



**UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH DAKOTA
PROBATION & SERVICES OFFICE**

John E. Bentley
Chief Probation & Pretrial Services Officer

314 S. Main Ave.
Sioux Falls, SD 57104-6474
(605) 977-8900

July 2, 2018

To: Vendors

SOLICITATION FOR SECOND CHANCE ACT SERVICES

This is a solicitation for proposals to enter in a Blanket Purchase Agreement (BPA) for Second Chance Act services for the District Court of South Dakota. The Court intends to award BPA(s) to one or more contractors found to meet the court's qualification requirements detailed in the attached statement of work. A Vendor must be capable of providing services within a catchment area encompassing **Rapid City, South Dakota**.

A Blanket Purchase Agreement is a "charge account" arrangement, between a buyer and a seller for 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.

The Court reserves the right not to make any awards as a result of this solicitation. Award of a BPA does not guarantee that the contractor will receive orders for any particular aggregate dollar value, or in fact any orders at all, for second chance act services.

Contractors wishing to be considered for award of a BPA must provide the following information in response to this solicitation including those requirements detailed in the statement of work below:

- a) Cover letter listing all enclosed documentation.
- b) A completed pricing schedule for services proposed.
- c) Respondents not registered in the System for Award Management (www.sam.gov) must provide a completed copy of Provision 3-5, Taxpayer Identification and Other Offeror Information (provided in Attachment 4 - Solicitation Provisions).

For all proposals, an original must be received no later than 5:00 p.m. CST on July 13, 2018, to the attention of Colleen Schulte, Administrative Services Specialist, 314 S. Main Ave., Suite 100, Sioux Falls, SD, 57104. Please do not duplex or tab your proposals.

All proposals must have an original signature. Please retain a copy of the Blanket Purchase Agreement for your own file. Please only submit required documents.

Any questions regarding this solicitation should be in writing, addressed to: colleen_schulte@sdd.uscourts.gov by email by July 10, 2018. Please feel free to contact me if you have any questions or concerns at (605) 977-8958.

Sincerely,

/s/ Colleen Schulte

Colleen Schulte
Contracting Officer

SCA SERVICES BPA – Solicitation

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.

- B. **PRICING SCHEDULE** - This BPA is in effect for the remainder of FY2018. Pricing applicable to work performed during each twelve-month period shall be as shown below.

Pricing Table for Services

Item No.	Description	Est. Qty of Units Per Month	Unit Price
1	3710 - Domestic Violence Intervention Group Dosage: Two (2), 2-hour sessions per week for 26 weeks in an open group format, not on consecutive days.	180	\$_____ 2018 \$_____ 2019 \$_____ 2020
2	3720 - Domestic Violence Intervention (Individual/Family) Counseling	20	\$_____ 2018 \$_____ 2019 \$_____ 2020
3	3202 - Client Transportation Expenses	UNK	JTR*
4	3401 - Vendor's Local Travel by Vehicle	UNK	JTR*
5	3501 - Administrative Fee for Client Reimbursement	UNK	1% of monthly expenditure (contingency management)
		TOTAL	

Vendor's Name

Vendor's Phone Number/fax number/e-mail address

Vendor's Street Address

Vendor's City, State, and Zip Code

Signature of Person Authorized to Sign Quote

Date

DUNS Number

Printed or Typed Name of Signator

Discount Terms or Net 30?

*Unit: Per mile reimbursed at prevailing rate established by Judiciary Travel Regulations for employees of the Judicial Branch of the Government.

C. STATEMENT OF WORK

Project Code 3202 - Client Transportation Expenses

(a) Project Code Description

This service is provided to eligible defendants and persons under supervision who the USPO/USPSO determines are unemployed or unable to pay for transportation. Client transportation should not exceed 90 days, unless an extension is deemed appropriate by the unit executive. Services may not exceed one year. This service is for transportation to and from reentry services or to facilitate new employment opportunities. To assist populations in rural areas, a vendor could provide group transportation for multiple defendants and persons under supervision to and from treatment or other interventions. The billing unit is the actual cost for public transportation passes or mileage reimbursement to the vendor at the prevailing rate established by judiciary staff travel regulation per mile. This service is authorized on a probation form 45/program plan (Attachment J.1) and provided to the vendor.

- (b) If mileage is being invoiced, a Probation Form 17, Daily Travel Log (Attachment J.2) is required for documentation and verification. Mileage reimbursement cannot exceed the price of public transportation via the most direct route.

Project Code 3401 - Vendor's Local Travel by Vehicle - Unit: per mile reimbursed at the prevailing rate established by Judiciary Travel Regulations for employees of the Judicial Branch of Government

(a) Project Code Description

This project code can be used with the appropriate aforementioned project codes as applicable for vendor or staff travel to defendant's and persons under supervision's home or employment or other contract-related travel authorized and approved by the USPO/USPSO on a probation form 45/program plan.

The actual miles must be documented on a Probation Form 17, Daily Travel Log. Each mile is reimbursed at the prevailing rate established by the judiciary staff travel regulation.

- (b) The probation form 45/ program plan should be provided to the vendor. The program plan identifies vendor services to be provided to the client and billed to the Government under the terms of this contract document and any co-payments. The plan may contain amendments. Including a client's educational and employment history in the referral is sufficient. USPO/USPSO prepares the probation form 45 during or immediately after any case staffing conferences. The probation form 45 along with the contract document authorizes the vendor to provide services to the client. The USPO/USPSO shall modify the contract and

amend the probation form 45 when changing the services the vendor is performing, including the frequency and co-payment amounts.

Project Code 3501 - Administrative Fee

(a) Project Code Description

This project code can be used with the appropriate aforementioned project codes as applicable. The vendor may charge an administrative fee which is a reasonable monthly fee, to administer the collection of fees from clients, not exceeding five (5) percent of the monthly funds collected. The vendor may also charge a fee for reimbursement, based upon actual costs, for a contingency management system supporting CBT (Project Code 3122), but not exceeding one (1) percent of the monthly expenditure. The contingency management system may not include monetary/cash rewards.

**Project Code 3710 - Domestic Violence Intervention Group;
Project Code 3720 - Domestic Violence Intervention (Individual/Family) Counseling - Unit:
per 30 minute session**

(a) Project Code Description

The goals of a domestic violence intervention program include: stopping the violence and preventing the reoccurrence of future violence, while ensuring victim safety; identifying abusive behavior; teaching alternatives to violence; exploring the impact of violent and abusive behavior on intimate partners, children, and others; and assisting individuals in examining beliefs they hold about violence.

Referrals should include the client's relevant background information, including a person under supervision's presentence report or a defendant's pretrial services report, and any other information deemed necessary for effective service delivery.

Treatment plans and discharge summaries upon program completion are requirements. Other vendor requirements include background statements, staff qualifications, co-payments, staff restrictions, the report of no shows, defendant's and persons under supervision's records, disclosure requirements, chronological records, case staffings, vendor reports, vendor testimony, and monitoring. Services are authorized by the USPO/USPSO on the program plan which is provided to the vendor. Vendors must document attendance on the monthly progress report.

Despite this service operating as a fixed curriculum, it is considered severable based on the fact that the defendants and persons under supervision are receiving a benefit from each session taught. The service should be invoiced monthly based on the number of sessions attended for that month. Units should be broken down according to the time involved for each session.

The probation form 45 / program plan should be provided to the vendor. The program plan identifies vendor services to be provided to the client and billed to the government under the terms of this contract document. The plan may contain amendments. Including a client's educational and employment history in the referral is sufficient.

USPO/USPSO prepares the probation form 45 during or immediately after any case staffing conferences. The probation form 45 along with the contract document authorizes the vendor to provide services to the client. The USPO/USPSO shall modify the contract and amend the probation form 45 when changing the services the vendor is performing, including the frequency and co-payment amounts.

These services are considered severable as they begin and conclude after the appointment.

Regarding co-payments, if ordered, the vendor shall:

- Collect any co-payment authorized on the program plan /probation form 45 and deduct any collected co-payment from the next invoice to be submitted to the government
- Provide bills and receipts for co-payments to clients. The vendor shall keep an individualized record of co-payment collection, make it available for USPO/USPSO review, and have systems in place to both follow-up on collection of outstanding amounts and to resolve any discrepancies in amount owed;
- Report any co-payment received or whether the expected co-payment was not provided, as well as the amount of any outstanding balance;
- Inform the USPO/USPSO within 3 business days of a client's failure to make a total of 3 consecutive scheduled co-payments;
- Reimburse the Government in the event a vendor has received a co-payment and not credited it as an offset to a bill for services sent to the government (e.g., defendants and persons under supervision provide a co-payment after the service was rendered or after the account has been closed).

(b) Statement of Work

Statement of Work - The vendor shall have a written curricula that includes identification of all forms of physical, emotional, economic, sexual, and verbal abuse and violence; the impact of domestic violence on the victim and the abuser; the impact of domestic violence on children including children who are abused and children who witness domestic violence; emphasis on the responsibility of the batterer for his or her violence and abuse; the identification of personal, societal, and cultural values and beliefs that legitimize and sustain violence and

oppression; alternatives to violent and controlling behaviors; identification of healthy relationships; the promotion of accountability, self-examination, negotiation, and fairness; the examination of the relationships between substance abuse and domestic violence; the examination of the relationship between mental illness and domestic violence; and the identification of the behavioral, emotional, and physical cues that precedes escalating anger. Curricula may also address treatment readiness.

We are requiring a dosage of two (2), 2-hour sessions per week for 26 weeks in an open group format, not on consecutive days. Individual sessions (e.g., intake, orientation, evaluation, and counseling) are not part of the group intervention program hours and shall be ordered separately under project code 3720. Individual sessions may also be used for family sessions. The curriculum shall be led by a facilitator trained in the required curriculum noted in Section B.

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.

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.

- The vendor and its employees shall:
 - Avoid compromising relationships with defendants and persons under supervision;
 - 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.

- The client's signature is required before releasing any information regarding the client or the defendants and persons under supervision'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 (Attachment J.4) and/or PSA Form 6 (Attachment J.5).

Concerning the defendant's and persons under supervision's files, records and conferences, the vendor shall:

- Maintain a secure filing system of information on all defendants and persons under supervision 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 Probation and Pretrial Services Office (PPSO) 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 to 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.

Regarding co-payments, if ordered, the vendor shall:

- Collect any co-payment authorized on the program plan/probation form 45 and deduct any collected co-payment from the next invoice to be submitted to the government;
- Provide bills and receipts for co-payments to clients. The vendor shall keep an individualized record of co-payment collection, make it available for USPO/USPSO review, and have systems in place to both follow-up on collection of outstanding amounts and to resolve any discrepancies in amount owed;
- Document within the monthly progress report any co-payment received or whether the expected co-payment was not provided, as well as the amount of any outstanding balance;

- Inform the USPO/USPSO within 3 business days of a client's failure to make a total of 3 consecutive scheduled co-payments;
- Reimburse the Government in the event a vendor has received a co-payment and not credited it as an offset to a bill for services sent to the government (e.g., defendants or persons under supervision provide a co-payment after the service was rendered or after the account has been closed).

Deliverable(s):

- Monthly Progress Report, (Probation Form 46R – Attachment J.3). 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 5/program plan.”

LOCAL SERVICES

3710 Domestic Violence Intervention Group

3720 Domestic Violence Intervention (Individual/Family) Counseling

The vendor must utilize one of the following manualized cognitive behavior domestic violence intervention curriculums:

Achieving Change Through Value-Based Behavior (ACTV)
Moral Reconation Therapy, Domestic Violence (MRT/DV)

If the curriculum utilizes a workbook, the vendor shall provide each participant with a participant workbook. The cost of the workbook shall be incorporated into the unit costs.

The vendor will ensure defendants and persons under supervision complete a pre- and post-test, which measures antisocial attitudes, values, and beliefs directly related to criminal activity. If the curriculum used for treatment includes a pre- and post-test, it may be used only if approved in advance by the U.S. Probation Office in the District of South Dakota. If the curriculum does not include a pre- and post-test or said test does not meet the approval of the U.S. Probation Office in the District of South Dakota, the vendor shall utilize The Criminal Sentiments Scale-Modified, which will be provided by the U.S. Probation Office in the District of South Dakota.

The vendor must have the ability to provide services to the defendants and persons under supervision between 6:00 p.m. and 9:00 p.m. Monday through Friday if necessary to meet the needs of the defendants and persons under supervision.

In addition to what the Statement of Work requires in the Quarterly Treatment Plan, the following shall also be reflected in the Plan:

- Identification of the PCRA risk level and the dynamic criminogenic needs identified by the PCRA that must be targets of the treatment program.
- Exact planned intervention strategies the vendor intends to implement to address the supervisee's criminogenic risks.
- The current responsivity factors of the supervisee.
- Identification of any new offenses the supervisee has been charged with since the previous Quarterly Treatment Plan.
- Short and long-term behavior change the vendor and the supervisee are seeking to influence in the supervisee.
- The supervisee's expectations of the treatment services.
- Identification of the anticipated involvement of family, supportive collateral contacts, and community support entities.

Group size shall be two (2) or more defendants and persons under supervision but no more than twelve (12).

It is expected that the intervention utilized will be a Cognitive Behavioral Therapy (CBT) format. The goal of CBT is to change the way defendants and persons under supervision think (decreasing antisocial thinking) thereby changing the way they behave (increasing prosocial behavior). These goals are accomplished through the utilization of structured homework assignments, teaching and practicing prosocial skills, role playing, etc.

C. 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. **Individuals Authorized to Place Calls/Orders and Dollar Limitations.** The individuals authorized to place calls/orders under this Agreement will be identified at the time of award.
3. **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)

4. 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)
- ☒ 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)

5. 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)
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 [insert the period of time within which the contracting officer may exercise the option].
(end)

- ☐ 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 _____ calendar days prior to the contract's current expiration date [insert the period of time within which the contracting officer may exercise the option]; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least _____ calendar days [60 days unless a different number of days is inserted] 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 _____ (months) (years).
(end)

6. 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

- ____ 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)

The prospective vendors referred to as offerors need to fill in the requested information below.

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)

____ 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)