitted to CSOSA upon completion of each group.

C. Administrative Office

The contractor shall maintain an administrative office that shall operate, at a minimum, from 8:30 a.m. to 5:00 p.m. Monday through Friday, except for Federal holidays.

C.7 Certification and Accreditation Requirements

A. The contractor shall maintain certification by:
- The State of Maryland, Department of Health and Mental Hygiene and/or;
- The District of Columbia, Department of Consumer and Regulatory Affairs and/or;
- The Commonwealth of Virginia, Department of Mental Health, Mental Retardation and Substance Abuse Services.

B. Certification shall be maintained throughout the contract period of performance and shall comply with any subsequent revisions or additions to the certification standards for substance abuse programs.

C. The contractor shall follow state, county and local requirements for licensing, and all other applicable regulations regarding substance abuse treatment programs.

D. While Joint Commission on Accreditation of Health Care Organizations (JCAHCO) and Commission for Accreditation of Rehabilitation Facilities (CARF) certification is not a requirement of this contract, if at a future date one or both become a requirement for Government-funded treatment initiatives, the contractor will be required to meet such standards. If, however, the contractor already has certificates from either organization, a copy should be forwarded to the Government to be kept on file.

C.8 Personnel

A. Staffing Requirements

The Contractor's staff must consist of, at a minimum, one clinical supervisor and counselors/case managers to ensure a caseload ratio of no more than 25:1 for CSOSA offenders/defendants.

B. Clinical Supervisor

The clinical supervisor must possess a four-year degree and have a minimum of two (2) years of documented experience as a clinical supervisor. In the absence of a four-year degree, a CAC II (or other state-recognized equivalent) certification and five (5) years of documented experience as a clinical supervisor may be substituted.

C. Counselors/Case Managers/Group Facilitators

All Contractor staff providing direct treatment services (counselors/case managers/group facilitators) must possess a four-year degree or must hold a Certified Addiction Counselor (CAC or other state-recognized equivalent) certification with applicable experience in drug addiction treatment.

D. Clinical Supervision

The Contractor's staff shall receive regular clinical supervision by the clinical supervisor. This supervision should be evidenced by signatures of the clinical director on 20% of all CSOSA cases managed by each direct staff member.

E. Criminal Background Check

The Contractor shall ensure that all staff (direct and indirect), do not have a criminal record of felony convictions within the last five (5) years. Evidence of the background check and results must be maintained in the Contractor's personnel files.

F. Personnel Records

The Contractor shall maintain documentation that verifies that all staff persons possess adequate training to perform the duties for which they are assigned and meet all applicable requirements for certification and/or licensure.

Each personnel file must contain, at a minimum, a resume, a position description, the tour of duty, copy of the background investigation, copies of all applicable degrees and certificates, and a log of annual training received.

G. CSOSA Contract Requirements

The Contractor shall orient and direct all staff involved in the care of CSOSA offenders to CSOSA contract requirements, including but not limited to offender confidentiality, documentation, reporting requirements, and policies and procedures. Personnel records should demonstrate that each employee has been provided an orientation and overview of CSOSA contract requirements.

H. Personnel Changes

The Contractor shall notify the Government of all staff changes on a monthly basis via the monthly status report (see C.9).

I. Training

Contractor's staff should receive at least twenty (20) hours of job-related training per year, 10 of which must be provided by an external trainer.

J. Required Personnel Policies

The contractor shall have written personnel policies, available for review by the Government, including but not limited to:

- Orientation
- Staff training and development
- Affirmative action
- Standards of employee conduct
- Grievance and appeal procedures
- Employee performance evaluations
- Benefits
- Holidays
- Leave
- Hours of work
- Disciplinary procedures
- Termination
- Resignations

K. Special Requirements

The contractor shall possess the ability to provide services in Spanish and for the hearing impaired on an as needed basis. This requirement may be satisfied through the use of sub-contract staff. If the sub-contract staff changes, the Contractor shall notify the Government in writing of the new subcontractor within seven business days.

L. CSOSA Provider Documentation

The contractor shall provide information requested in the CSOSA Provider Application for each staff member providing direct services to CSOSA offenders. The Government shall provide the contractor with a copy of the Provider Application which can be duplicated as necessary.

C.9 Reporting Requirements

A. Required Reports

The contractor shall provide the following reports to the Government in accordance with the terms of this contract:

Report	Reference Section
Admission Notification	C.5B
Treatment Needs Assessment	C.5.D
Treatment Plan	C.5.E
Progress Notes in HATS	C.5.F

Contact Sheet	C.5.G
Monthly Progress Report to CSO	C.5.H
Positive Urinalysis Notification	C.5.I
Non-Compliance Report	C.5.J
Discharge Report in HATS	C.5.K and C.5.L
Discharge Plan	C.5.L
Unusual Incident Report	C.9.B
Monthly Program Status Report	C.9.B
Treatment Outcome Data	C.9.B

B. Report Descriptions

Unusual Incident Report

The contractor shall report unusual incidents to the Government via telephone within eight (8) hours, and in writing within five (5) calendar days of each occurrence. Incidents involving a particular offender must be reported to the CSO and the COTR. All other incidents must be reported to the COTR only. This information may be transmitted via facsimile or U.S. mail. An unusual incident is an event that affects staff (Government or contractor) or offenders which significantly differs from the regular routine or established procedures. Examples include but are not limited to:

- Death
- Injury
- Physical, sexual or verbal abuse of an offender/defendant by staff or other residents
- Staff negligence
- Fire
- Theft
- Destruction or loss of property, or sudden, serious problems in the facility
- Complaints from the offender or his/her family
- Requests for information from the media/press, attorneys or Government officials outside of CSOSA
- Offender behavior requiring attention of staff not usually involved in their care (hospitalization, etc.)

Monthly Status Report

The contractor shall furnish a monthly status report to the Government (not to be confused with the monthly status report to the CSO). The report shall accompany the monthly invoice submission. The report provides a summary of program activity and is designed to inform the Government of significant events, problems and changes associated with the progress of work. The report shall contain, at a minimum, the following information:

- Program identification information (contract name, contract number, date

of submission, period covered by the report).
- A brief statement of any job injuries or medical emergencies
- A brief narrative summarizing any major accomplishments, problems encountered or future plans
- Notification of all staff changes

All of the above-required topics shall be included as separate sections, however, the comment "none" or "no significant change" may be noted, as appropriate, for any given section. The report must be in writing and must accompany the monthly invoice submission. **Failure to submit this information with the invoice will result in invoice rejection.**

Treatment Outcome Data

The contractor shall submit treatment outcome data **(See Section J, Attachment No. 7)** to the Government. This report shall accompany the invoice and shall be formatted according to instructions found in section G.3 of this contract. The report must be in writing and must accompany the monthly invoice submission. The contractor shall submit monthly outcome data to the Government. This report shall accompany the invoice and shall be formatted according to instructions found in section G.3 of this contract. The report must be in writing and must accompany the monthly invoice submission. Failure to submit this information with the invoice will result in invoice rejection. Any errors in the outcome data will result in the submission being returned to the contractor with instructions to submit the corrected submission within 72 hours.

C.10 Government Furnished Information/Forms

A. Government Furnished Information/Forms

The Government shall provide the following information to the contractor in accordance with the terms of this contract:

Information/Form	Reference Section
Referral Package	C.5.A
Referral Package/Billing Authorization	C.5.A
Contact Sheet Form	C.5.G
CSOSA Organization Application	C.4.L
Discharge Plan	C.5.L
Consent for the Release of Sensitive Offender Information: Substance Abuse Treatment Waiver Form	C.5.L
Consent for the Release of Sensitive Offender Information:	C.5.L

Information/Form	Reference Section
HIV/AIDS and Tuberculosis Treatment Form	
CSOSA Provider Application	C.8.L
Treatment Outcome Data Format	C.9.B
CSOSA Treatment Monthly Invoice	G.3

B. Treatment Tracking Software and Training

Should the use of CSOSA sponsored computerized treatment tracking software become a requirement of this contract, the Government will supply the contractor with the required software and training on its use.

C.11 Progress of Client's Behavior

The contractor must have a method for evaluating the impact of services on the client's behavior. Assessments of the client's behavior should be conducted within 7 days of the client's arrival and 7 days prior to the client's completion of treatment.

SECTION D - PACKAGING AND MARKING

Preservation, packaging and packing for all items delivered hereunder shall be in accordance with commercial practice and adequate to insure acceptance by common carrier and safe arrival at destination. Payment of postage and related shipping and delivery fees associated with performance of this contract is the responsibility of the Contractor.

SECTION E - INSPECTION AND ACCEPTANCE

Refer to Section I, Contract Clauses, Paragraph I 1(a) for Inspection and Acceptance

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The period of performance shall begin on the effective date of the contract (see Block 3 of SF1449) and shall continue through December 31, 2003.

F.2 FAR 52.217-9, OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor for a period of one year or increments thereof; by written notice to the Contractor within 30 days of the date of expiration, provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government 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 five years.

F.3 FAR 52.217-8, OPTION TO EXTEND SERVICES (NOV 1999)

The Government 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 six months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration.

F.4 PLACE OF PERFORMANCE:

The Contractor shall perform all services under this contract at the location(s):

Contractor to fill in facility address below:

_____

_____

_____

_____

Contractor to fill in facility address below:

_____

_____

_____

_____

F.5 DELIVERABLES

Delivery of monthly reports specified in Section C.9 A., shall be made F.O.B. destination, within the consignee's premises, to:

Court Services and Offender Supervision Agency
633 Indiana Avenue, NW, Suite 1320
Washington, DC 20004-2902

F.6 PENALTIES

(a) **If the Contractor fails to perform the contracted services or is not in compliance with program standards as identified under the Quality Assurance Program, the Contractor shall pay to the Government a penalty equal to one day (unit) of treatment cost per person each day until such deficiencies have been corrected.**

The Government will automatically process the payment via a deduction from the subsequent invoice. As a result of this action, referrals may be placed on hold.

(b) The Government will notify the Contractor in writing within one business day of the site visit of each deficiency and the correction action necessary to comply.

(c) Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER

This contract will be administered by:

Elijah Anderson, Contracting Officer
CSOSA/Procurement Management Staff
633 Indiana Avenue, NW, Suite 888
Washington, DC 20004-2902
Ph. 202-220-5710
Fax 202-220-5711

The Contracting Officer(s) listed above is the only person authorized to direct the Contractor and obligate the Government. The Contractor shall notify the Contracting Officer(s) prior to providing any services that are outside of those required by the contract.

Any actions taken by the Contractor outside the terms and conditions of this contract shall be deemed to have been at the Contractor's convenience and therefore shall not obligate the Government to pay the Contractor for those efforts.

G.2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

A. Upon award, a Contracting Officer's Technical Representative (COTR) will be designated to coordinate the technical aspects of this contract and inspect items/services furnished hereunder; however, he shall not be authorized to change any terms and conditions of the resultant contract, including price.

B. The COTR is authorized to certify (but not to reject or deny) invoices for payment in accordance with Section I.1 below. The authority to reject or deny performance and associated invoice payment is expressly reserved for the

Contracting Officer.

C. The COTR for this contract is:

Kevin Linberger, Clinic Manager
CSOSA/Community Justice Programs/AOC
1900 Massachusetts Avenue, SE
Building #17
Washington, DC 20003

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACT TYPE

This is a firm fixed unit price, indefinite delivery, indefinite quantity contract. Services to be furnished under this contract shall be ordered by the placement of referral/task orders by the COTR. Such orders shall be issued in writing. Funds for services to be provided under this contract will be obligated by each delivery order.

Note: Payment is for services rendered only. That is, the Contractor shall not be compensated for services ordered by the Government for the treatment of an offender/defendant who does not appear for treatment.

H.2 MINIMUM AND MAXIMUM QUANTITIES/AMOUNTS

The Government makes no guarantees regarding the minimum and maximum monthly census that will be maintained under this contract.

H.3 PRICE REDUCTION

If at any time after the date of award, the Contractor makes a general price reduction in the comparable price of any article or service covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purposes of this provision, a "General Price Reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to the Contractor's customers generally, or (2) in the Contractor's list price for that class of customers (i.e., wholesalers, jobbers, retailers, etc.) which was used as the basis for submission of the offer resulting in the award of this contract. An occasional sale at the lower price, or sale of distressed merchandise at a lower price, would not be considered a "General Price Reduction" under this provision. The Contractor shall invoice the ordering office at such reduced prices indicating on the invoice that

the reduction is pursuant to the "Price Reduction" clause of this contract. The Contractor, in addition, shall, within 10 days of any general price reduction, notify the Contracting Officer of such reduction by letter. Failure to do so may result in termination of the contract, as provided in the "Default" clause in Section I. Upon receipt of any notice of a general price reduction, this contract will be modified accordingly.

H.4 ORDERING PROCEDURES

Funding for supplies or services to be provided under this contract will be obligated by each referral/billing authorization. Each authorization shall be issued in writing.

H.5 IDEMNIFICATION

A. Hold Harmless and Indemnification Agreement

The Contractor shall save and hold harmless and indemnify the Government 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 equipment or 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.

B. Government Liability

The Government shall not be liable for any injury to the Contractor's or subcontractor's personnel or damage to the Contractor's or subcontractor's equipment or property unless such injury or damage is due to negligence on the part of the Government and is recoverable under the Federal Torts Claims Act, or pursuant to other Federal statutory authority.

H.6 CONFIDENTIALITY

The Contractor shall not reveal, divulge, or disseminate any oral or written information obtained as a result of execution of this contract or performance of work hereunder.

H.7 PUBLICITY

Publicity releases, including media interviews, in connection with this contract shall not be made by the Contractor unless prior written approval has been received from the Contracting Officer.

SECTION I - CONTRACT CLAUSES

I.1 FAR 52.212-4, CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (February 2002)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and
(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics,

quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-
(i) Name and address of the Contractor;
(ii) Invoice date and number;
(iii) Contract number, contract line item number and, if applicable, the order number;
(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
(vi) Terms of any discount for prompt payment offered;
(vii) Name and address of official to whom payment is to be sent;
(viii) Name, title, and phone number of person to notify in event of defective invoice; and
(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
(x) Electronic funds transfer (EFT) banking information.
(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.
(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign

patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
(1) The schedule of supplies/services.
(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
(3) The clause at 52.212-5.
(4) Addenda to this solicitation or contract, including any license agreements for computer software.
(5) Solicitation provisions if this is a solicitation.
(6) Other paragraphs of this clause.
(7) The Standard Form 1449.
(8) Other documents, exhibits, and attachments.
(9) The specification.

I.2 FAR 52.212-5, CONTRACT TERMS AND CONDITINOS REQUIRED TO IMPLEMENT STATUES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (AUG 2000)

A. The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755); and

(2) 52.233-3, Protest After Award (31 U.S.C 3553).

B. The Contractor agrees to comply with the FAR clauses in this paragraph (B) which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402);

___ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

___ (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

X (5) 52.219-8, Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (15 U.S.C. 637 (d)(2) and (3));

___ (6) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4));

___ (7) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).

___ (8) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.).

___ (9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S. C. 2323).

___ (10) 52.219-26, Small Disadvantaged Business Program - Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (12) 52.222-26, Equal Opportunity (E.O. 11246).

X (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

X (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

___ (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

___ (16)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962©(3)(A)(ii)).

___ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(I)(2)©).

___ (17) 52.225-1, Buy American Act - Balance of Payments Program-Supplies (41 U.S.C. 10a-10d).

___ (18)(i) 52.225-3, Buy American Act-North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C. 10a - 10d, 19 U.S.C. 2112 note).

___ (ii) Alternate I of 52.225-3.

___ (iii) Alternate II of 52.225-3.

___ (19) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (20) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

___ (21)52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

___ (22) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

X (23) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).

___ (24) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (31 U.S.C. 3332).

___ (25) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

___ (26) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

___ (27)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

___ (ii) Alternate I of 52.247-64.

C. The Contractor agrees to comply with the FAR clauses in this paragraph (C), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

X (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

X (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

D. Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

E. Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

1) 52.222-26, Equal Opportunity (E.O. 11246);
2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.)

I.3 52.232-19, AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond **December 31, 2003**. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond **December 31, 2003**, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

SECTION J - LIST OF ATTACHMENTS

Attachment No. 1, Referral Package/Billing Authorization, C.5 A,
Attachment No. 2, CSOSA Contact Sheet Form, C.5 G,
Attachment No. 3, Consent for the Release of Sensitive Offender Information: Substance Abuse Treatment Waiver form, C.5. L,
Attachment No. 4, Consent for the Release of Sensitive Offender Information: HIV/AIDS and Tuberculosis Treatment form, C.5 L,
Attachment No. 5, Organization Application, C.5.M.,
Attachment No. 6, Provider Application, C.5.M,
Attachment No. 7, Treatment Outcome Data Format, C.9 B,
Attachment No. 8, CSOSA Treatment Monthly Invoice, G.3.A.(3),
Attachment No. 9, ACH Electronic Transfer Payment Form.

Court Services and Offender Supervision Agency
for the District of Columbia
Community Supervision Services
Substance Abuse and Treatment Branch

MEMORANDUM

To: Financial Officer
Contractor's Name
Contract Number

Thru: CSOSA Contracting Officer's Technical Representative

From: CSOSA Referring Analyst

Date: Date

Subject: Referral Packages/Billing Authorization

Enclosed please find referral packages for CSOSA clients in need of services from (Contractor's Program). The length of stay for each offender **shall not exceed 120** days.

You are required to complete the attached admission confirmation within 24 hours of the scheduled admission date. The admission confirmation must be faxed back to the CSOSA Referring Analyst on (202) 585-7502.

Name/ PDID	Date of Admission	Discharge Date Shall Not Exceed	Pick Up Location/Time	Obligation/ Invoice Shall Not Exceed
Doe, John PDID: 555-555	02-27-02	05-28-02	AOC	$7,380.00
TOTAL				**$7,380.00**

300 Indiana Avenue, NW, 2044, Washington, DC 20001
Voice: (202) 585-7321 Fax: (202) 585-7502
ATTACHMENT No. 1

CSOSA CONTACT FORM

Date	Person Contacted	Telephone or In-person	Brief Description of Conversation

ATTACHMENT No. 2

Court Services and Offender Supervision Agency for the District of Columbia

COMMUNITY SUPERVISION SERVICES

CONSENT FOR THE RELEASE OF SENSITIVE OFFENDER INFORMATION: SUBSTANCE ABUSE TREATMENT

I, _____, hereby consent to communication between
(Name of offender)

_____ and
(Treatment program)

the Court Services and Offender Supervision Agency for the District of Columbia regarding the

following information: _____
(Nature of the information, as limited as possible)

_____

The purpose of and need for the disclosure is to inform the criminal justice agencies listed above of my attendance and progress in treatment. The information to be disclosed is limited to my diagnosis, my attendance or lack of attendance at treatment sessions, my cooperation with the treatment program, prognosis, and

_____

_____

I understand that this consent will remain effective and cannot be revoked by me until:

_____ There has been a formal and effective termination or revocation of probation, or parole, or other proceeding under which I was mandated into treatment, or

_____ _____
(other time when consent can be revoked and/or expires)

I also understand that any disclosure made as a result of this authorization is bound by Part 2 of Title 42 of the Code of Federal Regulations governing confidentiality of alcohol and other drug abuse patient records and that the recipient of this information may redisclose it only in connection with their official duties.

_____ _____
Signature of Offender/ Date Signed Witnessed By/ Date Signed

_____
Offender's Date of Birth

_____
Offender's DCDC Number

_____
Offender's PDID Number

Court Services and Offender Supervision Agency for the District of Columbia

COMMUNITY SUPERVISION SERVICES

CONSENT FOR THE RELEASE OF SENSITIVE OFFENDER INFORMATION: HIV/AIDS AND TUBERCULOSIS TREATMENT

I, _____, hereby consent to communication between
(Name of offender)

_____ and
(Treatment program)

the Court Services and Offender Supervision Agency for the District of Columbia regarding the following information: _____
(Nature of the information, as limited as possible)

_____

The purpose of and need for the disclosure is to inform the criminal justice agencies listed above of my attendance and progress in treatment. The information to be disclosed is limited to my diagnosis, my attendance or lack of attendance at treatment sessions, my cooperation with the treatment program, prognosis, and

_____

_____

I understand that this consent will remain effective and cannot be revoked by me until:

_____ There has been a formal and effective termination or revocation of probation, or parole, or other proceeding under which I was mandated into treatment, or

_____ _____
(other time when consent can be revoked and/or expires)

I also understand that any HIV/AIDS disclosures made as a result of this authorization are bound by D.C. Code § 6-1204 governing confidentiality of HIV/AIDS patient records and that this information may not be redisclosed by the recipient without my additional written consent.

_____ _____
Signature of Offender/ Date Signed Witnessed By/Date Signed

_____
Offender's Date of Birth

_____
Offender's DCDC Number

_____
Offender's PDID Number

ATTACHMENT No. 5

Court Services and Offender Supervision Agency for the District of Columbia

Office of Community Justice Programs

ORGANIZATIONAL APPLICATION

Section I:

Legal Name of Organization: _____

Billing Address: _____

Telephone: _____ Fax: _____

Contact Person: _____

Type of Organization: _____Non-Profit _____For-Profit

Services Offered (check all that apply):
Note: Indicate specifically CSOSA capacity!

❒ Detoxification: _____Men _____Women _____ Capacity

❒ 28-day Residential: _____Men _____Women _____Capacity

❒ Residential: _____Men _____Women _____Capacity

❒ Outpatient: _____Men _____Women _____Capacity

❒ Transitional: _____Men _____Women _____Capacity

❒ Sex Offender Assessment: _____Men _____Women _____Capacity

❒ Sex Offender Treatment: _____Men _____Women _____Capacity

❒ Halfway Back: _____Men _____Women _____Capacity

❒ Other: _____

Certification:
"I certify that I have reviewed this application and that, to the best of my knowledge and belief, all the information provided in this application is true."

_____ _____
Signature of Authorized Representative Date

_____
Print Name and Title

Organization Name:

Section II-Mission and Philosophy

In the box below, briefly define your organization's mission. Also, briefly discuss your organization's treatment philosophy and design.
Please attach a copy of your organization chart.

Organization:

Section III - Facility

Will the service(s) be physically located at the address given on the cover page of this application?

❒ YES ❒ NO

If "no", where will the service(s) be provided:

_____

(Street Address)

_____

(Street Address)

If you serve both men and women will they be located at the same facility?

❒ YES ❒ NO

If "no", where will the service(s) be provided:

_____

(Street Address) (Specify Males or Females)

_____

(Street Address) (Specify Males or Females)

Note: Please provide one (1) copy of the certificate of occupancy for all sites where services will be provided.

Does your organization have agreements/partnerships with other organizations to provide ancillary services (i.e. Education, Vocation, Health, HIV, Mental Health etc.) to offender(s)?

❒ YES ❒ NO

If "yes", please list the organizations, service provided **AND** attach a copy of the agreement:

_____

(Organization Name/Address/Telephone Number/Service Provided)

_____

(Organization Name/Address/Telephone Number/Service Provided)

_____

(Organization Name/Address/Telephone Number/Service Provided)

Are there any type(s) of clients your facility can not provide services to? ❒ YES ❒ NO

If "yes", please specify what type(s) of clients (i.e. handicap, Spanish-speaking, dual-diagnosed, etc.)

_____

Organization Name:

Does your organization have liability insurance?

❒ YES ❒ NO

Note: Please include a copies of your liability insurance.

Do you have any of the following accreditations?

- ❒ Joint Commission on Accreditation of Healthcare Organizations
- ❒ The Rehabilitation Accreditation Commission
- ❒ American Society of Addiction Medicine
- ❒ Addiction Prevention and Recovery Administration

Note: Please include copies of all accreditations.

Section IV: Financial

Does your organization have a minimum line of credit to support ninety (90) days of operating expense?

❒ YES ❒ NO

Does your organization have internal controls for safeguarding of patient or organizational funds?

❒ YES ❒ NO

Does your organization have a uniform budget of expected revenue and expenses approved by your governing authority?

❒ YES ❒ NO

Does your organization conduct an audit by an independent certified public accountant?

❒ YES ❒ NO

Note: Please include copies of your most recent audit report.

ATTACHMENT No. 6

Court Services and Offender Supervision Agency for the District of Columbia

Office of Community Justice Programs

TREATMENT PROVIDER APPLICATION

I. Applicant

Provider Name _____

Type of Provider _____

Street Address _____

City _____ *State* _____ *Zip* _____

Phone Home _____ *Phone Bus.* _____

Social Security Number _____ *Tax ID* _____

Medicare Provider Number _____ *Medicaid Provider Number* _____

II. Liability Insurance

Carrier _____ Policy # _____ Expiration Date _____

Coverage Amount
Per Account _____ Aggregate _____

III. Other Locations

If the applicant provides services at more than one location, please list below:

1. _____

2. _____

3. _____

IV. Licensure

Type of License _____ Lic # _____ State _____ Date of Issuance _____

Type of License _____ Lic # _____ State _____ Date of Issuance _____

Please submit copies of all licenses, operating certificates and correspondence regarding accreditations and approvals of staff providing direct treatment.

V. Education

School Name/City _____ Graduation Year_____
Degree: _____

Residency Location: _____ Yr. Completed _____

Board ___Certified ___Eligible Specialty: _____ Date: _____

Board ___Certified ___Eligible Specialty: _____ Date:_____

VI. Hospital Affiliations

Name_____ Active/Courtesy *(circle if applicable)* % Admissions_____

Name_____ Active/Courtesy *(circle if applicable)* % Admissions _____

Name_____ Active/Courtesy *(circle if applicable)* % Admissions _____

VII. Other Information:

(If you respond "yes" to any of the following questions, please provide a detailed summary of circumstances and present status on a separate sheet of paper and attach it to this application)

Have there been any malpractice judgements against the applicant within the past five years?
❒ YES ❒ NO

Have any malpractice suits against the applicant been settled out of court within the past five years?
❒ YES ❒ NO

Are there any malpractice actions pending against the applicant at this time?
❒ YES ❒ NO

Denial, restrictions, limitation, suspension or revocation of licensure to practice in any jurisdiction?
❒ YES ❒ NO

Any physical or mental conditions which may impair ability to practice within the scope of work and/or applied privileges, including current treatment for substance abuse?
❒ YES ❒ NO

Denial, suspension, or reduction of Medicaid or Medicare privileges?
❒ YES ❒ NO

Any pending felony or misdemeanor charges?
❒ YES ❒ NO

I, the undersigned, hereby attest and certify that the information given in or attached to this application is accurate and represents my current level of training, experience, and competence to provide services at the level requested. I understand that any misstatements in or omissions from this application shall constitute cause for summary dismissal. I further agree to promptly report any changes in this application information. I release from all liability those entities and persons who provide such information in good faith and without malice. I have read and understand the credentialing and other requirements listed in this application and agree to abide by same to continue participation in the CSOSA programs.

_____ _____

Signature Date

PLEASE REMEMBER TO ATTACH COPIES OF (A) ALL STATE LICENSES; (B) MALPRACTICE FACE SHEET; IN ADDITION, ATTACH (C) A CURRENT CURRICULUM VITAE/WORK HISTORY; AND (D) A LISTING OF CME CREDITS.

Court Services and Offender Supervision Agency
for the District of Columbia
Office of Community Justice Programs

Contractor Name:_____ Contract Number:_____

Program Address:_____

Treatment Modality:_____

Submitted By:_____ Telephone Number:_____

Treatment Outcome Data

For the Month of _____ Year_____

Instructions: *Please fill in the appropriate numbers.*
Submit attached to your invoice and monthly status report.

A. Total Number at End of Previous Month	
Total Referrals	
Minus No-Shows **(list names on a separate sheet)**	
B. Total Admissions	
C. Successful Program Completions (list names on separate sheet)	

633 Indiana Avenue, NW, Suite 1320, Washington, DC 20004-2902
Voice: (202) 220-5310 Fax: (202) 220-5316

D. Unsuccessful Program Completions (list names on separate sheet)	
discharge for non-compliance	
dropout against clinical advice	
absconded	
re-arrested/remanded	
hospitalized	
other	
Still Active at the end of the month (A+B)-(C+D)=	

Revised 3/02

Court Services and Offender Supervision Agency for the District of Columbia

Office of Community Justice Programs

CSOSA TREATMENT MONTHLY INVOICE

Contractor Name : _____

Contractor Address : _____

_____

Contract Number : _____

Tax ID Number : _____

Document Control Number (DCN) : _____

Invoice Number : _____

Date of Submission : _____

Month Billed For : _____

Services Rendered

Offender Name	PDID Number	Admission Date	Discharge Date (or Projected Discharge Date)	Unit Cost	Units Received	Total Client Cost
Total Monthly Charges						

633 Indiana Avenue, NW, Suite 1320, Washington, DC 20004-2902
Voice: (202) 220-5310 Fax: (202) 220-5316

ATTACHMENT No. 8

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

OMB No. 1510-0056
Expiration Date 06/30/93

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY
Court Services & Offender Supervision Agency for the District of Columbia

AGENCY IDENTIFIER:	AGENCY LOCATION CODE (ALC):	ACH FORMAT: ☒ CCD+ ☐ CTX ☐ CTP

ADDRESS:
633 Indiana Avenue, NW, Suite 1370

CONTACT PERSON NAME:	TELEPHONE NUMBER:
Sharon Humphries	(202) 220-5714

ADDITIONAL INFORMATION:

PAYEE/COMPANY INFORMATION

NAME	SSN NO. OR TAXPAYER ID NO

ADDRESS:

CONTACT PERSON NAME:	TELEPHONE NUMBER:

FINANCIAL INSTITUTION INFORMATION

NAME:

ADDRESS:

ACH COORDINATOR NAME:	TELEPHONE NUMBER:

NINE-DIGIT ROUTING TRANSIT NUMBER:

DEPOSITOR ACCOUNT TITLE:

DEPOSITOR ACCOUNT NUMBER	LOCKBOX NUMBER

TYPE OF ACCOUNT:
☐ CHECKING ☐ SAVINGS ☐ LOCKBOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL: (Could be the same as ACH Coordinator)	TELEPHONE NUMBER:

SECTION K - REPRESENTATIONS AND CERTIFICATIONS

Note: The Offeror must complete the following section and return it to the Government with their offer.

K.1 FAR 52.212-3, OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (DEC 2001)

a) **Definitions.** As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.
"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.
"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(1) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

b) **Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).** (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) 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 the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) *Taxpayer Identification Number (TIN).*

[ ] 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.

(4) *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 _____.

(5) *Common parent.*

[ ] Offeror is not owned or controlled by a common parent:
[ ] Name and TIN of common parent:
Name _____
TIN _____

c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) *Veteran-owned small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.*] The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it [ ] is, [ ] is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [*Complete only if the offeror is a women-owned business concern and did not represent itself as a*

small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it [ ] is, a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

_____

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. *[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) [*Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).*] The offeror represents as part of its offer that it [ ] is, [ ] is not an emerging small business.

(ii) [*Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).*] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	**Average Annual Gross Revenues**
50 or fewer	$1 million or less
51-100	$1,000,001-$2 million
101-250	$2,000,001-$3.5 million
251-500	$3,500,001-$5 million
501-750	$5,000,001-$10 million
751-1,000	$10,000,001-$17 million
Over 1,000	Over $17 million

(9) [*Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.*]

(i) *General.* The offeror represents that either-

(A) It [ ] is, [ ] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [ ] has, [ ] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:* _____.]

d) Representations required to implement provisions of Executive Order 11246 –

(1) *Previous contracts and compliance.* The offeror represents that --
(i) It [ ] has, [ ] has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
(ii) It [ ] has, [ ] has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --
(i) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
(ii) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

e) **Certification Regarding Payments to Influence Federal Transactions** *(31 U.S.C. 1352).*

(Applies only if the contract is expected to exceed $100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

f) **Buy American Act - Balance of Payments Program Certificate.** (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act - Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause of this solicitation entitled "Buy American Act - Balance of Payments Program--Supplies") and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[*List as necessary*]

(2) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

g)

(1) *Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act -- North American Free Trade Agreement Israeli Trade Act -- Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act -- North American Free Trade Agreement Israeli Trade Act -- Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program":

NAFTA Country or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[*List as necessary*]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[*List as necessary*]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-North American Free Trade Agreements-Israeli Trade Act-Balance of Payments Program Certificate, Alternate I (Feb 2000).* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program":

Canadian End Products:

Line Item No.:_____

[List as necessary]

(3) *Buy American Act-North American Free Trade Agreements-Israeli Trade Act-Balance of Payments Program Certificate, Alternate II (Feb 2000).* If Alternate II

to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program'':

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[*List as necessary*]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled ``Trade Agreements.''

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

Line Item No.:	Country of Origin:

[*List as necessary*]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

h) **Certification Regarding Debarment, Suspension or Ineligibility for Award** *(Executive Order 12549)*. The offeror certifies, to the best of its knowledge and belief, that –

(1) The offeror and/or any of its principals [ ] are, [ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) [ ] Have, [ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and [ ] are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

i) **Certification Regarding Knowledge of Child Labor for Listed End Products** *(Executive Order 13126). [The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]*

(1) Listed End Product

Listed End Product	Listed Countries of Origin:

(2) Certification. *[If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

SECTION L – INSTRUCTIONS TO OFFERORS

L.1 FAR 52.212-1, Instructions to Offerors – Commercial Items (Oct 2000)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

1) The solicitation number;
2) The time specified in the solicitation for receipt of offers;
3) The name, address, and telephone number of the offeror;
4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
5) Terms of any express warranty;
6) Price and any discount terms;
7) "Remit to" address, if different than mailing address;
8) A completed copy of the representations and certifications at FAR 52.212-3;
9) Acknowledgment of Solicitation Amendments;
10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the

Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government 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 Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government 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 that accepting the late offer would not unduly delay the acquisition; and— (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or C) If this solicitation is a request for proposals, it was the only proposal received. (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government 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 Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, 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 Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. 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 the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of requirements documents cited in the solicitation.*
(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the—

Department of Defense Single Stock Point (DoDSSP)

Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094
Telephone (215) 697-2667/2179
Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.
(ii) Order forms, pricing information, and customer support information may be obtained-- (A) By telephone at (215) 697-2667/2179; or (B) Through the DoDSSP Internet site at http://assist.daps.mil.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to offers exceeding $25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dunn and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at http://www.customerservice@dnb.com. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

SECTION M – EVALUATION CRITERIA

M.1 FAR 52.212-2, EVALUATION – COMMERCIAL ITEMS (JAN 1999)

a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

(1) Technical Capability of the Services Offered to Meet the Government Requirement;
(2) Price; and
(3) Past Performance.

Note: Technical and past performance, when combined, are more important than price.

b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

M.2 REFERENCES

The Offeror must provide at least **five** references to which similar services being offered have been provided during the past three years. Reference information must include point-of-contact name, company name, address, phone number, description of contract or service performed, dollar value, and period of performance. The Government will be contacting these references for past performance information.

M.3 PROPOSAL SUBMISSION

One original and three copies of the technical and cost proposal under separate cover must be submitted by no later than 1:00 p.m., local time on **MAY 12, 2003**, to:

Elijah Anderson, Contracting Officer
Court Services and Offender Supervision Agency
633 Indiana Avenue, NW, Suite 887B
Washington, DC 20004-2902

PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL BE DEEMED LATE AND NOT CONSIDERED FOR AWARD.