

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER
FF5209A5812101

PAGE 1 OF 20

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER FA5209-08-T-0172	6. SOLICITATION ISSUE DATE 10-Jun-2008
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME MASAHIRO KANEKO	b. TELEPHONE NUMBER (No Collect Calls) 042-551-6735	8. OFFER DUE DATE/LOCAL TIME 04:00 PM 24 Jun 2008
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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: 323117	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS
				<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	

15. DELIVER TO 374 SVS SVFI UNIT 5119 APO AP 96328-5119 TEL: FAX:	CODE	FF5209	16. ADMINISTERED BY	CODE
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17a. CONTRACTOR/OFFEROR	CODE		18a. PAYMENT WILL BE MADE BY	CODE	
TEL:	FACILITY 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
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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)
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<input 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 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:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	31c. DATE SIGNED
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30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:
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**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
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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 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42a. RECEIVED BY (<i>Print</i>)
	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 SERVICES, 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 PERFORM HORIZONS MAGAZINE PRINTING SERVICES FOR YOKOTA AIR BASE, JAPAN.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	NOT TO EXCEED AMOUNT
0001	Horizons Magazine Printing Services for Yokota AB FFP Basic Period: 1 Oct 08 thru 30 Sep 09 The Contractor shall perform monthly printing services (total 12 editions) in accordance with the attached PWS; See Exhibit A, Price List in support of CLIN 0001. NSN: T001-HO-RZN-MAGZ PURCHASE REQUEST NUMBER: FF5209A5812101 SIGNAL CODE: A				NTE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	NOT TO EXCEED AMOUNT
1001 OPTION	Horizons Magazine Printing Services for Yokota AB FFP Option One (1) Period: 1 Oct 09 thru 30 Sep 10 The Contractor shall perform monthly printing services (total 12 editions) in accordance with the attached PWS; See Exhibit B, Price List in support of CLIN 1001. NSN: T001-HO-RZN-MAGZ SIGNAL CODE: A				NTE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	NOT TO EXCEED AMOUNT
2001 OPTION	Horizons Magazine Printing Services for Yokota AB FFP Option Two (2) Period: 1 Oct 10 thru 30 Sep 11 The Contractor shall perform monthly printing services (total 12 editions) in accordance with the attached PWS; See Exhibit C, Price List in support of CLIN 2001. NSN: T001-HO-RZN-MAGZ SIGNAL CODE: A				

NTE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	NOT TO EXCEED AMOUNT
3001 OPTION	Horizons Magazine Printing Services for Yokota AB FFP Option Three (3) Period: 1 Oct 11 thru 30 Sep 12 The Contractor shall perform monthly printing services (total 12 editions) in accordance with the attached PWS; See Exhibit D, Price List in support of CLIN 3001. NSN: T001-HO-RZN-MAGZ SIGNAL CODE: A				

NTE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	NOT TO EXCEED AMOUNT
4001 OPTION	Horizons Magazine Printing Services for Yokota AB FFP Option Four (4) Period: 1 Oct 12 thru 30 Sep 13 The Contractor shall perform monthly printing services (total 12 editions) in accordance with the attached PWS; See Exhibit E, Price List in support of CLIN 4001. NSN: T001-HO-RZN-MAGZ SIGNAL CODE: A				

NTE

Note 1: The government contemplates award of a Firm-Fixed Price contract (Purchase Order) 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.

Note 3: Offers submitted in U.S dollars will be converted into Yen amounts for price evaluation. This conversion shall be in accordance with the rate of the Tokyo Stock/Exchange Market as of 04:00 P.M on 25 Jun 08 JST on the offer receipt date specified in Block 8 of Standard Form 1449 of subject solicitation.

Note 4: Ordering Procedures: Monthly Printing service will be ordered IAW the attached Price Lists to the Contractor. Any printing not listed in the Price Lists shall not be ordered. Funds (Not to Exceed amounts) are allocated in CLIN x001, and 374 FSS/FSK will place firm order against the Price Lists. For administration purpose 374 CONS/LGCBB and 374 FSS/FSK will keep track of the balance of findings on a monthly basis, therefore the Contractor shall submit monthly invoice with information of the description for printing, unit price and the total amount IAW the Price Lists to 374 FSS/FSK for acceptance of the service, as well as to 374 CONS/LGCBB as proof to ensure the stated description matches the Price Lists.

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:

Market/Publicity
374 FSS/FSX, Unit 5119
Yokota Air Base, Fussa-shi
Tokyo 197-0001 Japan

Block 25 of SF 1449, Accounting and Appropriation Data:

757 – Advertising

GENERAL PROVISIONS

I. DEFINITIONS (JAN 2005) - As used throughout this contract, the following terms and abbreviations have the meanings set forth below:

- a. The term "contract" means this agreement or order and any modifications hereto.
- b. The abbreviation "NAFI" means Nonappropriated Fund Instrumentality of the United States Government.

c. The term "Contracting Officer" means the person executing or responsible for administering this contract on behalf of the NAFI, which is a party hereto, or their successor or successors.

d. The term "Contractor" means the party responsible for providing supplies and/or services at a certain price or rate to the NAFI under this contract.

e. The abbreviation "FAR" means Federal Acquisition Regulation.

2. DISPUTES (NOV 2005)

a. Except as otherwise provided in this contract, any dispute or claim concerning this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall state his decision in writing and mail or otherwise furnish a copy of it to the Contractor. Within 30 days from the date of receipt of such copy, the Contractor may appeal by mailing or otherwise furnishing to the Contracting Officer a written appeal addressed to the Armed Services Board of Contract Appeals, and the decision of the Board shall be final and conclusive; provided that if no such appeal is filed, the decision of the Contracting Officer shall be final and conclusive. The Contractor shall be afforded an opportunity to be heard and to offer evidence in support of any appeal under this clause. Pending final decision on such a dispute, however, the Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the Contracting Officer unless directed to do otherwise by the Contracting Officer.

b. A claim by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. Contractors shall provide the certification specified below when submitting any claim. Any person duly authorized to bind the Contractor with respect to the claim may execute the certification.

"I certify that the claim is made in good faith; that the supporting data is accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify on behalf of the Contractor."

c. This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph "a" above, provided, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

3. LAW GOVERNING CONTRACTS (JAN 2005) - In any dispute arising out of this contract, the decision of which requires consideration of law questions, the rights and obligations of the parties shall be interpreted and determined in accordance with the substantive laws of the United States of America.

4. LEGAL STATUS (JAN 2005) - The NAFI is an integral part of the Department of Defense and is an instrumentality of the United States Government. Therefore, NAFI contracts are United States Government contracts; however, they do not obligate appropriated funds of the United States.

5. EXAMINATION OF RECORDS (JAN 2005) - This clause is applicable under contracts that are entered into by means of negotiation and where price and costing data are required to support a determination of price reasonableness. This clause does not apply to commercial items or when the Contracting Officer determines that prices agreed upon are based on adequate price competition. The Contractor agrees that the Contracting Officer or his duly authorized representative shall have the right to examine and audit the books and records of the Contractor directly pertaining to the contract during the period of the contract and until the expiration of three years after the final payment.

6. ASSIGNMENT (JAN 2005) - The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned. No assignment by the Contractor, assigning its rights or delegating its obligations under this contract will be effective and binding on the NAFI until the written terms of the assignment have been approved in writing by the Contracting Officer.

7. GRATUITIES (JAN 2005)

a. The NAFI may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found, after notice and hearing, by the Secretary of the Air Force or their duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent, or representative of the Contractor, to any officer or employees of the Government or the NAFI with a view toward securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract.

b. In the event this contract is terminated as provided in paragraph "a" hereof, the NAFI shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of contract by the Contractor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Air Force or their duly authorized representative) which shall be not less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

c. The rights and remedies of the NAFI provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

8. TERMINATION FOR CONVENIENCE (JAN 2005) - The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the NAFI. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with FAR, Sub Parts 49.1 and 49.2 in effect on this contract's date. To the extent that this contract is for services and is so terminated, the NAFI shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination, providing there are no Contractor claims covering nonrecurring costs for capital investment. If there are any such Contractor claims, they shall be settled in accordance with FAR, Sub Parts 49.1 and 49.2.

9. CANCELLATION BY MUTUAL AGREEMENT (JAN 2005) - Should the situation warrant, the parties upon mutual agreement and no costs, may cancel this contract.

10. TERMINATION FOR CAUSE (JAN 2005)

a. (1) The NAFI may, subject to paragraphs (c) and (d) below, by written notice of cause to the Contractor, terminate this contract in whole or in part if the Contractor fails to-

(i) Deliver the supplies or perform the service within the time specified within this contract or any Extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below);or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The NAFI's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of notice from the Contracting Officer specifying the failure.

b. If the NAFI terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will remain liable to the NAFI for any excess costs for those supplies or services. However the Contractor must continue the work not terminated.

c. The Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) act of the NAFI in either its sovereign or contractual capacity, (3) fires, (4)

floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and; (9) unusually severe weather. Defaults by subcontractors at any tier for any reason do not constitute causes beyond the control and without the fault or negligence of the Contractor.

d. If this contract is terminated for cause, the NAFI may require the Contractor to transfer title and deliver to the NAFI as directed by the Contracting Officer, any

(1) completed supplies, and

(2) partially completed supplies and materials, parts, tool dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as manufacturing materials in the clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the NAFI has an interest.

e. The NAFI shall pay the contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes Clause. The NAFI may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the NAFI against loss because of outstanding liens or claims of former lien holders.

f. If, after termination, it is determined that the cause by the Contractor was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience of the NAFI.

g. The rights and remedies of the NAFI in this clause are in addition to any other rights and remedies provided by law or under this contract.

11. INSPECTION AND ACCEPTANCE (JAN 2005) - Inspection and acceptance will be at destination, unless otherwise provided in this contract. Notwithstanding the requirements for any NAFI inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are specified for performance solely by the NAFI, the Contractor, shall perform or have performed the inspections and tests required to substantiate that the supplies provided under the contract conform to the drawings, specifications, and contract requirements listed herein, including if applicable the technical requirements for the manufacturers' part numbers specified herein. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. Acceptance of the supplies or services or a written notice of rejections must be accomplished on or before the fifth working day following delivery of the supplies or services, unless otherwise specified in this contract.

12. VARIATION IN QUANTITY (JAN 2005) - No variation in quantity of any item called for by this contract will be accepted unless authorized by the Contracting Officer.

13. PARTIAL DELIVERIES (JAN 2005) - Partial deliveries are not permitted unless authorized by the terms of the contract or approved by the Contracting Officer.

14. PAYMENTS (JAN 2005) - Partial payments will be made when deliveries are authorized or as approved by the Contracting Officer. Payments and penalties for late payments are subject to the requirements established by the Prompt Payment Act, as amended, and as implemented for NAFI's. If the NAFI makes payment but such payment fails to include a prompt payment penalty due to the Contractor within 10 days from when the contract payment is made, penalty amounts will not be paid unless the Contractor makes a written request within forty days after the date of payment.

15. HOLD AND SAVE HARMLESS (JAN 2005) - The Contractor shall indemnify, hold and save harmless, and defend the NAFI, its outlets and customers from any liability, claimed or established for violation or infringement of any patent, copyright, or trademark right asserted by any third party with respect to goods hereby ordered or any part

thereof. Contractor further agrees to hold the NAFI harmless from all claims or judgments for damages resulting from the use of products or services listed in this contract, except for such claims or damages caused by, or resulting from negligence of NAFI customers, employees, agents, or representatives. Also, Contractor shall at all times hold and save harmless the NAFI, its agents, representatives, and employees from any and all suits, claims, charges, and expenses which arise out of acts or omissions of Contractor, its agents, representatives, or employees.

16. MODIFICATIONS (JAN 2005) - No agreement or understanding to modify this contract will be binding upon the NAFI unless made in writing and signed by a Contracting Officer from the office that issued the contract or its successor.

17. TAXES (JAN 2005)

a. Except as may be otherwise provided in this contract, the contract price includes all taxes, duties or other public charges in effect and applicable to this contract on the contract date, except any tax, duty, or other public charge, which by law, regulation or governmental agreement, is not applicable to expenditures made by the NAFI or on its behalf; or any tax, duty, or other public charge from which the Contractor, or any subcontractor hereunder, is exempt by law, regulation or otherwise. If any such tax, duty, or other public charge has been included in the contract price, through error or otherwise, the contract price shall be correspondingly reduced.

b. If for any reason, after the contract date of execution, the Contractor or subcontractor is relieved in whole or in part from the payment or the burden of any tax, duty, or other public charge included in the contract price, the contract price shall be correspondingly reduced; or if the Contractor or subcontractor is required to pay in whole or in part any tax, duty, or other public charge which was not applicable at the contract date of execution the contract price shall be correspondingly increased.

18. PROOF OF SHIPMENT (JAN 2005) - (Applicable to shipments outside the United States through the Surface Deployment and Distribution Command (SDDC) and Parcel Post shipments to overseas destinations.)

a. Notwithstanding any clause of this contract to the contrary, payment will be made for items not yet received, upon receipt of an invoice accompanied by an appropriate proof of shipment. If shipment is made by insured parcel post, the contractor must furnish a copy of the Insured Mail Receipt issued by the US Postal Service. Otherwise, a stamped copy of a Certificate of Mailing issued by the US Postal Service must be furnished. If shipment is made by a common carrier (rail, air or motor freight), the Contractor must furnish a signed copy of the shipping document on which items are receipted for by the common carrier. A signed receipt by a NAFI representative at the delivery point (CCP or POE) is also acceptable evidence of proof of shipment.

b. Forwarding a proof of shipment and an invoice for payment by the Contractor shall be construed as a certification by the contractor that the items shipped conform to the specifications.

c. Notwithstanding any provisions of this clause or any payment made pursuant to the terms of this clause prior to receipt of the items contracted for, the NAFI retains the right to inspect upon receipt and the right to reject nonconforming items. The liability of the Contractor with respect to items for which payments have been made will, after inspection by the NAFI or after the expiration of a reasonable time following delivery to the NAFI within which inspection may be made, whichever occurs first, be limited to (i) exceptions taken at the time of inspection, and (ii) latent defects, fraud, or such gross mistakes as amount to fraud.

19. COMMERCIAL WARRANTY (JAN 2005) - The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the NAFI by any other clause of this contract. The printed terms and conditions of such warranty will be provided to the NAFI with the delivery of any supplies covered.

20. ADVERTISEMENTS (JAN 2005) - Contractor agrees that none of its nor its agent's advertisements, to include publications, merchandise, promotions, coupons, sweepstakes, contest, sales brochures, etc, shall state, infer or imply

that the Contractor's products or services are approved, promoted, or endorsed by the NAFI. Any advertisement, including cents-off coupons, which refers to a NAFI will contain a statement that the advertisement is neither paid for, nor sponsored in whole or in part by, the particular activity.

21. DISCOUNTS FOR PROMPT PAYMENT (JAN 2005)

a. Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

b. In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

22. INVOICES (JAN 2005):

a. An invoice is a written request for payment under the contract for supplies delivered or for services rendered. In order to be proper, an invoice should include (and in order to support the payment of interest penalties, must include) the following:

- (i) Invoice date;
- (ii) Name of Contractor;
- (iii) Contract number (including order number, if any), contract line item number, contract description of supplies or services, quantity, contract unit of measure and unit price, and extended total;
- (iv) Shipment number and date of shipment (Bill of Lading number and weight of shipment will be shown for shipments on Government Bills of Lading);
- (v) Name and address to which payment is to be sent (which must be the same as that in the contract or on a proper notice of assignment);
- (vi) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice; and
- (vii) Any other information or documentation required by other provisions of the contract (such as evidence of shipment). Invoices shall be prepared and submitted in duplicate (one copy shall be marked "Original") unless otherwise specified.

b. For purposes of determining if interest begins to accrue under the PROMPT PAYMENT ACT (PUBLIC LAW 97-177):

- (i) A proper invoice will be deemed to have been received when it is received by the office designated in the contract for receipt of invoices and acceptance of the supplies delivered or services rendered has occurred.
- (ii) Payment shall be considered made on the date on which a check for such payment is dated.
- (iii) Payment terms (e.g., "Net 20") offered by the contractor will not be deemed Required payment dates.
- (iv) The following periods of time will not be included:

(A) After receipt of improper invoice and prior to notice of any defect or impropriety, but not to exceed three days for meat and meat food products, five days for perishable agricultural commodities, and 15 days in all other cases, and

(B) Between the date of a notice of any defect or impropriety and the date a proper invoice is received. When the notice is in writing, it shall be considered made on the date shown on the notice.

23. ELECTRONIC FUND TRANSFER PAYMENTS (AUG 2007) - Federal law 31 USC requires Federal payments to be made by electronic fund transfer. Any payment made on this contract will be made using the Government Purchase Card as the method of EFT (unless otherwise specified within the contract or exempted by law).

24. NOTIFICATION OF DEBARMENT/SUSPENSION STATUS (JAN 2005) - The Contractor shall provide immediate notice to the Contracting Officer in the event of being suspended, debarred or declared ineligible by any other Federal Department or agency, or upon receipt of a notice of proposed debarment from another DOD Agency, during the performance of this contract.

25. NON WAIVER OF DEFAULTS (JAN 2005) - Any failure by the NAFI at any time, or from time to time, to enforce or require strict performance of any terms or conditions of this contract will not constitute waiver thereof and will not affect or impair such terms or conditions in any way or the NAFI's right at any time to avail itself of such remedies as it may have for any breach or breaches of such terms and conditions.

Modified as of 10 Sep 07

LIST OF FAR CLAUSES INCORPORATED BY REFERENCE

The provisions of the following clauses set forth in the Federal Acquisition Regulation (FAR) or DoD FAR Supplement are hereby incorporated into this order or contract by reference with the same force and effect as though herein set forth in full. As used in the following clauses, the term "Government" is deleted and the abbreviation "NAFI" is substituted in lieu thereof. The date of each clause shall be the current date set forth in FAR or DoD FAR Supplement on the issuance date of this order or contract. Clauses made inapplicable by the reference or by the kind of order, contract (e.g., orders or contract for services instead of supplies) or dollar amount are self-deleting. The complete text of any clause incorporated in this order or contract by reference may be obtained from the contracting officer.

CLAUSE

<u>NO.</u>	<u>REFERENCE</u>	<u>CLAUSE TITLE</u>
26	2.243-1	Changes - Fixed-Price

Clause No.27 thru 39 do not apply.

40	52.217-8	<p>Option To Extend Services (Nov 1999)</p> <p>The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days before the contract expires.</p> <p>Note: Since these service will be performed strictly in the Country of Japan, the contractor is required to follow the labor standards of Japan, 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.</p>
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41	52.217-9	<p>Option To Extend The Term Of The Contract (Mar 2000)</p> <p>(a) The Government may extend the term of this contract by</p>
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written notice to the Contractor within 60 days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
 (b) If the Government 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 66 months.

42. 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, Fredrick Mark, **HQ PACAF/A7KP, Hickam AFB, HI 96835-5427**, 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
43. 5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE NSTALLATION (JUN 2002)
 For the purpose of this clause, the blank is completed as follows:
 (b) None.

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 Horizons Magazine Printing Services for Yokota Air Base, Japan	28 Apr 08	4
2.	Alternate Performance Plan for Horizons Magazine Printing Services for Yokota Air Base, Japan (not part of the resulting contract)	28 Apr 08	6
3.	Present/Past Performance Reference List (not part of the resulting contract)	N/A	1

4.	Present/Past Performance Questionnaires (not part of the resulting contract)	N/A	1
Exhibit A	Publication Price List under Basic Contract Period	N/A	4
Exhibit B	Publication Price List under Option One Period	N/A	4
Exhibit C	Publication Price List under Option Two Period	N/A	4
Exhibit D	Publication Price List under Option Three Period	N/A	4
Exhibit E	Publication Price List under Option Four Period	N/A	4

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

(a) This is a competitive best value source selection in which Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and past performance considered. The Government intends to make award to **the lowest priced offeror with acceptable past performance**. The Government intends to award without discussions with respective offerors. The Government, however, reserves the right to conduct discussions if deemed in its best interest. The following listed are evaluation factors that shall be used in the evaluation process:

1. Price
2. Past Performance

(I) Initially, offers shall be ranked according to evaluated prices. The price evaluation will be made on the basis of the total price of **the Standard Printing, 6,500 copies of Horizons magazine 44-page with half page binding** including all options except for “Optional Printings (See attached Exhibits, Price List).” Offers for the Optional Printing will not be evaluated, but will be examined for reasonableness for inclusion into the resulting contract (Purchase Order) and offers including unreasonable rates may be excluded from consideration for award, however the Government will not examine all Optional Printings as listed in the Price List. **374 FSS/FSK (Marketing) will select the Optional Printings mostly likely to be placed orders under this contract (purchase order), in order to examine for reasonableness of the price.** Single award will result from this evaluation. An offeror must therefore propose on all line items including options in Exhibits (See paragraph (b) below). The Government shall evaluate past performance information submitted only from the lowest priced offeror under this acquisition. If the lowest offeror meets the Government past performance acceptability standard as defined in below paragraph **B(1)**, the contract (Purchase Order) will be awarded to the lowest offeror with acceptable past performance. The lowest offeror fails to meet the Government past performance standard of acceptability as defined in below paragraph B(1), it will be eliminated from consideration for award. The Government will then evaluate the next low offeror’s past performance in the same manner. This process will continue until an offeror is found to meet the Government past performance standard of acceptability as defined in below paragraph B(1).

(ii) Using questionnaires if necessary when the offeror does not possess the performance experience with the US Government, the contracting officer shall evaluate performance information from all offerors based on the references provided by the offeror and data independently obtained from other Government and commercial sources. The purpose of the past performance evaluation is to allow the Government to assess the offeror’s ability to perform the effort described in this solicitation, based on the offeror’s demonstrated present and past performance on relevant contracts. Past performance will be evaluated for recency, relevancy, and quality. Offerors shall submit the most recent and relevant past and present contracts and subcontracts performed for the U.S. Government, the Government of Japan or political subdivisions, and commercial customers within the last three (3) years.

(iii) Past performance will be rated as **acceptable** or **not acceptable**. “**Recency**” is defined as past or current contracts performed in the last three (3) years. “**Relevancy**” is defined as “like services” as those described in this solicitation and of the same/similar magnitude of the effort. Relevant contracts are defined as paragraph **B(2) below**. “**Quality**” is described as how well the offeror performed past and present contracts. Past performance is acceptable when recent, relevant and quality performance is demonstrated.

(iv) Offerors are cautioned to submit sufficient information and in the format specified in **paragraph A below**. Offeror’s may be asked to clarify certain aspects of their proposal (*for example*, the relevance of past performance information) or respond to adverse past performance information to which the offeror has not previously had an opportunity to respond. Communication conducted to resolve minor or clerical errors will not constitute discussions and the contracting officer reserves the right to award a contract without the opportunity for proposal revision.

A. Past Performance Reference List: Only references for same or similar type contracts desired. Submit original plus one (1) copy. The response shall consist of **(1) Past Performance Reference List** and **(2) Past Performance Questionnaires**.

(1) Past Performance Reference List: Past Performance Reference List shall be submitted from offerors to 374 CONS/LGCBB, by either e-mail (masahiro.kaneko.jp@yokota.af.mil) or FAX (042-530-3319), *not later than xx Jun 08* to match the information of questionnaires as required in below paragraph (2). Offeror shall submit the reference list of **one (1) contract** (no more than **three (3) contracts**) performed (on-going or completed) as prime contractor, subcontractor, joint ventures and/or teaming partners of the most relevant contracts (similar in scope, size and complexity) for US Government agencies, Government of Japan or its political subdivisions, or commercial customers within the last 3 years of this solicitation release date. Furnish the following information for each reference on the list of contracts information:

1. Name of contracting activity (e.g. Government Agency/Company name)
2. Point of Contact (POC), Contracting Officer and/or Contract Administrator’s Phone/FAX number, and e-mail address (if available)
3. Contract number and project title
4. Contract Type (e.g. Firm-Fixed Price, IDIQ, Requirements type)
5. Total contract value
6. Performance period (e.g. date/month/year through date/month/year)
7. Description of contract work performed
8. Contracting Officer’s name and phone number
9. Government Inspector/commercial project manager and phone number
10. List of major subcontractors if applicable

In addition, the offeror may provide information on problems encountered on the contracts identified in **A(1)** above and corrective actions taken to resolve these problems. This may include a discussion of efforts accomplished by the offeror to resolve problems encountered on prior contracts as well as past efforts to identify and manage program risk.

(2) Past Performance Questionnaires: The Government requires the Past Performance Information of the contracts identified in Past Performance Reference List from each contracting activity or commercial activities. The offeror shall send out the Past Performance Questionnaires (See Solicitation Attachment #4) to respective Points of Contact (POCs) of contracting activity identified in Past Performance Reference List. The responsibility to send out the Past Performance Questionnaires rests solely with the offeror – i.e., it shall not be delegated to any other entity. Once the Past Performance Questionnaires are completed by your POCs, the information contained therein shall be considered sensitive and shall not be releasable. **Questionnaires shall be sent directly back to 374 CONS/LGCBB from evaluating agencies/companies, not later than 24 Jun 08** by either e-mail (masahiro.kaneko.jp@yokota.af.mil) or FAX (042-530-3319). Offerors are responsible for ensuring that their

reference sources receive the questionnaires in time to complete and return the questionnaire to 374th Contracting Squadron. No questionnaires will be accepted directly from the offeror being evaluated. The Government will evaluate the quality and extent of offeror's experience deemed relevant to the requirements of this solicitation. The Government will use information submitted by the offeror and other sources such as other Federal Government offices and commercial sources, to assess experience.

Relevant Contracts. Submit information on contracts that you consider relevant in demonstrating your ability to perform the proposed effort. Include rationale supporting your assertion of relevance. Offerors are required to explain what aspects of the contracts are deemed relevant to the proposed effort, and to what aspects of the proposed effort they relate. This may include a discussion of efforts accomplished by the offeror to resolve problems encountered on prior contracts as well as past efforts to identify and manage program risk. Relevant contracts (similar in scope, size and complexity) shall include the work requirement(s) listed in paragraph 1 of the PWS, summarized as follows:

- (i) Printing Magazine with Japanese industry standard line screen/PPI quality (non visible)
- (ii) Printing publications other than Magazine (i.e., books, entertainment publications, general interest publications, news publications, and professional publications)

B. Past Performance Evaluation:

(1) Based on evaluation results, each offeror will be assigned either acceptable or not acceptable rating as follows:

<u>Rating</u>	<u>Definition</u>
<u>Acceptable</u>	Based on the offeror's performance record, the Government has confidence the offeror will successfully perform the required effort.
<u>Not Acceptable</u>	Based on the offeror's performance record, doubt exists that the offeror will successfully perform the required effort.

(2) Past performance evaluation will be performed based on the following criteria:

1. Recency: Each contract will be confirmed whether the contract has been completed during the past 3 years from this solicitation release date, or is currently in progress.
2. Relevancy: A relevancy determination of the offeror's present and past performance as prime contractor, subcontractor, joint ventures, and/or teaming partners will be made. Higher relevancy will be assessed for contracts that are most similar to the effort, or portion of the effort, in accordance with the work scope described in paragraph 1 of the PWS, for which that contractor is being proposed, and may contribute to an overall higher relevancy score for the offeror. The Government is not bound by the offeror's opinion of relevancy.
3. Quality: Quality rating is assigned based on the Quality Rating Criteria evaluated under paragraph 3.a through 3.l of Past Performance Questionnaires (Solicitation Attachment #4).

C. Note, acceptability shall be determined based upon an integrated assessment of recency, relevancy, and quality for all past performance records (1-submitted performance record but no more than 3 records under this solicitation) considered. An unacceptable rating in one each (i.e., recency, relevancy or quality) for a particular record does not necessarily mean the offeror shall be deemed to have an overall unacceptable past performance.

(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.

(End of Provision)

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

The offeror represents and certifies as part of the offer that: (Check or complete all applicable boxes or blocks.)

1. TYPE OF BUSINESS ORGANIZATION (JUN 2001) The offeror or quoter, by checking the applicable box, represents that:

(a) it operates as a corporation incorporated under the laws of the State of _____, an individual, a partnership, a nonprofit organization, or a joint venture.

(b) if the offeror or quoter is a foreign entity, it operates as an individual, a partnership, a nonprofit organization, a joint venture, or a corporation registered for business in

(country)

2. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (JUN 2001).

The offeror represents that-

(a) It has, has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It has, has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards.

3. AFFIRMATIVE ACTION COMPLIANCE (JUN 2001). *The offeror represents (a) it has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.*

4. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (JUN 2001).

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern

to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a) (2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

5. BUY AMERICAN - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JUN 2001).

(a) *The offeror hereby certifies that each end product, except the end products listed in paragraph (b), is a domestic end product (as defined in the clause entitled "Buy American Act--, Trade Agreements Act--, and Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) Country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.*

(b) *Excluded End Products*

Line Item No. Country of Origin

(List as necessary)

(c) *Offers will be evaluated by giving certain preference to domestic end products and foreign qualifying country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:*

(i) *The offeror certifies that the following supplies qualify as "designated of NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act -- Trade Agreements Act -- Balance of Payments for Program" :*

(insert line item no.)

(ii) *The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act - Trade Agreements Act - Balance of Payments Program:*

(insert line item no.)

(d) *Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation.*

6. PAYMENT ADDRESS. Offeror must set forth the address where payment is to be made if the address is different than indicated in Block 17a of AF1449, Remittance Address

Payment is to be made to : _____

(Name of Firm)

(By)

7. ACKNOWLEDGEMENT OF AMENDMENTS

Amendment No. Date

The offeror acknowledges receipt _____

of Amendments to solicitation for _____

offers and related documents num- _____

bers and dated as follows. _____

8. AUTHORIZED NEGOTIATORS (JUN 2001)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the NAFI in connection with this request for proposals or quotations: [list names, titles, and telephone numbers of the authorized negotiators].

9. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (JUN 2001)

(a)(1) The offeror certifies, to the best of its knowledge and belief, that -

(i) The offeror and/or any of its Principals -

(A) Are _____ are not _____ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by and Federal Agency;

(B) 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 public (Federal, state or local) 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, or receiving stolen property; and

(C) Are _____ are not _____ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The offeror has _____ has not _____, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO

PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the NAFL, the Contracting Officer may terminate the contract resulting from this solicitation for default.
(End of Provision)

10. TAXPAYER IDENTIFICATION (JUN 2001)

(a) Definitions.

"Common parent," as used in this solicitation 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.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS).

(c) 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 U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state, or local government;

Other. State basis.

(d) Corporate Status.

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

Other corporate entity;

Not a corporate entity;

Sole proprietorship

Partnership

Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

Offeror is not owned or controlled by a common parent as described in

paragraph (a) of this clause.

_ Name and TIN of common parent:

Name

TIN

(End of provision)