

**United States District Court
District of Oregon Probation Office**

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March 26, 2021

**SOLICITATION FOR SECOND CHANCE ACT
EMERGENCY AND TRANSITIONAL HOUSING**

RFQ No.: 0979-21-SCA12

Dear Program Administrator:

1. This is a solicitation for proposals to enter in a Blanket Purchase Agreement (BPA) for Second Chance Act Emergency and Transitional Housing for the U.S. Probation Office, District of Oregon. The deadline for this proposal is **April 8, 2021 by 5:00 p.m.**

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 Emergency and Transitional Housing.

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 Emergency and Transitional Housing 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).

6. Any questions regarding this solicitation should be in writing, addressed to the undersigned at kendra_harding@orp.uscourts.gov or 503-381-7924.

Sincerely,

Kendra Harding
Sr. U.S. Probation 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 April 8, 2021, through September 30, 2021. Pricing applicable to work performed during each twelve-month period shall be as shown below.

Pricing Table for Services

Item No.	Description	Quantity	Unit	Unit Price	Extended Price
1	3101 – Emergency and Transitional Housing	30 days	<i>Day</i>		
				TOTAL	

C. STATEMENT OF WORK

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 30 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).

(b) Statement of Work

“Statement of Work - 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.

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

The client's signature is required before releasing any information regarding the client or the defendant's/offender's services and progress to the USPO/USPSO. The vendor shall obtain the client's and USPO/USPSO's signature prior to the client's first appointment with the

service/treatment provider. The authorization to release confidential information shall be captured on the [Probation Form 11G](#) and/or [PSA Form 6](#).

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

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

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

- Maintain a secure filing system of information on all defendants/offenders to whom the vendor provides services under this contract. If information is maintained electronically, the vendor shall make a hard copy of all files available for review immediately upon request of the USPO/USPSO or designee.
- Segregate client files from other vendor records. This will facilitate monitoring and promote client confidentiality.
- Keep a separate file for each client.
- Create a separate file when a client on pretrial services supervision is sentenced to probation supervision, but continued in services with the vendor. The vendor may copy any information relevant from the pretrial services file and transfer it into the probation file, except for information covered under the Pretrial Services Confidentiality Regulations. The vendor and its subcontractors are authorized to access criminal history information available in pretrial services or probation records that have been provided by the USPO/USPSO. This information is provided solely for the purpose of providing services under this contract. Any unauthorized re-disclosure of this information may result in termination of this contract.
- Keep all client records for three years after the final payment is received for Government inspection and review, except for the following:
 - Appeals under subsection 4. Disputes, in Section I, or
 - Litigation or settlement of claims arising out of the performance of this contract, until final disposition of such appeals, litigation, or claims.

- At the expiration of the performance period of this contract, the vendor shall provide the USPO/USPSO or designee a copy of all client records that have not been previously furnished, including copies of chronological notes.

Chronological notes should:

- Record all contacts (e.g., face-to-face, telephone) with the client including collateral contacts with employers, USPO/USPSO and others. Records shall document all notifications of absences and any violation behavior.
- Be current and available for review by the USPO/USPSO or designee and by the Office of Probation and Pretrial Services (OPPS) at the Administrative Office.
- Chronological notes shall be legible and up-to-date

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

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

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

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

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

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

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

The vendor shall receive reimbursement for subpoenaed testimony through the Department of Justice based on its witness fee and expense schedule. The vendor must receive the necessary consent/release forms required under federal, state or local law from the Government.

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

Deliverable(s):

- **Monthly Progress Report**, (Probation Form 46R – 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).
 - Reflect any changes in the contract and probation form 45/program plan.”

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.
- Hermineh Schoelen, Financial Specialist
 - Devin Thompson, Procurement Specialist
 - Kendra Harding, Senior U.S. Probation Officer
 - Taylor Sevier, Supervising U.S. Probation Officer
 - Rory Herrera, Assistant Deputy Chief/Contracting 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)
<u> X </u>	Clause 3-3	Provisions, Clauses, Terms and Conditions - Small Purchases (JUN 2014)
_____	Clause 3-175	Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (JUN 2012)
_____	Clause 6-20	Insurance – Work on or Within a Judiciary Facility (APR 2011)
_____	Clause 7-55	Contractor Use of Judiciary Networks (JUN 2014)
_____	Clause 7-65	Protection of Judiciary Buildings, Equipment and Vegetation (APR 2013)
_____	Clause 7-115	Availability of Funds (JAN 2003)

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)

Additional Solicitation Provisions

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

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

(end)

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

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

(a) *Definitions.*

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

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

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

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

☐ TIN has been applied for.

☐ TIN is not required, because:

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

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

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

(e) *Type of organization:*

- ☐ sole proprietorship;
- ☐ partnership;
- ☐ corporate entity (not tax-exempt);
- ☐ corporate entity (tax-exempt);
- ☐ government entity (federal, state or local);
- ☐ foreign government;
- ☐ international organization per 26 CFR 1.6049-4;
- ☐ other _____.

(f) *Contractor representations.*

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

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

(end)

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

(a) The offeror shall check following certification:

CERTIFICATION

The offeror ☐ does ☐ does not certify that –

- (1) the items of equipment to be serviced under this contract are used regularly for other than government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;
- (2) the services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.
 - (i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at

which sales currently, or were last, made to a significant number of buyers constituting the general public.

(ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or contractor; and

(3) the compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

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

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision –
(1) [Clause 3-215, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements](#), will not be included in any resultant contract awarded to this offeror; and
(2) the offeror shall notify the contracting officer as soon as possible, if the contracting officer did not attach a Service Contract Act wage determination to the solicitation.

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

(end)

____ 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)