

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER F4G3B78252AQ01		PAGE 1 OF 13			
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER FA5209-08-T-0324		6. SOLICITATION ISSUE DATE 15-Sep-2008	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MASAHIRO KANEKO			b. TELEPHONE NUMBER (No Collect Calls) 042-551-6735		8. OFFER DUE DATE/LOCAL TIME 02:00 PM 22 Sep 2008		
9. ISSUED BY 374TH CONTRACTING SQUADRON UNIT 5228, BLDG 620, YOKOTA AB FUSSA-SHI, TOKYO 197-0001 TEL: FAX:		CODE FA5209		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. DISCOUNT TERMS	
15. DELIVER TO 374TH CIVIL ENGINEER SQ OPS FLIGHT UNIT 5104 BLDG 838 APO AP 96328 TEL: 225-7011 FAX:		CODE F4G3B7		16. ADMINISTERED BY CODE					
17a. CONTRACTOR/OFFEROR TEL.		CODE		18a. PAYMENT WILL BE MADE BY CODE		CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY		22. UNIT	23. UNIT PRICE	24. AMOUNT
		SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED									
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED									
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>					29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED : YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:				

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
------------------------------------------------------------------------------------	--------------------	---------------------------------	------------------------------------------------------------------------------------------------------------------	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
42b. RECEIVED AT (<i>Location</i>)	
42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

Addenda to Block 19 – 24 of SF 1449

SCHEDULE
SUPPLIES OR SERVICES AND PRICES/COSTS:

NON-PERSONAL SERVICE, CONTRACTOR SHALL PROVIDE ALL NECESSARY PERSONNEL, SUPERVISION, MANAGEMENT, TOOLS, EQUIPMENT, TRANSPORTATION, MATERIALS AS DESCRIBED IN THE ATTACHED PERFORMANCE-BASED WORK STATEMENTS (PWS), AND ANY OTHER ITEMS OR SERVICES NECESSARY TO INSPECTION, MAINTENANCE AND REPAIR SERVICE OF BAR CODE ISSUE MANAGEMENT SYSTEM FOR SELF-HELP STORE AT YOKOTA AIR BASE, JAPAN.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Insp & Maint Svc of Bar Code System FFP Basic Period: 1 Oct 08 thru 30 Sep 09 The Contractor shall perform Monthly Preventive Maintenance and On-Call Remedial Maintenance Services in accordance with the terms and conditions specified in the Performance-based Work Statement (PWS) attached and the subject contract. NSN: R408-BA-COD-SYST PURCHASE REQUEST NUMBER: F4G3B78252AQ01 SIGNAL CODE: A	12	Months	Y	Y

NET AMT

Y

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Insp & Maint Svc of Bar Code System FFP Option One (1) Period: 1 Oct 09 thru 30 Sep 10 The Contractor shall perform Monthly Preventive Maintenance and On-Call Remedial Maintenance Services in accordance with the terms and conditions specified in the Performance-based Work Statement (PWS) attached and the subject contract. NSN: R408-BA-COD-SYST SIGNAL CODE: A	12	Months	Y	Y

NET AMT

Y

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	Insp & Maint Svc of Bar Code System FFP Option Two (2) Period: 1 Oct 10 thru 30 Sep 11 The Contractor shall perform Monthly Preventive Maintenance and On-Call Remedial Maintenance Services in accordance with the terms and conditions specified in the Performance-based Work Statement (PWS) attached and the subject contract. NSN: R408-BA-COD-SYST SIGNAL CODE: A	12	Months	Y	Y

NET AMT

Y

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	Insp & Maint Svc of Bar Code System FFP Option Three (3) Period: 1 Oct 11 thru 30 Sep 12 The Contractor shall perform Monthly Preventive Maintenance and On-Call Remedial Maintenance Services in accordance with the terms and conditions specified in the Performance-based Work Statement (PWS) attached and the subject contract. NSN: R408-BA-COD-SYST SIGNAL CODE: A	12	Months	Y	Y

NET AMT

Y

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 OPTION	Insp & Maint Svc of Bar Code System FFP Option Four (4) Period: 1 Oct 12 thru 30 Sep 13 The Contractor shall perform Monthly Preventive Maintenance and On-Call Remedial Maintenance Services in accordance with the terms and conditions specified in the Performance-based Work Statement (PWS) attached and the subject contract. NSN: R408-BA-COD-SYST SIGNAL CODE: A	12	Months	Y	Y

NET AMT

Y

TOTAL AMOUNT OF BASIC AND ALL OPTION PERIODS:

Y

Note 1: The government contemplates award of a Firm-Fixed-Price type contract resulting from this solicitation.

Note 2: Solicitation provisions will be physically removed from any resultant award, but will be deemed to be incorporated by reference in that award.

Addenda to SF 1449

Block 17b of SF 1449, Remittance Address:

If the remittance address is different from the mailing address, enter the remittance address below. Failure to provide this information may impact payment.

Block 18b of SF 1449, submit invoices to the following address:

374 CES/CEOSL
Unit 5104, Bldg 933
Self-Help Store
Yokota Air Base
Fussa-shi, Tokyo
197-0001 Japan

Block 25, SF 1449, Accounting and Appropriation Data:

5793400 309 7451 3A4436 53341 22178F668800 F68800 WO: A89148

52.212-4 Contract Terms and Conditions--Commercial Items FEB 2007

Addendum to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (Feb 2007):

(k) Taxes. The text is deleted and replaced as follows:

(a) Unless otherwise provided in this contract, the contract price includes all applicable taxes and duties, except taxes and duties that the Government of the United States and the Government of Japan have agreed shall not be applicable to expenditures in Japan by or on behalf of the United States.

(b) The Status of Forces Agreement between the Japan and the United States and implementing the Japanese laws authorizes the United States exemption from certain Japanese taxes for materials, supplies, equipment and services procured for official purpose in Japan by the United States Armed Forces or by authorized agencies of the United

States Armed Forces. Those taxes include (1) Consumption tax, (2) Gasoline tax and local road tax on gasoline, (3) Diesel oil tax, and (4) Liquefied petroleum gas tax.

(c) The Contractor will submit requests for gasoline or diesel oil tax exemption certificate to the Contracting Officer. This request will show the actual amount of gasoline or diesel oil used exclusively for the performance of this contract, with documentary evidence and detailed item breakdown to support the accurate consumption of gasoline or diesel oil, or other necessary information and data as may be required. The Contracting Officer will issue to the Contractor a tax exemption certificate for the actual amount of gasoline or diesel oil used exclusively for the performance of this contract.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2008) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (a) if the contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b)(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

- (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)
- (vi) 52.222-41, Service Contract Act of 1965 (Nov 2007)), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
- (vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.
- (viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.)
- (ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.)
- (x) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2006) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5 (DEVIATION)), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

52.217-8 OPTION TO EXTEND SERVICES NOV 1999

(The second sentence is deleted in its entirety)

For the purpose of this clause, the blank is completed as follows:

Not later than 60 days before the contract expires

Note: Since these services will be performed strictly in the country of Japan, the contractor is required to follow the labor standards of Japan. The rates will not be adjusted as a result of revisions to prevailing labor rates provided by the Secretary of Labor, as applicable to contracts performed in the United States.

Therefore, payment shall be made at the rates specified for the period of performance immediately preceding the period of extended services.

- 52.217-9 Option To Extend the Term of the Contract MAR 2000
 For the purpose of this clause, blanks are completed as follows:
 (a) 30 days before the contract expires;
60 days before the contract expires.
 (c) 66 months.
- 52.225-14 Inconsistency Between English Version And Translation Of Contract FEB 2000
- 52.233-4 Applicable Law for Breach of Contract Claim OCT 2004
- 252.222-7002 Compliance With Local Labor Laws (Overseas) JUN 1997
- 252.225-7041 Correspondence in English JUN 1997
- 252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS
 OUTSIDE THE UNITED STATES (MAR 2006)
 For the purpose of this clause, the blank is completed as follows;
 (b) None
- 252.232-7008 Assignment of Claims (Overseas) JUN 1997
- 252.233-7001 Choice of Law (Overseas) JUN 1997
- 5352.201-9101 OMBUDSMAN (AUG 2005)
 For the purpose of this clause, the blank is completed as follows:
 (c) Name: Michael E. Debreczeni, Lt Col, USAF
 Address: 374 Contacting Squadron
 Unit 5228, Bldg 620, Yokota Air Base
 Fussa-shi, Tokyo 197-0001
 Phone No: 042-552-2511, Ext 57099
 Facsimile No: 042-552-2511, Ext 53346
 E-mail: michael.debreczeni@yokota.af.mil
 Concerns, issues, disagreements, and recommendations that cannot be resolved at the Squadron Ombudsman level may be brought by the concerned party for further consideration to the MAJCOM Ombudsman, Frederick Mark, HQ PACAF/A7KP, Hickam AFB, HI 96853-5427, Phone No. 808-449-8572, Facsimile No: 808-449-8571. Concerns, issues, disagreements, and recommendations that cannot be resolved at the MAJCOM Ombudsman level may be brought by the concerned party

for further consideration to the Air Force Ombudsman, Associate Deputy Assistant Secretary (ADAS)(Contracting), SAF/AQC, 1060, Air Force Pentagon, Washington DC 20330-1060, Phone No: 703-588-7004, Facsimile No: 703-588-1067

- 5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (AUG 2007)
 For the purpose of this clause, the blank is completed as follows;
 (b) None
 (d) Not Applicable

LIST OF DOCUMENTS, EXHIBITS, OR ATTACHMENTS:

<u>Attachment No.</u>	<u>Title</u>	<u>Date</u>	<u>Page No.</u>
1.	Performance-based Work Statement for Inspection, Maintenance and Repair Service of Bar Code Issue Management System for Self-help Store at Yokota Air Base, Japan	28 Aug 2008	7
2.	Alternate Performance Plan for Inspection, Maintenance and Repair Service of Bar Code Issue Management System for Self-Help Store at Yokota Air Base, Japan	28 Aug 2008	7
2.	Present/Past Performance Reference List	N/A	1

52.212-1 Instructions to Offerors--Commercial Items JUN 2008

FAR 25.212-2 EVALUATION—COMMERCIAL ITEMS (JAN 1999)

This provision is incorporated by reference, and paragraph (a) is modified to read as follows: (Evaluation will be accomplished IAW FAR 13.106)

(a) The government will award a contract resulting from this solicitation to the responsible offeror and whose offer conforming to the solicitation provides the best value to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- (i) Price
- (ii) Past performance

Past performance shall be evaluated for recency, relevancy and quality of performance.

Offerors shall submit a minimum of one (1) most recent and relevant past and present contract and subcontract performed for the US. Government, the Government of Japan or its political subdivisions, and commercial customers within the last three (3) years. "Relevant" is defined as "like services" when compared to this solicitation in terms of actual services provided. Offerors that are newly formed entities without prior contracts should list past performance information (i.e. contracts and subcontracts) for all key personnel.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

**FAR 52.212-3, OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS
(JUN 2008) (WITH ALTERNATE I (APR 2002))**

(Paragraphs (a), (b), (c), (d), (f), (g), (i), (k) and (m) are not applicable to this solicitation due to the non-applicability of FAR 19 and 22.)

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) Are, are not presently indicated for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) 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 Internal Revenue Service (IRS).

(2) 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 the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

- 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.

(4) 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 _____.

(5) Common parent.

- Offeror is not owned or controlled by a common parent;
- Name and TIN of common parent:
Name _____.
TIN _____.

(End of provision)