UNITED STATES PROBATION OFFICE
NORTHERN DISTRICT OF IOWA

ROBERT J. ASKELSON
CHIEF U.S. PROBATION OFFICER

MEMORANDUM

To: All Blanket Purchase Agreement (BPA) Offerors

cc:

From: John Zielke, Deputy Chief U.S. Probation Officer

Re: Amendment to FY 2010 Solicitation

Date: August 24, 2009

The purpose of this memorandum is to advise that there have been some amendments to the FY 2010 Solicitation documents. It appears that our Administrative Office is requiring language in the Request for Proposals (RFP's) to be added or amended. The first amendment incorporates additional/amended requirements and terms and conditions to the (RFP). These changes are attached in Sections C, F, G, and H of the RFP. It does not appear that these are major changes, but are informational in content and should be reviewed in preparing your proposal. The second amendment is a slight change in language to our "local needs." These are substantially the same, but again, should be reviewed before submitting your proposals. The last change is that the receipt of proposals has been extended to September 8, 2009, at 4:30 p.m.

On the attached Amendment of Solicitation/Modification of Contract (Standard Form 30), please complete sections 15A, 15B, and 15C, with your name, signature, and date. Feel free to contact either our Drug and Alcohol Treatment Specialists (Matt Warren and Ronica Mork) or Mental Health Specialist (Brian Draves) if you have any questions regarding these changes.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF PAGES
	1	5

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
Amendment No. 1	08/25/2009		

6. ISSUED BY CODE

Robert J. Askelson
Chief U.S. Probation Officer
4200 C Street SW
Cedar Rapids, IA 52404

7. ADMINISTERED BY (If other than Item 6) CODE

Ronica Mork
Sr. U.S. Probation Officer
320 6th St.
Sioux City, IA 51101

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

To all offerors

CODE | FACILITY CODE

(X) **9A. AMENDMENT OF SOLICITATION NO.** ☒ 0862-10-07

9B. DATED (SEE ITEM 11) Aug 4, 2009

10A. MODIFICATION OF CONTRACT/ORDER NO. ☐

10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
☒	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☐	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment is as follows:
1) To amend the RFP to incorporate the additional/amended requirements and terms and conditions in the attached pages.
2) To amend the "Local Needs" in Section C (see attached).
3) To extend receipt of proposals to September 8, 2009, at 4:30 p.m.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

SECTION C: - Statement of Work

In the section entitled "Substance Abuse Intake Assessment Report (2011)," the last paragraph is hereby deleted in its entirety and revised to read as follows:

Substance Abuse Intake Assessment Report (2011)

The comprehensive diagnostic interview report shall not be a synopsis and/or overview of the presentence report, pretrial services report, or any other instructional progress reports provided by the USPO/USPSO to the vendor for background information.

All remaining paragraphs in this section remain unchanged.

In the section entitled, "Deliverables," paragraph a.(1)(f) is hereby deleted in its entirety and revised to read as follows:

a. Defendant/Offender Records and Conferences

(1) File Maintenance

(f) Keep all defendant/offender records for three years after the final payment is received for Government inspection and review, except for litigation or settlement of claims arising out of the performance of this agreement, which records shall be maintained until final disposition of such appeals, litigation, or claims.

In the section entitled, "Deliverables," paragraph b.(1) "Disclosure" is hereby deleted in its entirety and revised to read as follows:

b. Disclosure

The vendor shall:

(1) Protect **CONFIDENTIAL** records from disclosure except in accordance with item number b.(2), (3), (4), and (5), (6), and (7) below.

In the section entitled "Deliverables, paragraph c.(1)(d) discussing "Chronological Notes," is replaced in its entirety as follows:

(d) Accurately reflect the defendant's/offender's treatment progress, sessions attended, and changes in treatment.

In the section entitled "Deliverables," paragraph d.(2) of "Case Staffing Conference" is hereby deleted in its entirety and revised to read as follows:

d. Case Staffing Conference

(2) Meet with the USPO/USPSO face-to-face or via a telephone conference at least every 30 days to discuss the defendant's/offender's progress in treatment.

In the section entitled "Deliverables," paragraph f. "Vendor Testimonty" is hereby deleted in its entirety and revised to read as follows:

f. Vendor Testimony

The vendor, its staff, employees, and/or subcontractors shall:

(1) Appear or testify in legal proceedings convened by the federal court or Parole Commission only upon order of the federal court with jurisdiction, and
   (i) a request by the, United States Probation and/or Pretrial Services Offices, United States Attorney's Offices, or United States Parole Commission, or
   (ii) In response to a subpoena.

(2) Provide testimony including but not limited to a defendant's/offender's: attendance record; drug test results; general adjustment to program rules; typ and dosage of medication; response to treatment; test results; and treatment programs.

(3) Receive reimbursement for subpoenaed testimony through the Department of Justice based on its witness fee and expense schedule.

(4) Receive necessary consent/release forms required under federal, state, or local law from the Government.

(5) Not create, prepare, offer, or provide any opinions or reports, whether written or verbal that are not required by this statement of work and the treatment program unless such action is approved in writing by the Chief US Probation Officer or Chief US Pretrial Services Officer.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 Provision of services to Federal Offenders and Defendants (Mandatory Requirements)

Subparagraphs e. and f. are added in their entirety as follows:

e. The contractor shall not tell defendants or offenders to misrepresent or withhold information regarding the treatment provider of the treatment services received in response to questions posed by the USPO/USPSO or other government or law enforcement agencies authorized to make such inquiries.

f. If the vendor offers or provides a treatment program with a religious-based component [for example, Alcoholics Anonymous (AA), Narcotics Anonymous (NA), Cocaine Anonymous (CA)] to defendants or offenders, the vendor shall also offer or provide an alternative secular program that is the same or similar, but without any religious-based component.

Paragraph F.2 is hereby deleted in its entirety and revised to read as follows:

F.2 The vendor shall perform and comply with the mandatory requirements set forth in Sections C, E, F, and G of this contract or agreement. A vendor's noncompliance or

failure to do so shall be the basis for termination of the contract of agreement.

SECTION G - AGREEMENT ADMINISTRATION DATA

G.3. Invoices (Mandatory Requirement)

Subparagraph f. is replaced in its entirety as follows:

f. The vendor may include the "No-Show" factor in the unit price charged for the following services: The vendor shall not include a charge for a "No-Show" as a separate item.

(1) PC 1010	(12) PC 5012	(23) PC 6022
(2) PC 2010	(13) PC 5020	(24) PC 6028
(3) PC 2011	(14) PC 5021	(25) PC 6030
(4) PC 2020	(15) PC 5022	(26) PC 6032
(5) PC 2030	(16) PC 5023	(27) PC 6090
(6) PC 2040	(17) PC 5025	(28) PC 6091
(7) PC 2080	(18) PC 5030	(29) PC 2000
(8) PC 2090	(19) PC 6010	(30) PC 6000
(9) PC 4010	(20) PC 6012	(31) PC 7013
(10) PC 5010	(21) PC 6020	(32) PC 7023
(11) PC 5011	(22) PC 6021	

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

SECTION H - SPECIAL AGREEMENT REQUIREMENTS

Paragraph H.3 entitled "Government Furnished Property" is hereby added in its entirety as follows:

H.3 Government Furnished Property - (JAN 2003)

No material, labor, or facilities by the Government unless otherwise provided for in this solicitation. The Chief Probation Officer or Chief Pretrial Services Officer may furnish Government-owned telephone answering equipment, fax machines, and/or onsite drug-detection devices called noninstrumented drug tests to a contractor if such equipment will improve the frequency of urine collection in the district. The equipment shall be used only for a random urine collection program.

All other terms and conditions of the solicitation remain unchanged.

*APPROVED LOCAL NEEDS-NORTHERN DISTRICT OF IOWA

*1010 URINE COLLECTION

1. The vendor shall operate a code-a-phone system for random urine collections. Each vendor must generate their own random call in lists.

2. The vendor shall submit their monthly invoices using the Excel invoice software. This software will be supplied by the U.S. Probation Office and training will be provided as necessary.

3. The vendor shall provide urine collection services:
   a) between the hours of 8 a.m. and 4 p.m.
   b) at least five days per week.

*1012 SWEAT PATCH APPLICATION/REMOVAL

1. The vendor shall provide sweat patch application/removal services:
   a) between the hours of 8 a.m. and 4 p.m.
   b) at least five days per week.