

## SOLICITATION FOR SECOND CHANCE ACT SERVICES

Dear Vendor:

1. This is a solicitation for proposals to enter in a Blanket Purchase Agreement (BPA) for Second Chance Act services for the District Court of the District of New Hampshire.

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 August 1, 2018. The completed solicitation packet should be submitted before 4:00 p.m. on August 17, 2018.

Sincerely,

Matthew J. DiCarlo

Contracting Officer

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, 2018 through September 30, 2019, with an option to extend the life of the agreement for two additional years. Pricing applicable to work performed during each twelve-month period shall be as shown below.

Item No.	Description	Quantity	Unit	Unit Price	Extended Price
1	3101 – Transitional Housing	10	Monthly	(contractor will fill in)	(contractor will fill in)
				<b>TOTAL</b>	(contractor will fill in)

\_\_\_\_\_  
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?

**\*NOTE: soliciting offers on the basis of a fixed hourly rate may require a one-time delegation of procurement authority from PMD. See the [Guide to Judiciary Policy, Vol. 14, § 410.40.30](#).**

## **C. STATEMENT OF WORK**

### **4.10 Project Code 3101 - Emergency and Transitional Housing - Unit: per day**

#### **(a) Project Code Description**

**Emergency and/or Transitional Housing is for defendants and offenders who require housing to assist in their reentry. Housing should not exceed 90 days, unless an extension is determined appropriate and approved by the Unit Executive. If the vendor requires a lease, any such agreement is between the client and the housing contractor; the Government is not a party to the lease agreement and bears no responsibility or liability for defendants or offenders.**

**(b) On-site inspections should be conducted prior to the award to ensure that the environment is conducive to the defendants/offender's rehabilitation without conferring luxuries or privileges. There is no separate provision for the payment of utilities, food allowances, etc., unless these services are included in the rent. The search for permanent residential options should continue during this transitional period. The USPO/USPSO should document these efforts. Officers must reevaluate the need for this service at least every 30 days. Officers should consider a community service condition and/or adding job readiness, vocational training, and other suitable programming to compel defendants and offenders to work actively toward obtaining employment to help achieve self-sufficiency.**

**(c) Referrals only require as much information as needed for a vendor to assess any reasonably foreseeable third party risk.**

**(d) Requirements include on-site visits and may include co-payment, if ordered. For housing vendors that provide commercial services (available to the general public), Prob. 45s are necessary only for internal tracking. This project code is considered a severable service. Generally, the billing unit should be daily unless an advance payment is required. Advance payment is limited to 30 days and requires the housing to be a commercial service. Security Deposits may also be paid, but one time only. Upon termination, security deposits should be returned. Due to the variety of housing needs, vendor requirements were determined unnecessary for many vendors, such as hotel services, apartments, and housing through individual landlords, (commercial housing vendors). District staff have the option of assessing need or seeking competitive agreements for group homes or sex offender housing services. Housing solicitations for placement of multiple defendants and offenders requires that a Prob. 45 be issued to the vendor. If needed, the USPO/USPSO should fashion local needs for requirements such as curfew, no-show reporting, sign-in requirements, programming requirements, and accepting sex offenders. If vendor requirements are necessary, the Statement of Work and approved local needs must be provided to the vendor upon making the award. If the housing service is considered commercial and vendor requirements are not needed, the waiver of liability, Attachment 3, of the statement of work must still be issued to the vendor. Housing is considered a severable service.**

(e) 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).

#### 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.

- *Matthew DiCarlo*
- *Daniel Whitmoyer*

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 15 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 15 calendar days prior to the contract's current expiration date [*2 times*]; 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 3 years.(end)

**6. Incorporation of Department of Labor Wage Rate Determination**  
*See Attached*

**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**

- \_\_\_ 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**

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

The judiciary plans to award a firm fixed price (*unless otherwise approved by PMD*) 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.

***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)