



UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA  
U.S. PRETRIAL SERVICES OFFICE  
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Kimberly A. Kaleta, CHIEF  
U.S. PRETRIAL SERVICES OFFICER

March 25, 2026

*Request for Quotation*  
**0313-2026-1001**

This is a request for **Open Market Pricing**.

The U.S. Pretrial Services Office, Eastern District of Pennsylvania, Federal Office Building, 600 Arch Street, Suite 4408, Philadelphia, PA, has a requirement for employee parking services through the award of a firm-fixed-price contract. **A dual-priced proposal must be submitted from all offerors, one price proposal based upon a multi-year award, and one based on pricing for award of a base year and options for each subsequent year.**

**Contract award will be made to the vendor who submits the lowest-priced, technically acceptable proposal.**

<u>CLIN</u>	<u>Description</u>
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<b>0001</b>	Covered spaces in one location within a one block radius of the William Green Federal Building with conditions described in Section A.1.
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#### **A.1 PARKING SPACES**

The Government requires approximately 6 spaces (covered) in one location within a one-block radius of the William J. Green Federal Building, 600 Arch Street, Philadelphia, PA. Pretrial Services Officers shall be able to park their own cars, keep their keys, and have unlimited twenty-four (24) hours per day, seven (7) days a week, in-and-out access at no additional cost. The number of spaces needed may change during the term of the contract. Payment will be made on a monthly basis and in the month after services are rendered.

Although no more than nine officers will be authorized to park on any given day, we require at least eighteen parking cards with an ID number of some type on each.

Cards will be assigned to each officer with extras for new hires. This will obviate the need to redistribute cards every day. We will provide a master list of all officers and their ID numbers as well as makes, models and tag numbers of any cars they might use.

If more than nine officers park on any given day using the ID card, we will require notification within seven (7) days so that we can determine who was not authorized to park and would, therefore, be required to pay the cost of parking.

Copy of parking receipts must be provided to the Pretrial Services Office on request for reconciliation purposes.

Submit proposals in response to this RFQ via email to Kimberly A. Kaleta, Chief U.S. Pretrial Services Officer, at [Kimberly\\_Kaleta@paept.uscourts.gov](mailto:Kimberly_Kaleta@paept.uscourts.gov) on or before Friday, May 29, 2026, at 5:00pm. Please send questions prior to May 22th, 2026, at 5:00pm via email to [Kimberly\\_Kaleta@paept.uscourts.gov](mailto:Kimberly_Kaleta@paept.uscourts.gov), or [christopher\\_shimrock@paept.uscourts.gov](mailto:christopher_shimrock@paept.uscourts.gov). All questions received and answers will be addressed accordingly prior to May 29, 2026, at 5:00pm. Any proposals received after the due date and time will not be considered.

Sincerely,

Kimberly A. Kaleta  
Chief U.S. Pretrial Services Officer

PRICE QUOTE SHEET:

We are seeking pricing for both a single year term with the option to renew for two consecutive years, as well as a three (3) multi-year pricing option in order to evaluate cost savings.

<u>Section 1</u>	Base Year: 9/1/2026-8/31/2027	Option Year 1: 9/1/2027-8/31/2028	Option Year 2: 9/1/2028-8/31/2029
Monthly Cost Per Vehicle per month (NTE 6 vehicles monthly)	\$ _____ X 6 Monthly Cost \$ _____	\$ _____ X 6 Monthly Cost \$ _____	\$ _____ X 6 Monthly Cost \$ _____
Total Cost Per Contract year	\$ _____	\$ _____	\$ _____

<u>Section 2</u>	Detailed Description:	Total cost: (Monthly cost X 36 months)
36-month Multi-Year Contract (9/1/2026- 8/31/2029) (NTE 6 vehicles monthly)	Monthly Parking Charge per vehicle: (NTE 6 vehicles monthly) \$ _____ X 6 Monthly Cost \$ _____	\$ _____

## APPLICABLE JUDICIARY TERMS AND CONDITIONS

### 1. Clause B-5, Clauses Incorporated by Reference (SEP 2010)

This contract incorporates one or more clauses 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. Also, the full text of a clause may be accessed electronically at this address: <http://www.uscourts.gov/procurement.aspx>

(end)

### 2. The following judiciary clauses, that the Contracting Officer has indicated are applicable, are incorporated in this contract by reference:

- 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)

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

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

(a) The judiciary may extend the term of this contract by written notice to the contractor no later than 60 calendar days prior to the contract's current expiration date determined at the time of award; 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)

X   Clause 4-150, Cancellation under Multi-Year Contract

- (a) "Cancellation," as used in this clause, means that the judiciary is canceling all line items for all products or services in the contract year(s) subsequent to that in which notice of cancellation is provided.
- (b) Except for cancellation under this clause or termination under the Default clause, any reduction by the contracting officer in the requirements of this contract shall be considered a termination under the Termination for Convenience of the Judiciary clause.
- (c) If cancellation under this clause occurs, the contractor will be paid a cancellation charge not exceeding the cancellation ceiling specified in the contract as applicable at the time of cancellation
- (d) The cancellation charge will cover only:
  - (1) Costs:
    - (i) Incurred by the contractor and/or subcontractor;
    - (ii) Reasonably necessary for performance of the contract; and
    - (iii) That would have been equitably amortized over the entire multi-year contract period but, because of the cancellation, are not so amortized; and
  - (2) A reasonable profit or fee on the costs.
- (e) The cancellation charge shall be computed, and the claim made for it as if the claim were being made under the Termination for Convenience of the Judiciary clause of this contract. The contractor shall submit the claim promptly but no later than 1 year from the date of notification that funds will not be made available for continued performance.
- (f) The contractor's claim may include:
  - (1) Reasonable fixed costs which are applicable to and normally would have been amortized in all products or services which are multi-year requirements.
  - (2) Allocable portions of the costs of facilities acquired or established for the conduct of the work, to the extent that it is impracticable for the contractor to use the facilities in its commercial work, and if the costs are not charged to the contract through overhead or otherwise depreciated;
  - (3) Costs incurred for the assembly, training, and transportation to and from the job site of a specialized work force; and
  - (4) Costs not amortized solely because the cancellation had precluded anticipated benefits of contractor or subcontractor learning.

- (g) The claim shall not include:
- (1) Labor, material, or other expenses incurred by the contractor or subcontractors for performance of the canceled work
  - (2) Any cost already paid to the contractor.
  - (3) Anticipated profit or unearned fee on the canceled work; or
  - (4) For service contracts, the remaining useful commercial life of facilities. "Useful commercial life" means the commercial utility of the facilities rather than their physical life with due consideration given to such factors as location of facilities, their specialized nature, and obsolescence.
- (h) This contract may include an option clause with the period for exercising the option limited to the date in the contract for notification that funds are available for the next succeeding contract year. If so, the contractor agrees not to include in option quantities any costs of a startup or fixed nature that have been fully set forth in the contract. The contractor further agrees that the option quantities will reflect only those variable costs and a reasonable profit or fee necessary to furnish the additional option quantities.
- (i) Quantities added to the original contract through the option clause of this contract shall be included in the quantity canceled for the purpose of computing allowable cancellation charges.

(end)

X Provision 4-155, Alternate Awards (JUNE 2014)

If the solicitation has requested pricing for both a multi-year award and an award of a base year and option years, the judiciary reserves the right to award only the initial year's requirement, without options.

(end)

X Clause 4-160, Cancellation Ceiling (JUNE 2014)

The cancellation ceiling applicable to each contract period are set forth below:

If Cancellation Takes Place Before....	The Cancellation Ceiling is....
Contract Year 2	
Contract Year 3	

(end)

X Clause 4-165, Price Proposal Instructions—Multi-Year Contract

Offerors must include in their price proposal a separate cancellation ceiling (on either a percentage of dollar basis) for each contract year subject to cancellation. Price proposals must include the rationale and supporting data for each proposed cancellation ceiling. Upon award, the applicable cancellation ceilings will be inserted in Clause 4-160. These ceiling amounts apply to any claim submitted under Clause 4-150 in the event of actual cancellation of awarded contract and will not be part of the price evaluation for award.

**Clause 4-170, Limitation of Judiciary's Obligation**

*Include the following clause as prescribed in [§ 410.25.10\(b\) \(Description\)](#).*

1. **Limitation of Judiciary's Obligation (JUN 2014)**
2. (a) Contract line item(s) \_\_\_\_\_ is/are incrementally funded. The sum of \$ \* is presently available for payment and allotted to this contract. An allotment schedule is contained in paragraph (j) of this clause.
3. (b) For item(s) identified in paragraph (a) of this clause, the contractor agrees to perform up to the point at which the total amount payable by the judiciary, including reimbursement in the event of termination of those item(s) for the judiciary's convenience, approximates the total amount currently allotted to the contract. The contractor is not authorized to continue work on those item(s) beyond that point. The judiciary will not be obligated in any event to reimburse the contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Judiciary." As used in this clause, the total amount payable by the judiciary in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).
4. (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the contractor will notify the contracting officer in writing at least ninety days prior to the date when, in the contractor's best judgment, the work will reach the point at which the total amount payable by the judiciary, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state: (1) the estimated date when that point will be reached; and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the contracting officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the contractor's notification, or by an agreed substitute date, the contracting officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Judiciary."

5. (d)When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
6. (e)If, solely by reason of failure of the judiciary to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
7. (f)The judiciary may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.
8. (g)The termination provisions of this clause do not limit the rights of the judiciary under the clause entitled "Termination for Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
9. (h)Nothing in this clause affects the right of the judiciary to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Judiciary."
10. (i)Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under [31 U.S.C. § 1342](#).
11. (j)The parties contemplate that the judiciary will allot funds to this contract in accordance with the following schedule:
  1. On execution of contract \$ \_\_\_\_\_  
 (month) (day), (year) \$ \_\_\_\_\_  
 (month) (day), (year) \$ \_\_\_\_\_  
 (month) (day), (year) \$ \_\_\_\_\_

(end)

X Clause 6-65, Right in Data- Special Works

(a) Definitions. As used in this clause:

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Unlimited Rights" means the rights of the judiciary to use, disclose, reproduce, prepare

derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of Rights

(1) The judiciary shall have:

- (i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause;
- (ii) The right to limit assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with paragraph (c)(1) of this clause;
- (iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to assert claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright:

(1) Data first produced in the performance of this contract.

- (i) The contractor shall not assert or authorize others to assert any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the contracting officer. When copyright is asserted, the contractor shall affix the appropriate copyright notice of [17 U.S.C. § 401](#) or [§402](#) and acknowledgment of judiciary sponsorship (including contract number) to the data when delivered to the judiciary, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The contractor grants to the judiciary, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the judiciary.
- (ii) If the judiciary desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in paragraph (c)(1)(i) of this clause, the

contracting officer shall direct the contractor to assign (with or without registration), or obtain the assignment of, the copyright to the judiciary or its designated assignee.

- (2) Data not first produced in the performance of this contract. The contractor shall not, without prior written permission of the contracting officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and that contain the copyright notice of [17 U.S.C. § 401](#) or [§ 402](#), unless the contractor identifies such data and grants to the judiciary, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.

(d) Release and Use Restrictions

Except as otherwise specifically provided for in this contract, the contractor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the contracting officer.

(e) Indemnity

The contractor shall indemnify the judiciary and its officers, agents, and employees acting for the judiciary against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the judiciary provides notice to the contractor as soon as practicable of any claim or suit, affords the contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the contractor by the judiciary and incorporated in data to which this clause applies.

(end)

## JUDICIARY 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

<input type="checkbox"/> Provision 2-70	Site Visit (JAN 2003)
<input checked="" type="checkbox"/> Provision 2-85A	Evaluation Inclusive of Options (JAN 2003)
<input type="checkbox"/> 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 **Fixed-Priced, Multi-Year** 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)

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)