

**Attachment 3B - Open Market
Request for Quotations (Services)
Reentry Services
Lowest Price, Technically Acceptable**

Request for Quotation

RFQ Number: 1085-2017-SCWE

Request Date: August 25, 2017

To: Tulsa Welding School, 2545 E. 11th Street, Tulsa, OK 74104

Oklahoma Technical College, 4444 South Sheridan, Tulsa, OK 74145

Central Tech, 3 CT Circle, Drumright, OK 74030 (Sapulpa Campus)

Special Notes:

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

Quotes are to be delivered by **September 11, at 4:00 p.m. to 333 West 4th Street, Room 411, Tulsa, OK 74103 / Attention: Sean MacDonald**. Submit a technical proposal describing your approach and project management in accordance with the attached statement of work. Use the attached quote sheet for a price quotation broken down by task with any supporting documentation for the price attached.

A fixed price award from this RFQ will be made based on the lowest priced, technically acceptable offer. This RFQ may be awarded to more than one vendor.

Questions concerning this RFQ should be addressed to Sean MacDonald at U.S. District Court Clerk's Office, 333 West 4th Street, Room 411, Tulsa, OK 74103 / 918-699-4712 or at Sean_MacDonald@oknd.uscourts.gov. Questions should be submitted in writing no later than **September 8, 2017**.

Sincerely,

Sean MacDonald
Procurement Specialist

Attachment

Quote Sheet for RFQ Number: 1085-2016-SCWE

Item No.	Project Code	List of Project Code Descriptions	Estimated Monthly Quantity	Unit	Unit Price (not to exceed daily rate per person)	
1	3040	Job Training Diploma/Certification (Includes Welding: FCAW, GMAW, SMAW, and GTA).	5 people	Training cost per person per day	(contractor will fill in)	
<u>2</u>	3601	Employee Tools, Equipment, and Licensure	5 people	actual cost		
3	Task 3					
4	Task 4					
5	Task 5	(Continue on additional sheet(s), if necessary)				

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

Quantity Discount

Tax Identification Number

Printed or Typed Name of Signator

Discount Terms or Net 30?

Performance Start Date

1. DESCRIPTION/STATEMENT OF WORK

1.1 INTRODUCTION

- a. Pursuant to the authorities contained in 18 U.S.C. 3154 and 3672 and under the *Second Chance Act* (Public Law No. 110-199) and the *Judicial Administration and Technical Amendments Act* of 2008 (Public Law No.110-406), contracts may be awarded to provide reentry services for federal offenders supervised by the United States Probation Office under the terms and conditions of this agreement.
- b. The services to be performed are indicated in the RFQ (request for quote). The vendor shall perform all services indicated in the Statement of Work of this agreement.
- c. The government will refer clients on an "as needed basis" and makes no representation or warranty that it will refer a specific number of clients to the vendor for services.

DEFINITIONS

- a. **"Offer"** means **"proposals"** in negotiation.
- b. **"Solicitation"** means a request for quotations (RFQ) in negotiation.
- c. **"Government"** means United States Government.
- d. **"Director"** means the Director of the Administrative Office of the United States Courts (unless in the context of a particular section, the use of "Director" manifestly shows that the terms was intended to refer to some other office for purposes of that section), and the term "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized in writing to act for the Director.
- e. **"Authorized representative"** means any person, persons, or board (other than the contracting officer and Chief Probation Officer) authorized to act for the head of the agency.
- f. **"Contracting Officer"** means the person designated by the Director or his duly authorized representative to execute this Agreement on behalf of the Government, and any other successor Contracting Officer who has responsibility for this Agreement; and the term includes, except as otherwise provided in this Agreement, the authorized representative of a Contracting Officer acting within the limits of his written authority.

- g. **"Client"** means any offender receiving reentry services while under the supervision of the Federal Probation and Pretrial Services System.
- h. **"Reentry Services"** means any service, other than substance abuse and mental health treatment, designed to protect the public and promote successful reentry of the offender into the community, to include treatment, equipment and emergency housing, corrective and preventative guidance and training and other rehabilitative services.
- i. **"Probation Officer"** (i.e., USPO) means an individual appointed by a United States District Court to provide pretrial, presentence and supervision (pre and post sentence) services for the court. "Probation Officer" refers to the individual responsible for the direct supervision of an individual receiving reentry services.
- j. **"Chief Probation Officer"** (i.e., CUSPO) means the individual appointed by the United States District Court to supervise the work of the court's probation staff. For the purpose of this contract, the "Chief Probation Officer" acts as the contract administrator on behalf of the Director of the Administrative Office of the United States Courts.
- k. **"Designee"** means the person selected by the Chief Probation Officer to act in his/her behalf in reentry service matters.
 - l. **"Clarifications"** are limited exchanges, between the Government and offerors, that may occur when award without discussions is contemplated. If award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of proposals or to resolve minor or clerical errors.
- m. **"AOUSC"** - Administrative Office of the U.S. Courts
- n. **"USPO"** - U.S. Probation Officer
- o. **"Probation Form 45"** - Program Plan
- p. **"COTR"** - Contracting Officer Technical Representative
- q. **"Case Staffing Conference"** - A meeting between the Officer and the provider to discuss the needs and progress of the offender. The offender may or may not be present at the conference.
- r. **"OPPS"** - Office of Probation and Pretrial Services, Administrative Office of the US Courts.

1.2 PURPOSE OF SERVICES

The United States Probation Office (hereafter USPO) shall provide a Program Plan (Probation Form 45) for each offender for whom services are authorized. The vendor shall provide services strictly in accordance with the Program Plan for each offender. The Government shall not be liable for any services provided by the vendor that have not been authorized for that offender in the Program Plan. The United States Probation Officer may provide amended Program Plans during the course of service delivery. The United States Probation Office will notify the vendor verbally and in writing via Probation 45 when services are to be terminated and shall not be liable for any services provided by the vendor subsequent to the verbal or written notification.

1.3 SCOPE

1. Vocational Testing, Training, Counseling, and Placement Services

The vendor shall provide one or more of the following services as indicated by the listing of the specific project code(s) in the RFQ:

- a. **Job Training (3040) - Unit: per day** -Pre-apprenticeship Welding training that provides instruction in a classroom or work-site setting designed for specific occupations to assist the participant in gaining the technical skills and/or information required to successfully perform a specific job or group of jobs. The vendor shall provide training services as outlined on the Program Plan following consultation with the USPO/USPSO which may include:
 - (1) Training for non-traditional employment;
 - (2) Programs that provide workplace training with related instruction, which may include activities such as cooperative education programs, job shadowing, internships, career simulations, and/or on-the-job training;
 - (3) Training programs operated by the private and public sector;
 - (4) Skill upgrading and retraining which may include:
 - (a) Courses that provide instruction toward preparation for entrance into a new occupation;
 - (b) Promoting skills upgrading to train defendant/offenders in specific skills needed by a particular business or industry that could lead to career growth or increased wages;
 - (c) Course instruction that develop occupational or professional competencies that will result in the acquisition of transferrable skills or an industry-recognized certification or credential.

The vendor shall ensure:

- (1) When applicable, that these services are provided by licensed/certified individuals who possess the qualifications/credentials of, and fulfill the standards of practice established by his/her recognized state or professional regulatory body, or by individuals who minimally hold a BA/BS degree in a related behavioral science field, and have at least one year of experience in providing vocational/career counseling services;
 - (2) That any services conducted by para-professionals who do not meet the criteria above are under the direct supervision of a credentialed practitioner as permitted by his/her recognized state or professional regulatory body and hold a BA/BS degree in a related behavioral science field with at least one year of experience in job readiness training.
 - (3) That a discharge summary (typed as requested by USPO/USPSO) is submitted to the USPO/USPSO **within 15 business days** of when services are terminated. The summary shall include goals attained, remaining needs, reason for discharge, and any recommendations for future interventions or referrals. In all cases, the discharge status (i.e., successful discharge, unsuccessful discharge, interruption of services, etc.) shall be clearly delineated; and
 - (4) That the vendor contacts the USPO/USPSO **within 24 hours** if the defendant/offender fails to report for appointments, violation conduct occurs, or third party risk issues are identified, and that any such conduct is documented in writing to the USPO. Factors which increase general risk of violence shall be communicated to the USPO/USPSO assigned to the case.
- b. **Employee Tools, Equipment, and Licensure (3601) - Unit: actual price -** Acquisition of required tools, equipment or vocational licenses that are cost-prohibitive for the defendant/offender.

1.4 SPECIAL REQUIREMENTS

Staff Requirements and Restrictions

- a. The vendor shall ensure that persons currently under pretrial services, probation, parole, mandatory release, or supervised release (federal, state or local) shall not perform services under this contract/agreement nor have access to offender files.
- b. The vendor shall ensure that persons charged with or under investigation for a criminal offense shall not perform services under this agreement nor have access to

offender files unless approved in writing by the Contracting Officer after consultation with OPPS and PMD.

- c. The vendor and its employees shall:
 - (1) Avoid compromising relationships with offenders and the probation staff;
 - (2) Not employ, contract with, or pay any offender or offender's firm or business to do any work for the vendor either at the vendor's facilities or personally for any of the vendor's employees during the period of this agreement;
 - (3) Report any such improprieties or the appearance thereof immediately to the USPO or designee; and
 - (4) Report to the USPO or designee any investigations, pending charges, arrests and/or convictions related to a criminal offense by staff performing services under this agreement within 48 hours obtaining knowledge.
- d. The vendor shall notify the USPO in writing of any staff changes and provide documentation of any required licensing, certification, experience, and education requirements.
- e. Failure to comply with the above terms and conditions could result in termination of this agreement.

Facility Requirements:

The vendor shall ensure that its facility(ies) has adequate access for offenders with physical disabilities.

Compliance with Laws and Regulations

The vendor shall comply with all applicable federal, state, and local laws and regulations in performance of the services required under this contract or agreement. Failure to do so may result in immediate termination, and subject the vendor under civil and/or criminal penalties.

Non-Discrimination Provisions

No person shall be excluded from participation in, be denied benefits to, or be subjected to discrimination in employment, because of race, creed, color, national origin, sex, sexual orientation, citizenship status, disability, age, marital status, or past convictions (unless the conviction is related to the prospective job).

1.5 ADDITIONAL REQUIREMENTS

(a) Submission of Prices

(1) Services

The offeror must provide a response to every requested service item.

(2) Prices

The prices submitted must reflect the requirements of the Statement of Work for each project code requested as well as all terms and conditions of the contract that relate to that service item.

(b) Acceptable Responses

(1) Unit Price

Sliding price scales will not be accepted by the Government. The price will reflect the unit as defined in the Statement of Work for each project code.

(2) "N/C" = No Charge

For any item that the offeror will provide without charge or without additional charge, the offeror shall insert "N/C" in the Unit Price column of the RFQ.

(c) Subcontracting

For service items that the offeror will be subcontracting, the offeror shall insert the letter "S" following the price inserted in the Unit Price column. Services referred to another vendor shall be considered subcontracting and shall require the "S" designation.

(d) Prices and "No Shows"

A "No Show" occurs when a client does not appear for a scheduled service that is rendered on an individual basis, and the client fails to cancel the appointment at least 24 hours in advance. Offerors may factor the price of client "No Shows" for prescheduled appointments into the unit prices for the project codes. **It is estimated that clients fail to appear for prescheduled individual services approximately 5% of the time, although specific services may experience a higher rate of "no shows".**

(e) Estimated Monthly Quantity

The figures provided in the Estimated Monthly Quantity column of the RFQ are estimates of the frequency that the services will be required. These figures are estimates only and the government is not bound to meet these estimates.

(f) **Representations, Certifications, and Other Statements of Offeror**

The Offeror's Statements, Qualifications, and References contained in Attachments A through D to this solicitation document shall be completed and submitted as follows:

Preparation of Narrative Statement - (Attachment A)

1. Each offeror shall prepare and submit as part of its offer a **NARRATIVE STATEMENT** in which the offeror describes how it will provide the mandatory requirements stated in the project code descriptions in the Statement of Work. If the offeror is proposing subcontractor(s) to perform any services, the offeror shall identify the proposed subcontractor and describe in the narrative statement how the subcontractor will provide services and meet the requirements of the RFQ. It is imperative that this section be completed in such detail so as to determine that the offeror has met the mandatory requirements. A general statement that the offeror will comply with RFQ requirements is not sufficient.

Preparation of Background Statement (Attachment B)

2. Each offeror shall prepare and submit as part of its offer a separate **BACKGROUND STATEMENT** in which the offeror describes its experience in providing the requested contract services. If the offeror is proposing any subcontractors to perform services, the offeror also shall comply with the requirements in paragraph 1 pertaining to proposed subcontractors.
 - a. Include copies of all applicable building, state, and/or local licenses and/or inspection reports for the preceding 12 months, and/or state certifications where appropriate. Offerors are not required to provide copies of the aforementioned documentation for proposed subcontractors; however, the offeror is responsible for ensuring that proposed subcontractors have appropriate state and local licenses and certifications and are in compliance with state and local regulations.
 - b. By submitting the **BACKGROUND STATEMENT** the offeror warrants that all information contained therein is correct and accurately reflects the offeror's ability to perform.

Preparation of Staff Qualifications - (Attachment C)

3. The offeror shall prepare and submit the **OFFEROR'S STAFF QUALIFICATION FORM** for all staff performing services under any resultant contract, and certify therein that no proposed staff members are under investigation for or charged with a criminal offense and/or under pretrial, probation, parole, mandatory release or supervised release (federal, state, or local). The offeror shall also certify that no proposed staff members have been convicted of any sexual offense (including but not limited to child pornography offenses, child exploitation, sexual abuse, rape, or sexual assault) or are required under federal, state or local law to register on the Sexual Offender registry. Attachment C shall also be prepared for all proposed subcontractor staff performing services.

2.0 DESCRIPTION OF DELIVERABLE(S)

a. Offender Records and Conferences

(1) File Maintenance

The vendor shall:

- (a) Maintain a secure filing system of information on all offenders to whom the vendor provides services under this contract/agreement. The use of electronic files is not approved under this contract/agreement.
- (b) Keep a separate file for each offender.
- (c) Keep all offender records for three years after the final payment is received for Government inspection and review, **except for the following:**
 - (1) Appeals under subsection 4. Disputes, in Section I, or
 - (2) Litigation or settlement of claims arising out of the performance of this agreement, until final disposition of such appeals, litigation, or claims.
- (d) At the expiration of the performance period of this agreement, the vendor shall provide the USPO or designee a copy of all offender records that have not been previously furnished, including copies of chronological notes.

b. Disclosure

The vendor shall:

- (1) Protect **CONFIDENTIAL** records from disclosure except in accordance with item number b. (2), (3), (4) and (5) below.
- (2) Obtain offender's authorization to disclose confidential information to the USPO. If the vendor is unable to obtain this disclosure, the vendor shall notify the USPO immediately.
- (3) Disclose offender records upon request of the USPO or designee to the USPO or designee.
- (4) Make its staff available to the USPO to discuss issues of an offender.
- (5) Disclose offender records only in accordance with 42 C.F.R. Part 2, and 45 C.F.R. § 160.201 to 205 and Part 164 (even if the vendor is not otherwise subject to 45 C.F.R. § 16.201 to 205, and part 164). The vendor shall disclose records only after advising the USPO of the request and any exceptions to the disclosure of, or an individual's right of access to reentry services information that might apply.

- (6) 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. 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 and the imposition of civil penalties.
- (7) Ensure that all persons having access to or custody of offender records follow the disclosure and confidentiality requirements of this agreement and all applicable state and federal law.
- (9) Notify USPO immediately upon receipt of legal process requiring disclosure of offender records.

Note: The Government agrees to provide any necessary consent forms that the federal government or federal, state or local law requires.

c. **File Content**

The vendor's file on each offender shall contain the following records:

- (1) **Chronological Notes** that:
 - (a) Record all contacts (e.g., face-to-face, telephone) with the defendant/offender including collateral contacts with family members, employers, USPO and others. Records shall document all notifications of absences and any violation behavior.
 - (b) Are current and available for review by the USPO or designee and by the Office of Probation and Pretrial Services (OPPS) at the Administrative Office.
 - (c) Chronological notes shall be legible and up-to-date.
- (2) **Program Plan** (Probation Form 45) that:
 - (a) Identifies vendor services to be provided to the offender and billed to the Government under the terms of the agreement, and any co-payments due by the offender. Plan may contain amendments.
 - (b) Is prepared by the USPO and authorizes the vendor to provide services to the offender.
 - (c) USPO shall amend the Program Plan (Probation Form 45) when changing the services the vendor shall perform, their frequency, or other administrative changes (e.g. co-payment amounts) and upon termination of services.
- (3) **Amended Program Plan** (Probation Form 45) (if applicable) that USPO prepares:

- (a) If service delivery changes from existing Program Plan (Probation Form 45).
 - (b) To obtain additional services for an offender during the agreement.
 - (c) To document any other changes in co-payments, frequency of services, etc.
 - (d) To terminate services.
- (4) **Authorization to Release Confidential Information** (Probation Form 11G- **Attachments 3a**) that:
- (a) The offender and USPO sign prior to the offender's first appointment with the service provider.
 - (b) The vendor shall obtain the offender's signature before releasing any information regarding the offender or the offender's services and progress to the USPO.
- (5) **Certification of Attendance/Hours.** The vendor shall submit with the monthly invoice, a document which certifies the number of hours worked/attended. If applicable, the vendor must provide verification the offender has been paid. This documentation will be used by the USPO or designee to certify the monthly invoice.

d. **Case Staffing Conference**

Upon USPO referral of an offender to the vendor, the vendor shall:

- (1) Communicate at least monthly either face-to-face, via telephone conference, or via e-mail with the USPO to discuss the offender's progress.
- (2) If considering termination/discharge of the offender, the offeror shall first staff the reason for termination/discharge with the USPO. In the event immediate termination/discharge of the offender is necessary, the offeror must communicate the reason for termination with the USPO.
- (3) Consult and meet as requested by the USPO.

NOTE: The price of case staffing conferences and consultations are included in the unit prices listed in each project code description.

e. **Vendor Testimony**

The vendor, its staff, employees and/or subcontractors shall:

- (1) Appear or testify in legal proceedings convened by the federal court or Parole Commission only upon

- (a) order of the federal court with jurisdiction, and
- (b) a request by the United States Probation and Pretrial Services Offices, United States Attorney's Offices, or United States Parole Commission, or
- (c) In response to a subpoena.
- (2) Provide testimony including but not limited to a offender's: attendance record; general adjustment to program rules; type and frequency of services; and response to services;
- (3) Receive reimbursement for subpoenaed testimony through the Department of Justice based on its witness fee and expense schedule.
- (4) Receive necessary consent/release forms required under federal, state or local law from the Government.
- (5) Not create, prepare, offer, or provide any opinions or reports, whether written or verbal that are not required by this statement of work and the treatment program unless such action is approved in writing by the Chief US Probation Officer or Chief US Pretrial Services Officer.

Notifying USPO of Offender Behavior

The vendor shall:

- a. Notify the USPO within 24 hours of offender behavior including but not limited to:
 - (1) Failure to appear as directed for appointments, evaluation, testing sessions, training requirements, scheduled work, etc. (i.e., no-show).
 - (2) Failure to follow vendor staff direction.
 - (3) Apparent failure to comply with supervision conditions

NOTE: Vendor shall report any information from any source regarding an offender's apparent failure to comply with supervision conditions.

Local Services

JOB TRAINING DIPLOMA/CERTIFICATION

*3040

The USPO is only responsible for payment as long as the offender/defendant participates in the program under an open Program Plan (Probation Form 45). If the offender/defendant fails to complete the training program, any outstanding balance owed following termination of the program will be the responsibility of the offender/defendant and not the USPO.

3.0 **SCHEDULE FOR PERFORMANCE AND DELIVERY/MILESTONE SCHEDULES**

The project codes described in the Statement of Work define time limitations for each provided service. Some of the services are on-going.

The vendor shall submit a detailed monthly invoice (**Attachment 6**) which shall be received by the 10th day of the following month. (i.e. October services shall be invoiced and received by November 10th.) document which certifies the number of hours worked/attended. If applicable, the vendor must provide verification the offender has been paid. This documentation will be used by the USPO or designee to certify the monthly invoice.

4.0 **REVIEW PERIOD FOR DELIVERABLE(S)**

The U.S. Probation Office reserves the right to review deliverables at any time during the course of the award. These reviews may include on-site visits and/or written reports. If deficiencies are noted, the contractor will be given written notice to correct the noted deficiencies as provided in the written notice of at least 10 days but no more than 30 days, unless deficiencies are so egregious as to warrant immediate termination of the contract. Failure to correct the deficiencies within the specified time frame may result in termination of the contract. Any corrections are to be accomplished at no additional cost to the judiciary.

5.0 **ENVIRONMENT**

On site visits may be conducted for those offeror's whose proposals are determined technically acceptable based on the above stated criteria and meet the lowest price requirement. On sites may be conducted to verify the offeror's written proposal. There may also be on-site evaluations for all subcontractors providing services.

6.0 ACCEPTANCE CRITERIA FOR DELIVERABLE(S)

Attachment A

OFFEROR'S NARRATIVE STATEMENT

As required in Section 1.5, Preparation of Narrative Statement, the offeror shall prepare a Narrative Statement below which describes how the offeror will provide the mandatory requirements states in the project code descriptions in the Statement of Work (attach pages as needed labeled as subsets of this Attachment number).

OFFEROR'S BACKGROUND STATEMENT

As required in Section 1.5, Preparation of the Background Statement, the offeror shall prepare a Background Statement below which describes its experience in providing the requested contract services (attach pages as needed labeled as subsets of this Attachment number).

OFFEROR'S STAFF QUALIFICATIONS

As required in Section 1.5, Preparation of Staff Qualifications, the Offeror shall prepare and submit below, (attach pages as needed labeled as subsets of this attachment number), for all staff performing services under any resultant Agreement, including licenses and certification and identifying any staff members that are under pretrial services, probation or supervised release supervision. If resumes are submitted they should reflect the duties and responsibilities with the offeror. The offeror shall complete the certification section below.

NAME	TITLE	DUTIES	EDUCATION	EXPERIENCE	CERTIFICATION
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CERTIFICATIONS

☐ I certify herein that no proposed staff members are under investigation for or charged with a criminal offense and/or under pretrial, probation, parole, mandatory release or supervised release (federal, state, or local).

☐ I certify herein that no proposed staff members have been convicted of any sexual offense (including but not limited to child pornography offenses, child exploitation, sexual abuse, rape, or sexual assault) or are required under federal, state or local law to register on the Sexual Offender registry.

SIGNATURE: _____ DATE: _____

PURCHASE ORDER TERMS AND CONDITIONS
Provisions and Clauses

I. REQUIRED PROVISIONS AND CLAUSES FOR ALL OPEN MARKET SMALL PURCHASES

1) JP3 Provision B-1, Solicitation Provisions Incorporated by Reference (AUG 2004)

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/clauses.htm>

2) JP3 Clause B-5 Clauses Incorporated by Reference (OCT 2006)

This procurement 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/clauses.htm>

3) The following clauses are included by reference:

JP3 Clause 1-15, Disclosure of Contractor Information to the Public (AUG 2004)

JP3 Clause 3-3, Provisions, Clauses, Terms and Conditions - Small Purchases (OCT 2006)

(The contracting officer will attach any other applicable standard judiciary provisions or clauses. The contracting officer will not include provisions or clauses which are already in the JP3 clause 3-3. CO Note: Before including additional provisions or clauses refer to the JP3 Appendix B matrix to determine, if the provision or clause can be included by reference or must be included in full text.)

This Statement is for Information Only. It is not a Wage Determination.

Employee Class

Monetary Wage-Fringe Benefits

4) JP3 Provision 3-5, Taxpayer Identification (JAN 2003)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the offeror is a member.

“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) through (f) 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 6050M, 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) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent

Name _____

TIN _____