

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER WT5JOM9090951		PAGE 1 OF 11	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER FA5209-09-T-0150	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME KEIKO OSAWA		b. TELEPHONE NUMBER (No Collect Calls) 042-552-3011		6. SOLICITATION ISSUE DATE 12-May-2009	
9. ISSUED BY 374TH CONTRACTING SQUADRON UNIT 5228, BLDG 620, YOKOTA AB FUSSA-SHI, TOKYO 197-0001 JAPAN 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: 813312		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	
15. DELIVER TO SEE SCHEDULE JAPAN TEL: FAX:		CODE SEESCH		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY 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.				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
<p>SEE SCHEDULE</p>					

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	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>)

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>Endangered Species Management Component FFP</p> <p>Non personal services: Contractor shall provide all necessary personnel, supervision, management, tools, equipment, transportation, materials and any other items or services necessary for Endangered Species Management Component to Integrated Natural Resources Management Plan for U.S. Army Garrison, Japan (USAG-J) Honshu Installations in accordance with the attached performance-based work statement.</p> <p>Period of Performance: 1 Jul 2009 or Date of Award whichever date is later through 30 Jun 2010</p> <p>NSN: F099-EN-DAN-GERS PURCHASE REQUEST NUMBER: WT5J0M90900951 SIGNAL CODE: A</p>	1	Lump Sum		

NET AMT

Note 1: The government contemplates award of a Firm-Fixed Price 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.

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, SF 1449, Submit invoices to the following address:

Directorate of Public Works
U.S. Army Garrison, Japan

CONTRACT CLAUSES:

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	MAR 2009
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004

CLAUSES INCORPORATED BY FULL TEXT

Addendum to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (Mar 2009):

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

(1) 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.

(2) 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.

(3) 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.

(u) Conciliation. Except as otherwise provided in this contract, any disagreement arising under this contract which is not resolved by the parties to this contract may be submitted to the United States - Japan Joint Committee for conciliation in accordance with Paragraph 10, Article XVIII of the Status of Forces Agreement under Article VI of the Treaty of Mutual Cooperation and Security between Japan and the United States of America. Requests by the Contractor shall be made in accordance with the following procedures:

(1) In the event the Contractor desires conciliation after the decision of the Contracting Officer has been served upon him, he will first file his appeal from such findings of fact with the appropriate authority in accordance with the clause of this contract entitled, "Disputes" and within the time limits described therein before filing a request for

conciliation with the Joint Committee and then request the appellate authority under the "Disputes" clause to suspend its action on his appeal until such time as the Joint Committee has had an opportunity for effecting conciliation.

(2) The request for conciliation will be submitted by the Contractor through the nearest Defense Facilities Administration Bureau, to the Contract Conciliation Panel of the Joint Committee. Upon the filing of the request with the Joint Committee, the Contractor will immediately notify the Contracting Officer in writing that the request for conciliation has been filed.

(3) In the event the disagreement submitted to the Joint Committee under subparagraph (2) above has been resolved through conciliation, it will be the responsibility of the Contractor to notify the appellate authority designated in the clause of this contract entitled, "Disputes", of the settlement of the dispute and to withdraw his appeal.

(4) In the event the Contractor has submitted a request for conciliation to the Joint Committee under subparagraph (2) above desires, notwithstanding tendency of his request for conciliation, that action by the appropriate authority under the clause of this contract entitled, "Disputes", be resumed on his appeal, it is his responsibility to so request the said authority in writing. The Joint Committee shall be immediately informed by the Contractor of his action taken hereunder.

(5) No request for conciliation can be submitted to the Joint Committee in the case of a dispute upon which the final decision of the appropriate authority under the clause of this contract entitled, "Disputes", has been rendered. Pending the hearing of the conciliation panel, the Contractor shall proceed diligently with the performance of the contract in accordance with the Contracting Officer's decision. The provisions of this clause shall not prejudice any right which the parties to the contract may have to file in a civil suit.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2009) (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 clauses in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 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.

(iii) Reserved.

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

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

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

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 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.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 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.

(End of clause)

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(For the purpose of this clause, the blank(s) is/are completed as follows:

(b)(1) The date when the Contractor submits first invoice, using EFT Form established by DFAS.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (Apr 2009) (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 (Apr 2009) (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)

(End of clause)

LIST OF DOCUMENTS, EXHIBITS, OR ATTACHMENTS:

<u>Attachment No.</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>
1.	Performance-Based Work Statement	8 May 09	12
2.	JEGS Natural Resources Including Endangered Species	2008	27

SOLICITATION PROVISIONS:

CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	JUN 2008
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Addendum to FAR 52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (JUNE 2008)

This provision is incorporated by reference and paragraph (c) is modified to read as follows:

Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers.

(End of Provision)

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a single 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 following listed are evaluation factors shall be used in the evaluation process.

(1) **Price** Initially, offers shall be ranked according to evaluated prices. The price evaluation will be made on the basis of the total price. A single award will result from this evaluation, therefore, an offeror must propose on all items.

(2) **Past Performance:**

(i) The Government will evaluate past performance information submitted from the lowest priced offeror under this acquisition. In the event that the lowest offeror fails to meet Government past performance acceptability standard as defined in below, the offeror will be eliminated from consideration for award and the Government will then evaluate the next low offeror's past performance. This process will continue until an offeror is found to have acceptable past performance.

(ii) 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. Past performance will be evaluated for recency, relevancy, and quality. The Contracting Officer shall evaluate /past performance information based on (1) the references provided by the offeror and (2) 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 past performance on relevant contracts. Offerors with no relevant past performance history are treated neither favorably nor unfavorably, however, the Government may use information obtained from other sources to determine a final past performance rating. Past performance evaluation will be performed based on the following criteria:

(A) **Recency:** The Government will confirm whether contracts submitted by the offeror has been completed within the past 3 years from the solicitation release date or are currently in progress.

(B) **Relevancy:** The Government will evaluate contracts submitted by the offeror to determine relevancy. Relevancy is defined as similar services when compared to this solicitation in terms of actual services provided. The Government is not bound by the offeror's opinion of relevancy.

(C) **Quality:** The Government will evaluate contracts submitted by the offeror to determine whether performance met or exceeded contractual requirements with few or no minor problems.

(iii) **Final Past Performance Rating:** Based on evaluation results, the low offeror will be assigned either acceptable or not acceptable rating as follows:

Acceptable: Based on an assessment of past performance information submitted by the offeror, the Government has concluded that the acceptable recency, relevancy and quality has been fully demonstrated.

Not Acceptable: Based on an assessment of past performance information submitted by the offeror, the Government has concluded that the acceptable recency, relevancy and quality has not been fully demonstrated.

(iv) **Past Performance Reference List:** Offerors shall submit a Past Performance Reference List to 374 CONS/LGCAB, by e-mail (keiko.osawa.jp@yokota.af.mil) or FAX (042-551-0973), not later than 3 Jun 09. Offerors shall submit the reference list with a minimum of **two (2) but not more than three (3)**. Furnish the following information for each reference:

- (A) Name of contracting activity (e.g. Government Agency/Company name)
- (B) Point of Contact (POC), Contracting Officer and/or Contract Administrator's Phone/FAX number, and e-mail address (if available)
- (C) Contract number and project title
- (D) Contract Type (e.g. Firm-Fixed Price, IDIQ, Requirements type)
- (E) Total contract value
- (F) Performance period (e.g. date/month/year through date/month/year)
- (G) Description of contract work performed
- (H) Contracting Officer's name and phone number
- (I) Government Inspector/commercial project manager and phone number
- (J) List of major subcontractors if applicable

(v) The offeror may provide information on problems encountered on the contracts identified in their Past Performance Reference List 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.

(b) 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)

**FAR 52.212-3, OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS
(FEB 2009) (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. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(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 (1)(3) through (1)(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)