

SECTION A**SOLICITATION / OFFER / ACCEPTANCE**

1. Solicitation No. 0864-22-2C02	2. Date Issued 07/08/2021	3. Award No.
4. Issued By: Sam Casselton U.S. Probation and Pretrial Services 300 South 4 th Street, Ste 406 Minneapolis, MN 55415	5. Address Offer To (if other than Item 4):	

SOLICITATION

6. Offers in original and 1 copies for furnishing the required services listed in Section B will be received at the place specified in Item 5, or if handcarried, in the depository located:
same
until 4:30 PM local time 08/12/2021.
(hour) (date)


7. For Information call: a. Name Sam Casselton	b. Telephone No. 612-664-5458
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OFFER

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

9. DISCOUNT FOR PROMPT PAYMENT 	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
10. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

SECOND CHANCE ACT SERVICES BPA – Solicitation

SECTION A. BACKGROUND

On April 9, 2008, the Second Chance Act (SCA) of 2007, Pub. L. No. 110-199, was enacted. Section 253 of the Act amended 18 U.S.C. § 3672 to authorize the Director of the Administrative Office of the U.S. Courts (AO) to contract for “treatment, equipment and emergency housing, corrective and preventative guidance and training, and other rehabilitative services designed to protect the public and promote the successful reentry of the offender into the community.” In October of 2008, the Judicial Administration and Technical Amendments Act of 2008, Pub. L. No. 110-406 (October 13, 2008) (JATAA), significantly enhanced courts’ ability to provide interventions for defendants and offenders under 18 U.S.C. 3672 and 3154(4). This expanded the authority for a wide array of interventions with which probation and pretrial services officers might mitigate specific risks and responsivity factors related to their caseloads.

The statute authorizes “providing necessary services to offenders ... in a manner that does not confer luxuries or privileges upon such offenders” (42 U.S.C. § 17501(a)(4)). Additionally, the Act shall not “be construed as creating a right or entitlement to assistance or services for any individual, program, or grant recipient” (42 U.S.C. § 17504). Congress intended the new authority to be exercised judiciously. Courts must be careful stewards of resources used under this authority.

SECTION B. SUPPLIES OR SERVICES AND OFFEROR'S PRICES

The United States District Court for the District of Minnesota is soliciting a vendor to provide mentoring services. A Vendor must be capable of providing services within a geographic area encompassing Ramsey County.

As a result of this solicitation the Government intends to enter into a Blanket Purchase Agreement (BPA). For this BPA, approximately 1 to 3 vendors are needed to provide the required services. The Government reserves the right to award to a single vendor.

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

Section B is generic and used nationwide to procure the particular needs of each U. S. Probation/Pretrial Services Office. For this solicitation, only those services under the Required Services column are being solicited. Offerors failing to provide offers for all fiscal years will be considered technically unacceptable.

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

An asterisk * indicates a requirement has been modified under Section C, letter (c), Local Needs Requirements.

Pricing Table for Services

Project Code	Estimated Monthly Quantity	Unit	Fiscal Year	Unit Price
3071 (Mentoring)	160 per month	30-minute session	2022	
			2023	
			2024	

SECTION C. DESCRIPTION/STATEMENT OF WORK (SOW)

PROVISION OF SERVICES

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

Project Code 3071 - Mentoring - Unit: per 30 minute session

This service is provided **by licensed/certified/credentialed individuals** who possess the recognized **credentials/qualifications** of and fulfills the standards of practice established by his/her professional regulatory body for the purpose of that field.

The vendor shall:

- Provide a mentor training component that (1) enhances mentors' knowledge of the criminal justice system, (2) acquaints mentors with appropriate governing policies and procedures of U.S. Probation and Pretrial Services, (3) develops and improves mentors' interpersonal communication skills to enhance their effectiveness as mentors, (4) increases awareness and sensitivity of victim-related issues, (5) provides information and referral procedures to other agencies/organizations, and (6) enhances the level of professionalism and adherence to accepted ethical standards of practice;
- Match offenders with trained, screened, and appropriate mentors who will be primarily responsible for supporting the offender in the work place and assist with the many challenges they face (i.e. education/vocation, gang-intervention parenting, community living, etc.). Mentors will offer offenders support, encouragement, and guidance toward improved life skills and positive choices. The objective of this service is to help offenders begin new lives that are self-respecting, self-supporting, and crime-free.
- Specify the number of hours mentors will engage with each offender, and how the engagement aligns with the goals of the intervention. Hours and/or frequency should decrease gradually consistent with goal attainment.
- Provide a monthly report documenting services rendered.

- That the vendor contacts the USPO/USPSO within 24 hours if the client fails to report for appointments or fails to participate, and that any such conduct is documented in writing to the USPO/USPSO.

The client's signature is required before releasing any information regarding the client or the defendant's/offender's services and progress to the USPO/USPSO. The vendor shall obtain the client's and USPO/USPSO's signature prior to the client's first appointment with the service/treatment provider. The authorization to **release confidential information** shall be captured on the [Probation Form 11G](#) and/or [PSA Form 6](#).

Below are the vendor's **staff requirements and restrictions**. Failure to comply with the terms and conditions below could result in termination of this contract.

- The vendor shall advise of any current staff member currently under pretrial services, probation, parole, mandatory release, or supervised release (federal, state, tribal or local) and the nature of the offense to the USPO/USPSO. Mentors themselves may **not** be under active supervision nor be under criminal justice authority.
- The vendor and its employees shall:
 - Avoid compromising relationships with defendants/offenders;
 - Report any such improprieties or the appearance thereof immediately to the USPO/USPSO or designee; and
 - Report to the USPO/USPSO or designee any investigations, pending charges, arrests and/or convictions related to a criminal offense by staff performing services under this contract within 48 hours of obtaining such knowledge.
- The vendor shall notify the USPO/USPSO in writing of any staff changes and provide documentation of any required licensing, certification, experience, and education requirements.

Concerning the defendant/offender files, records and conferences, the vendor shall:

- Maintain a secure filing system of information on all defendants/offenders to whom the vendor provides services under this contract. If information is maintained electronically, the vendor shall make a hard copy of all files available for review immediately upon request of the USPO/USPSO or designee.
- Segregate client files from other vendor records. This will facilitate monitoring and promote client confidentiality.

- Keep a separate file for each client.
- Create a separate file when a client on pretrial services supervision is sentenced to probation supervision, but continued in services with the vendor. The vendor may copy any information relevant from the pretrial services file and transfer it into the probation file, except for information covered under the Pretrial Services Confidentiality Regulations. The vendor and its subcontractors are authorized to access criminal history information available in pretrial services or probation records that have been provided by the USPO/USPSO. This information is provided solely for the purpose of providing services under this contract. Any unauthorized re-disclosure of this information may result in termination of this contract.
- Keep all client records for three years after the final payment is received for Government inspection and review, except for the following:
 - Appeals under subsection 4. Disputes, in Section I, or
 - Litigation or settlement of claims arising out of the performance of this contract, until final disposition of such appeals, litigation, or claims.
- At the expiration of the performance period of this contract, the vendor shall provide the USPO/USPSO or designee a copy of all client records that have not been previously furnished, including copies of chronological notes. **Chronological notes** should:
 - Record all contacts (e.g., face-to-face, telephone) with the client including collateral contacts with employers, USPO/USPSO and others. Records shall document all notifications of absences and any violation behavior.
 - Be current and available for review by the USPO/USPSO or designee and by the Office of Probation and Pretrial Services (OPPS) at the Administrative Office.
 - Chronological notes shall be legible and up-to-date

To meet the **disclosure requirements** for this project code, the vendor shall disclose client records upon request of the USPO/USPSO as well as make its staff available to the USPO/USPSO to discuss issues of a client. The government agrees to provide any necessary consent forms that the federal government or federal, state or local law requires for information the probation or pretrial services officer would seek from the vendor (e.g., Probation Form 11G and/or PSA Form 6). The vendor shall ensure that all persons having access to or custody of client records follow the disclosure and confidentiality requirements of this contract and all applicable state and federal law. The vendor shall notify USPO/USPSO immediately upon receipt of legal process requiring disclosure of client records.

The vendor shall not disclose “pretrial services information” concerning pretrial services clients. “Pretrial services information,” as defined by the “Pretrial Services Confidentiality Regulations,” is “any information, whether recorded or not, that is obtained or developed by a pretrial services officer (or a probation officer performing pretrial services duties) in the course of performing pretrial services.” Pretrial Services Confidentiality Regulations, §2A.

Generally, any information developed by an officer performing pretrial services that is shared with the vendor will be confidential pretrial services information. Only a judicial officer or a Chief USPO/USPSO may authorize disclosure of pretrial services information to a third party pursuant to the Pretrial Services Confidentiality Regulations. Any doubts about whether a potential disclosure concerns pretrial services information must be resolved by consultation with the USPO/USPSO.

The vendor and its subcontractors are authorized to access criminal history information available in pretrial services or probation records that have been provided by the USPO/USPSO. This information is provided solely for the purpose of providing services under this contract. Any unauthorized re-disclosure of this information may result in the termination of this contract.

The price of **case staffing conferences** and consultations are included in the unit prices listed in each project code description. Upon USPO/USPSO referral of a client to the vendor, the vendor shall consult and meet as requested by the USPO/USPSO.

Vendor reports shall include specific/measurable goals and objectives with target completion dates that are periodically reviewed. The reports should provide a written recommendation as to whether or not a client's services shall be continued or terminated. If the vendor recommends service termination, the vendor shall provide a reason for this recommendation in the written report (i.e., whether the client responded to vocational treatment/service and is no longer in need of services, or whether the client failed to respond to program interventions).

The vendor, its staff, employees and/or subcontractors shall provide **vendor testimony** by:

- Appearing or testifying in legal proceedings convened by the federal court or Parole Commission only upon order of the federal court with jurisdiction, and a request by the United States Probation and Pretrial Services Offices, United States Attorney's Offices, or United States Parole Commission, or in response to a subpoena.
- Providing testimony including but not limited to a client's: attendance record; general adjustment to program rules; type and frequency of services; and response to services;

The vendor shall receive reimbursement for subpoenaed testimony through the Department of Justice based on its witness fee and expense schedule. The vendor must

receive the necessary consent/release forms required under federal, state or local law from the Government.

The vendor shall not create, prepare, offer, or provide any opinions or reports, whether written or verbal that are not required by this statement of work unless such action is approved in writing by the Chief US Probation Officer or Chief US Pretrial Services Officer.

Deliverable(s):

- **Monthly Progress Report**, (Probation Form 46R). The monthly progress reports shall be typed reports submitted along with the monthly invoice and any other required supporting documents for the month for which the vendor is invoicing. The report shall:
 - Summarize client's activities during the month, lists attendance dates, and accompanies the monthly invoice.
 - Document client progress (e.g., adjustment, responsiveness, significant problems, employment).
 - Reflect any changes in the contract and probation form 45/program plan.

File Content:

The vendor's file on each defendant/offender shall contain the following records:

(1) **Chronological notes** that:

- (a) Record all contacts (e.g. face-to-face, telephone) with the defendant/offender including collateral contacts with family members, employers, USPO/USPSO and other. Records shall document all notifications of absences and any apparent conduct violating a condition of supervision occurs.

(2) **Program Plan** (Probation Form 45) that:

- (a) Identifies vendor services to be provided to the defendant/offender and billed to the Judiciary under the terms of agreement, and co-payments due by the defendant.
- (b) USPO/USPSO shall amend the Program Plan (Probation Form 45) when changing the services the vendor shall perform, their frequency, or other administrative changes (e.g. co-payment amounts) and upon termination of services.

- (3) **Amended Program Plan (Probation Form 45)** (if applicable) that USPO/USPSO prepares:
 - (a) During or immediately following the case staffing conference, or any other changed circumstance if service delivery changes from existing Program Plan (Probation Form 45).
 - (b) To terminate services
- (4) **Monthly Treatment Report (Probation Form 46)** that:
 - (a) Summarizes defendant/offender's activities during the month, lists attendance dates, and accompanies the monthly invoice.
 - (b) Documents defendant/offender progress (e.g., adjustment, responsiveness, significant problems, employment).
 - (c) Reflects changes in the Program Plan (Probation Form 45).
 - (d) Shall be typed if requested by the USPO/USPSO.
- (5) **Authorization to Release Confidential Information** (Probation Form 11G and PSA Form 6)
 - (a) The defendant/offender and USPO/USPSO sign prior to the defendant's/offender's first appointment with the treatment provider.
 - (b) The vendor shall obtain the defendant's/offender's signature before releasing any information regarding the defendant/offender or the defendant's/offender's treatment and progress to the USPO/USPSO.
- (6) **Sign-In, Sign-Out Daily Treatment Log** (if applicable) that:
 - (a) Along with the monthly invoice, is submitted for the month for which the vendor is invoicing.
 - (b) USPO/USPSO or designee uses to certify the monthly invoice.
 - (c) USPO/USPSO shall review for approval if vendor Daily Log form differs from the USPO/USPSO sample form
 - (d) Defendant/offender shall sign-in upon arrival and sign-out when leaving the vendor's facility.
 - (e) Documents any defendant/offender co-payment, and

- (f) Vendor shall ensure that a defendant/offender signing or initialing an entry in the Daily Log cannot see the names or signatures of other defendants/offenders

Invoices (Mandatory Requirement):

The vendor shall:

- Submit invoices monthly to arrive no later than the tenth (10th) day of the month for services provided during the preceding month.
- Use the Administrative Office invoice (Parts A and B), or a probation office local invoice form, approved by the Administrative Office, indicating:
 - Individual defendant/offender names and identifying numbers, and
 - Charges for each service, identified by its project code, as described in SECTION C - STATEMENT OF WORK, of this document.
- Submit with the invoice a certification by an authorized official of the vendor that the invoice:
 - Is correct and accurate to the best of his/her knowledge, and
 - Includes only charges for services actually provided to defendant(s)/offender(s).
- The vendor shall charge for a session longer or shorter than the prescribed unit time (when the unit price is based on a prescribed unit of time) by adjusting the charge up or down in fifteen minute increments. If circumstances necessitate adjustment of the charge based on the example below in section (i), the vendor shall contact the Government for approval. Sessions lasting less than 16 minutes shall be treated as a “no show” for the purposes of billing.
- The vendor shall include on the monthly invoice the item number and the fractional part of the session for which the vendor is billing the Government.
- Example:

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

Time Spent (in minutes)	Charge
0 - 15	\$0.00
16 - 30	\$10.00
31 - 45	\$15.00
46 - 60	\$20.00

Local Needs Requirements

- No proposed staff member or mentor (paid or volunteer) may be under investigation for or charged with a criminal offense and/or under pretrial, probation, parole, mandatory release or supervised release (federal, state, local, tribal, or military).

No proposed staff member or mentor (paid or volunteer) may have been convicted of any sexually based offense (including, but not limited to, child pornography, child exploitation, sexual abuse, rape, or sexual assault).

No proposed staff member or mentor (paid or volunteer) may be required under federal, state, local, tribal, or military law to register as a sex offender or predatory offender.

- The vendor shall be provided reimbursement for the following documented services to promote prosocial activities: (1) One on one, face to face meetings where mentors and mentees address identified goals or issues (reimbursement not to exceed 2 hours per face to face session); (2) Phone calls between mentors and mentees to address identified goals or issues. Phone calls should be in addition to, and not a substitute for, one on one, face to face meetings (reimbursement not to exceed a total of 2 hours per month for all phone calls). Any additional time frames or services needed to address the personal history or characteristics of the mentee should be preapproved by the Contracting Officer.

SECTION D. BPA TERMS AND CONDITIONS

1. **Extent of Obligation.** The Court is obligated under this BPA only to the extent of the call(s) placed by authorized individuals against this agreement. The Contractor is cautioned that accepting BPA calls from anyone other than those authorized by the BPA may result in delay or denial of payment for that unauthorized call.
- 2.
3. **Security Clearance Requirement.** All personnel performing work under this BPA are subject to background checks. This may include a fingerprint criminal history check. It may also include a credit check, a name check of FBI record, and/or a tax check of IRS record for the last three years.
4. **Clause B-5, Clauses Incorporated by Reference (SEP 2010)**
This BPA incorporates the following clauses by reference, with the same force and effect as if it were given in full text. Upon request, the contracting officer will make the full text available. The full text of the referenced clauses may be accessed electronically at the following web address: <http://www.uscourts.gov/procurement.aspx>.
(end)
5. **The following judiciary clauses, that the Contracting Officer has indicated are applicable, are incorporated in this contract by reference:**

___	Clause 2-50	Continuity of Services (JAN 2003)
___	Clause 2-60	Stop-Work Order (JAN 2010)
<u>X</u>	Clause 3-3	Provisions, Clauses, Terms and Conditions - Small Purchases (JUN 2014)
___	Clause 3-175	Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (JUN 2012)
___	Clause 6-20	Insurance – Work on or Within a Judiciary Facility (APR 2011)
___	Clause 7-55	Contractor Use of Judiciary Networks (JUN 2014)
___	Clause 7-65	Protection of Judiciary Buildings, Equipment and Vegetation (APR 2013)
___	Clause 7-115	Availability of Funds (JAN 2003)

Clauses for Products

___	Clause 2-35	F.o.b. Destination, Within Judiciary's Premises (JAN 2003)
___	Clause 2-130	Energy Efficiency in Energy-Consuming Products (APR 2013)
___	Clause 2-135	IEEE Standard for Environmental Assessment of Personal Computer Products (APR 2013)
___	Clause 6-85	Commercial Computer Software License (APR 2013)
___	Clause 6-105	California E-Waste Fee (APR 2013)
___	Clause 7-115	Availability of Funds (JAN 2003)

6. **The following full text clauses are incorporated if the Contracting Officer has marked them as applicable (X):**

___	Clause 2-90C	Option to Extend Services (APR 2013)
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The judiciary may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The contracting officer may exercise the option by written notice to the contractor no later than _____ calendar days prior to the contract's current expiration date
(end)

X Clause 2-90D Option to Extend the Term of the Contract (APR 2013)

(a) The judiciary may extend the term of this contract by written notice to the contractor no later than 30 calendar days prior to the contract's current expiration date; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the judiciary to an extension.

(b) If the judiciary exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

(end)

7. Solicitation Provisions

The following judiciary provisions, that the Contracting Officer has indicated are applicable, are incorporated in this solicitation:

X Provision B-1, Solicitation Provisions Incorporated by Reference (SEP 2010)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.uscourts.gov/procurement.aspx>.

(end)

Solicitation Provisions Incorporated by Reference

X Provision 2-70 Site Visit (JAN 2003)

____ Provision 2-85A Evaluation Inclusive of Options (JAN 2003)

____ Provision 3-135 Single or Multiple Awards (JAN 2003)

Solicitation Provisions for Products

____ Provision 2-100, Brand Name or Equal (APR 2013)

Additional Solicitation Provisions

X Provision 4-1, Type of Contract (JAN 2003)

The judiciary plans to award a firm fixed price type of contract under this solicitation, and all offers shall be submitted on this basis. Alternate offers based on other contract types will not be considered.

(end)

NOTE: Offerors not registered in the System for Award Management (www.sam.gov) must complete and return the following information.

X Provision 3-5, Taxpayer Identification and Other Offeror Information (APR 2011)

(a) *Definitions.*

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

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

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

(d) *Taxpayer Identification Number (TIN):* _____

☐ TIN has been applied for.

☐ TIN is not required, because:

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

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the federal government.

(e) *Type of organization:*

☐ sole proprietorship;

☐ partnership;

☐ corporate entity (not tax-exempt);

☐ corporate entity (tax-exempt);

☐ government entity (federal, state or local);

☐ foreign government;

☐ international organization per 26 CFR 1.6049-4;

☐ other _____.

(f) *Contractor representations.*

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

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

(end)

____ Provision 3-195 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Certification (APR 2011)

(a) The offeror shall check following certification:

CERTIFICATION

The offeror [] does [] does not certify that –

- (1) the items of equipment to be serviced under this contract are used regularly for other than government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;
 - (2) the services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.
 - (i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.
 - (ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or contractor; and
 - (3) the compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.
- (b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision then Clause 3-160, Service Contract Act of 1965, will not be included in any resultant contract to this offeror.
- (c) If the offeror does not certify to the conditions in paragraph (a) of this provision –
- (1) Clause 3-215, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements, will not be included in any resultant contract awarded to this offeror; and
 - (2) the offeror shall notify the contracting officer as soon as possible, if the contracting officer did not attach a Service Contract Act wage determination to the solicitation.
- (d) The contracting officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the contracting officer as required in paragraph (c) of this provision.

(end)

X Provision 3-220 Exemption from Application of the Service Contract Act to Contracts for Certain Services – Certification (APR 2011)

- (a) The offeror shall check following certification:

CERTIFICATION

The offeror [] does [] does not certify that –

(1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An “established catalog price” is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An “established market price” is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;

(3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

- (b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision then Clause 3-160, Service Contract Act of 1965, as amended, will not be included in any resultant contract to this offeror.

- (c) If the offeror does not certify to the conditions in paragraph (a) of this provision—

(1) Clause 3-225, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements, will not be included in any resultant contract to this offeror; and

(2) The offeror shall notify the contracting officer as soon as possible if the contracting officer did not attach a Service Contract Act wage determination to the solicitation.

(d) The contracting officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(end)