

**UNITED STATES PROBATION OFFICE  
NORTHERN DISTRICT OF OKLAHOMA**

ASHLEY SCHNEEBERG  
CHIEF UNITED STATES PROBATION OFFICER



UNITED STATES COURTHOUSE  
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TULSA, OKLAHOMA 74103  
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**July 1, 2026**

**SOLICITATION FOR SECOND CHANCE ACT SERVICES**

Dear Program Administrator:

1. This is a solicitation for proposals to enter in a Blanket Purchase Agreement (BPA) for Second Chance Act Commercial Driver's License (CDL) training for the District Court of the Northern District of Oklahoma.

2. The Court intends to award BPA(s) to one or more contractor found to meet the court's qualification requirements detailed in the attached statement of work. BPA(s) issued under this solicitation may have an ordering period up to one year.

3. 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.

4. Contractors responding to this solicitation should carefully review the statement of work, the minimum qualifications required and the BPA terms and conditions, all of which will be incorporated into any blanket purchase agreement and resulting call awarded under this solicitation.

5. 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](http://www.sam.gov)) must provide a completed copy of Provision 3-5, Taxpayer Identification and Other Offeror Information (provided in Attachment 4 - Solicitation Provisions).

6. Any questions regarding this solicitation should be in writing, addressed to the undersigned by July 15, 2026, at 5:00 p.m.

7. Proposals must be received no later than **July 31, 2026, at 4:30 p.m. There will be no exceptions.** Proposals should be delivered to U.S. Probation Office, Attn: Cara Brown, Supervising U.S. Probation Officer, 333 W. 4<sup>th</sup> Street, Suite 3820, Tulsa, Oklahoma, 74103. Proposals may be submitted via email to [cara\\_brown@oknd.uscourts.gov](mailto:cara_brown@oknd.uscourts.gov). If the file is too large it can be sent as

multiple files. Offeror should confirm receipt after submission. **Please do not submit proposals in binders or notebooks.**

Sincerely,

Cara Brown, Supervising  
United States Probation Officer  
Contracting Officer  
[Cara\\_Brown@oknd.uscourts.gov](mailto:Cara_Brown@oknd.uscourts.gov)  
[www.oknp.uscourts.gov](http://www.oknp.uscourts.gov)

Attachments:

1. Solicitation Cover Page
2. Statement of Work
3. BPA Terms and Conditions
4. Solicitation Provisions
5. Pricing Schedule

## **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 period from October 1, 2026, through September 30, 2031. This period includes an initial, five-month award term, followed by four, twelve-month extension terms that may be awarded at the option of the Judiciary. Pricing applicable to work performed during each twelve-month period shall be as shown below.

**B.1. PRICING SCHEDULE**

**B.1.1 BASE PRICE.** Contractors, please bid your unit price / extended price in the appropriate columns for each service. Prices bid in this schedule shall be for services performed during the initial, six-month award term starting October 1, 2026, and running through September 30, 2027. The unit price reflects the total firm fixed price to be paid to the contractor for providing the services as described in the Statement of Work (SOW), Section C of this document. The firm fixed price is inclusive. No payments will be made in addition to the stated firm fixed price for any efforts made by the contractor in accomplishing the SOW.

Item No.	Description	Quantity	Unit	Unit Price	Extended Price
1	PC 3040 – Job Training within the city of Tulsa in the State of Oklahoma. Services to be performed consistent with C2.1, <i>Scope of Work</i> , below.	30 *Unit quantity estimate assumes approximately 1 client receiving services per month	Per Day *30/31 units per month – please bid daily rate		
2	PC 3601 – Employee Tools Equipment and Licensure consistent with C2.1, <i>Scope of Work</i> , below.	Not Applicable	Not Applicable	Actual Cost	Actual Cost
				<b>TOTAL</b>	

*\*Agreements are fee for service. The estimated monthly quantity is only an estimate that may fluctuate from month to month based on agency needs. One unit = 1 day. For example, if monthly cost is \$300, unit price = \$10. For all services, the “extended price” shall be the product of the “quantity” and the contractor’s unit price, as bid. For example, if quantity is 100, and the contractor’s bid unit price is \$10, then the extended price = \$1,000.*

**B.1.2 OPTION PRICING.** The following are priced option items subject to the terms and conditions of Clause 2-90B, Option for Increased Quantity – Separately Priced Line Item. The Judiciary may choose to exercise anyone, or none, of the options at the time of contract award.

OPTION YEAR 1 – PRICING SCHEDULE. Contractors, please bid your unit price / extended price in the appropriate columns for each service for services performed October 1, 2027, through September 30, 2028.

Item No.	Description	Quantity	Unit	Unit Price	Extended Price
1	PC 3040 – Job Training within the city of Tulsa in the State of Oklahoma. Services to be performed consistent with C2.1, <i>Scope of Work</i> , below.	30 *Unit quantity estimate assumes approximately 1 client receiving services per month	Per Day  *30/31 units per month – please bid daily rate		
2	PC 3601 – Employee Tools Equipment and Licensure consistent with C2.1, <i>Scope of Work</i> , below.	Not Applicable	Not Applicable	Actual Cost	Actual Cost
				<b>TOTAL</b>	

*\*Agreements are fee for service. The estimated monthly quantity is only an estimate that may fluctuate from month to month based on agency needs. One unit = 1 day. For example, if monthly cost is \$300, unit price = \$10. For all services, the “extended price” shall be the product of the “quantity” and the contractor’s unit price, as bid. For example, if quantity is 100, and the contractor’s bid unit price is \$10, then the extended price = \$1,000.*

OPTION YEAR 2 – PRICING SCHEDULE. Contractors, please bid your unit price / extended price in the appropriate columns for each service for services performed October 1, 2028, through September 30, 2029.

Item No.	Description	Quantity	Unit	Unit Price	Extended Price
1	PC 3040 – Job Training within the city of Tulsa in the State of Oklahoma. Services to be performed consistent with C2.1, <i>Scope of Work</i> , below.	30 *Unit quantity estimate assumes approximately 1 client receiving services per month	Per Day *30/31 units per month – please bid daily rate		
2	PC 3601 – Employee Tools Equipment and Licensure consistent with C2.1, <i>Scope of Work</i> , below.	Not Applicable	Not Applicable	Actual Cost	Actual Cost
				<b>TOTAL</b>	

*\*Agreements are fee for service. The estimated monthly quantity is only an estimate that may fluctuate from month to month based on agency needs. One unit = 1 day. For example, if monthly cost is \$300, unit price = \$10. For all services, the “extended price” shall be the product of the “quantity” and the contractor’s unit price, as bid. For example, if quantity is 100, and the contractor’s bid unit price is \$10, then the extended price = \$1,000.*

OPTION YEAR 3 – PRICING SCHEDULE. Contractors, please bid your unit price / extended price in the appropriate columns for each service for services performed October 1, 2029, through September 30, 2030.

Item No.	Description	Quantity	Unit	Unit Price	Extended Price
1	PC 3040 – Job Training within the city of Tulsa in the State of Oklahoma. Services to be performed consistent with C2.1, <i>Scope of Work</i> , below.	30 *Unit quantity estimate assumes approximately 1 client receiving services per month	Per Day *30/31 units per month – please bid daily rate		
2	PC 3601 – Employee Tools Equipment and Licensure consistent with C2.1, <i>Scope of Work</i> , below.	Not Applicable	Not Applicable	Actual Cost	Actual Cost
				<b>TOTAL</b>	

*\*Agreements are fee for service. The estimated monthly quantity is only an estimate that may fluctuate from month to month based on agency needs. One unit = 1 day. For example, if monthly cost is \$300, unit price = \$10. For all services, the “extended price” shall be the product of the “quantity” and the contractor’s unit price, as bid. For example, if quantity is 100, and the contractor’s bid unit price is \$10, then the extended price = \$1,000.*

OPTION YEAR 4 – PRICING SCHEDULE. Contractors, please bid your unit price / extended price in the appropriate columns for each service for services performed October 1, 2030, through September 30, 2031.

Item No.	Description	Quantity	Unit	Unit Price	Extended Price
1	PC 3040 – Job Training within the city of Tulsa in the State of Oklahoma. Services to be performed consistent with C2.1, <i>Scope of Work</i> , below.	30 *Unit quantity estimate assumes approximately 1 client receiving services per month	Per Day *30/31 units per month – please bid daily rate		
2	PC 3601 – Employee Tools Equipment and Licensure consistent with C2.1, <i>Scope of Work</i> , below.	Not Applicable	Not Applicable	Actual Cost	Actual Cost
				<b>TOTAL</b>	

*\*Agreements are fee for service. The estimated monthly quantity is only an estimate that may fluctuate from month to month based on agency needs. One unit = 1 day. For example, if monthly cost is \$300, unit price = \$10. For all services, the “extended price” shall be the product of the “quantity” and the contractor’s unit price, as bid. For example, if quantity is 100, and the contractor’s bid unit price is \$10, then the extended price = \$1,000.*

**C. STATEMENT OF WORK**

**Project Code 3040 - Job Training - Unit: per day, or total cost of certification**

(a) Project Code Description

This service provides instruction in a classroom or work site setting designed for specific occupations to help the participant gain the technical skills and/or information required to successfully perform a specific job or group of jobs.

The job training program may qualify as a commercial service, (i.e., programs available to the general public). A certificate of completion must be submitted to the USPO/USPSO within 15 business days of job training completion. If the program is a commercial service, vendor requirements are not necessary. If the purchase card or convenience check is used as the procurement mechanism and vendor requirements are not needed, it is not necessary to provide the vendor with the statement of work.

Defendants and offenders should be screened carefully. Consider prerequisites such as the completion of a cognitive behavioral treatment program. Programs should be considered that make defendants/offenders employable in their respective communities. Participants should be in compliance with conditions of supervision at the time of referral. Including a client's educational and employment history in the referral is sufficient.

Vendor requirements include staff qualifications, co-payments, staff restrictions, reports of no shows, and disclosure requirements. Vendor reports are necessary only if requested by the USPO/USPSO and should be provided if a determination needs to be made about a defendant/offender's progress. Vendor reports may also include attendance sheets to satisfy the "no show" requirement or grade reports to establish a defendant/offender's progress. Vocational training is considered a non-severable service. Releases of information should be completed. Advance payment should be limited to the shortest time possible but shall not exceed a 12-month period and no more than 15% of the contract price.

(b) Statement of Work

The CO should insert the following project code description, vendor requirements, SOW and deliverables for the respective project code - the portion of the description below that is enclosed in quotation marks - in each solicitation and the resulting purchase order, BPA call or contract award.

**“Statement of Work** - The vendor shall provide training services as outlined on the program plan following consultation with the USPO/USPSO. The billing unit for this project code is established by the USPO/USPSO, depending on the program.

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. If the job is in a field that requires a special certification such as plumbing, the employer should have appropriate licenses and certifications so that staff qualifications may apply.

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 or local) and the nature of the offense to the USPO/USPSO.

- 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.

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 \(Guide, Vol. 8A, §240.20\)](#).

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.

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., a defendant or offender provides a co-payment after the service was rendered or after the account has been closed).

**Deliverable(s):**

- **Monthly Progress Report**, (Probation Form 46R – Attachment 2). 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) including **no shows**/missed appointments by client;
  - Reflect any changes in the contract and probation form 45/program plan;
  - Report any co-payment received or whether the expected co-payment was not provided, as well as the amount of any outstanding balance.”

Local Rules:

Program rule violations must be reported to the USPO within 24 hours of identification by the service provider. Reports should be directed to [cara\\_brown@oknd.uscourts.gov](mailto:cara_brown@oknd.uscourts.gov), and is further encouraged to notify the individual's supervising United States Probation Officer directly by telephone call or email.

Job training and employee tools, equipment and licensure will be specific to earning a Commercial Drivers License (CDL). Instruction shall include preparation for the permit exam, course driving, and additional exams associated with obtaining a CDL.

**Project Code 3601 - Employee Tools Equipment and Licensure- Unit:  
Actual Cost**

**(a) Project Code Description**

This service involves the acquisition of required tools, equipment or vocational licenses that are cost prohibitive for the defendant or offender. These items are actual cost items (See

Section 8.05 Property Accountability). This includes goods (e.g., work boots, hammer, tool belt) and services such as work permits, bonding, certifications, or liability insurance. There is no statement of work description for this project code. A probation form 45 should be completed only for internal tracking. If the purchase card or convenience check is used as the procurement mechanism, it is not necessary to provide the vendor with a statement of work.

(b) The USPO/USPSO should ensure that services cannot be provided by any other community resource. Consider when the absence of the item is a direct obstacle to employability. Screen defendants and offenders carefully for progress, and consider adding prerequisites such as CBT, vocational training certification while in BOP custody, or other programming to encourage success.

#### **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. **Individuals Authorized to Place Calls/Orders and Dollar Limitations.** The individuals authorized to place calls/orders under this Agreement are the Level 2 COCP Contracting Officer(s) listed below.
  - Cara Brown, Supervisory United States Probation Officer
  - Alton Walker, Supervisory United States Probation Officer
3. **Security Clearance Requirement.** All personnel performing work under this BPA are subject to background checks. This will include, at a minimum, 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)
- 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)

**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)  
 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)

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 7 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 5 (years).  
 (end)

**7. Incorporation of Department of Labor Wage Rate Determination**

**8. Solicitation Provisions**

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

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)

### **Additional Solicitation Provisions**

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](http://www.sam.gov)) must complete and return the following information.

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)