Section K-Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payment To Influence Certain Federal Transaction	APR 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.0000-4309 NOTICE OF EVALUATION OF PAST PERFORMANCE

As part of the Responsibility Determination, the Contracting Officer will evaluate past performance to determine the offeror's capability to perform the contract. The offeror may include data below on recent contracts to help the Contracting Officer evaluate past performance. Failure to submit data or lack of any performance history will not in itself be a reason for determination of non-responsibility. The Contracting Officer is not limited to the information provided. The Contracting Officer may use this data along with data obtained from other sources which the Contracting Officer deems appropriate, to obtain sufficient information on the offeror's past performance to make a responsibility determination.

Contract Number And Description Of Supplies or Services	Award Date	Amount Dollars of Won	Contract Admin Office (Include Point of Contact and Phone Number)
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52.0000-4376 REPRESENTATIONS, AND CERTIFICATIONS

a. SUBCONTRACTING:

If the offeror contemplates subcontracting, it must obtain prior written approval of subcontractor from the PCO or ACO, and list below: (1) the names and addresses of the subcontractor(s), (2) the type of subcontracting, (3) the amount involved, and (4) the estimated price for each subcontract.

_____

_____

_____

b. AFFILIATED OFFERORS:

1. Business concerns are affiliates of each other when, either directly or indirectly, one concern controls or has the power to control the other, or a third party controls or has the power to control both.

2. Each offeror shall furnish, below, the following information:

(i) whether the offeror has any affiliates;

(ii) The names and addresses of all affiliates of the offeror; and

(iii) The names and addresses of all persons and concerns exercising control or ownership of the offeror and any or all of its affiliates, and whether they are common officers, directors, stockholders holding controlling interest, or otherwise.

AFFILIATED CONCERNCES: (Name, location and, in detail, controlling interest in each)

_____
_____
_____

c. PRINCIPAL OWNER(S) OR STOCKHOLDER(S):

Each offeror shall list below the name(s) and address(es) of the principal owner(s) or stockholder(s) of the company and percentage of ownership. If a major portion is publicly and/or otherwise widely distributed, state that, with the percentage so affected.

_____
_____
_____

d. STANDARDS OF CONDUCT CERTIFICATION:

This is to certify that, to the best of my knowledge and belief, except as described below, no representative of this firm who deals with US Government employees on any aspect of this procurement is a former US Government employee, to include former US military personnel. I understand that this certification is continuing in nature and places a duty on me and my firm to notify the Contracting Officer of any additional individual(s) who fit the above description prior to the individual's assuming duties.

(13) Name _____
Former rank/grade _____
Last US Government position _____

2. Name _____
Former rank/grade _____
Last US Government position _____

3. Name _____
Former rank/grade _____
Last US Government position _____

Firm _____
Name _____
Signature _____

Title _____
Date of Execution _____

e. TAXES

1. References:

(i) Contract clause entitled "FAR 52.229-06 Taxes—Foreign Fixed-Price Contracts (Jan 1991)."

(ii) US-ROK Status of Forces Agreement (SOFA), Articles IX and XVI.

(iii) ROK Customs Law, Law No. 1976, promulgated on 29 November 1967, as amended.

(A) ROK Value Added Tax Law, Law No. 2934, promulgated on 22 December 1976 (effective date 1 July 1977), as amended.

(v) ROK Special Excise Tax Law, Law No. 2935, promulgated on 22 December 1976 (effective date 1 July 1977), as amended.

2. Contractor shall state the types and estimated amount of taxed that would normally apply to such transaction but are excluded from this proposal.

(i) Customs Tax (except for ROK MND-funded contracts or delivery orders):

Name Of Item	Number of Units	Cost/Unit w/o Tax	% of Tax	Tax/Unit	Tax
Total					
_____	_____	_____	_____	_____	_____

This item will be imported specifically for this contract? Yes _____ No _____

(ii) Special Excise Tax:

Name Of Item	Number of Units	Cost/Unit w/o Tax	% of Tax	Tax/Unit	Tax
Total					
_____	_____	_____	_____	_____	_____

_____
Name of item manufacturer

(iii) Value Added Tax (VAT):

Input VAT on materials purchased for this contract. 10% _____
Input VAT on transportation leased/rented for this contract. 10% _____
Input VAT on equipment leased/rented for this contract. 10% _____
Input VAT on services purchased for this contract. 10% _____
Output VAT on total contract amount. 10% _____

(iv) Special Excise (Petroleum) Tax:

	No. of Liters	U/P w/o Tax	Tax/Unit	Total Tax Amount
Regular Gasoline	_____ (L)	_____	w_____	w_____
Premium Gasoline	_____ (L)	_____	w_____	w_____
Diesel	_____ (L)	_____	w_____	w_____
Other	_____ (L)	_____	w_____	w_____

(v) Education Tax.

3. Name of the oil company from which POL products will be purchased:

Oil Company: _____(Name only)

4. I certify by this submission that all supplies and services to be purchased for this contract have been proposed exclusive of Value Added Tax, applicable Customs Tax (except ROK MND-funded contracts and delivery orders), and Special Excise Tax.

_____

Signed (Chop)

g. CERTIFICATIONS AND REORESENTATIONS

By submitting an offer, each offeror agrees to be bound by all certifications and representations in this solicitation. The Government reserves the right to require any and all certifications and representations to be completed and signed in hard copy by the successful offeror prior to contract award. Failure of an offeror to complete the certifications and representations within the time directed by the Contracting Officer may result in a determination that the contractor is not a responsible offeror as to the acquisition.

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required bt the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701 (c) and 3325 (d), reporting requirements of 26 U.S.C.6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contrat.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701 ©(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,

(d) Taxpayer Identification Number (TIN).

_____ TIN: . _____

_____ TIN has been applied for.

_____ TIN is not required because:

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

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

_____ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

_____ Sole proprientorship;

_____ Partnership;

_____ Corporate entity (not tax-exempt);

_____ Corporate entity (tax exempt);

_____ Government entity (Federal, State, or local);

_____ Foreign government;

_____ International organization per 26 CFR 1.6049-4;

_____ Other _____

(f) Common parent.

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

_____ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND PTHER RESPONSIBILITY MATTERS (DEC 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 any 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 commection 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, tax evasion, 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 commection 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 no 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, resulting from this solicitation for default.

(End of provision)

SECTION L

SOLICITATION INSTRUCTIONS AND CONDITIONS (NONAPPROPRIATED FUNDS)

For use of this form, see AR215-4; the proponent agency is ODCSPER

L-1 DEFINITIONS

As used herein:

a. The term "solicitation" means an invitation for bids (IFB) when using sealed bidding and a request for proposal (RFP) when an acquisition is negotiated.

b. The term "offer" means "bid" when sealed bidding is used and "proposal" when an acquisition is negotiated.

L-2 PREPARATION OF OFFERS (FEB 1987)

(a) Offerors are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the offerors risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer, offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(c) For each item offered, offerors shall (1) show the unit prices/costs, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended prices/cost for the quantity of each item offered in the "Amount" column of the Schedule. In case of discrepancy between a unit price/cost and an extended price/cost, the unit price/cost will be presumed to be correct, subject, however, to correction the same extent and in the same manner as any other mistake.

(d) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(e) Offerors must state a definite time for delivery of supplies or for performances of services, unless otherwise specified the solicitation.

(f) Time if stated as a number of days, will include Saturdays, Sundays, and holidays.

L-3 EXPLANATION TO PROSPECTIVE OFFERORS (FEB 1987)

Any prospective offeror desiring an explanation or interpretation of the solicitation, drawing, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

L-4 ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS (FEB 1987)

Offerors shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; or (c) by letter or telegram. The NAFI must receive the acknowledgment by the time specified for receipt of offers.

L-5 SUBMISSION OF OFFERS (FEB 1987)

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice if that notice is received by the time specified for receipt of offers.

(c) Items samples, if required, must be submitted within the time specified for receipt of offers, unless otherwise specified in the solicitation, these samples shall be (1) submitted at no expense to the NAFI and (2) returned at the sender's request and expense, unless they are destroyed during preaward testing.

L-6 FAILURE TO SUBMIT OFFER (FEB 1987)

Recipients of this solicitation not responding with an offer should not return this solicitation, unless it specified otherwise. Instead, they should advise the issuing office by letter or postcard whether they want to receive future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OR PROPOSALS (FEB 1987)

(a) Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail (or telegram if authorized) and it is determined by the NAFI that the late receipt was due solely to mishandling by the NAFI after receipt at the Government installation; or

(3) is the only proposal received.

(b) Any modification of a proposal or quotation, except a modification resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as in subparagraphs (a)(1) and (2) above.

(c) A modification resulting from the Contracting Officer's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the NAFI after receipt at the Government installation.

(d) The only acceptable evidence to establish the date of mailing of a late proposal or modification sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, quotation, or modification shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or quoters should request the postal clerks to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the proposal wrapper of other documentary evidence of receipt maintained by the installation.

(f) Notwithstanding paragraph (a) above, a late modification of an otherwise successful proposal that makes its terms more favorable to the NAFI may be considered at any time it is received and may have been accepted.

(g) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposals before award.

L-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 1987)

(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 (1) the date of completion of performance of the services or delivery of the supplies to the carrier if acceptance is at point of origin, or date of delivery at destination or port of embarkation if delivery and acceptance are at either of these points, or (2) the date a proper invoice or voucher is received in the office specified by the NAFI, if the latter is later than date of performance or delivery. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which a wire transfer was made.

L-9a CONTRACT AWARD (FEB 1987) (NEGOTIATED PROCUREMENTS ONLY)

(a) The NAFI will award a contract resulting form the solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the NAFI, cost or price and other factors, specific elsewhere in this solicitation considered.

(b) The NAFI may (1) reject any or all offers if such action is in the public interest, (2) accept other than the lowest offer, and (3) waive informalities and minor irregularities in offers received.

(c) The NAFI may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) The NAFI may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may be submitted for quantities less than those specified. The NAFI reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specified otherwise in the offer.

(e) A written award or acceptance of the 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 NAFI may accept an offer (or part of an offer, as provided in paragraph (d) above), whether or not there are negotiations after its receipts, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the NAFI.

(f) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost of pricing data, the contract price will be subject to reduction, if cost or pricing data furnished is incomplete, inaccurate, or not current.

L-9b CONTRACT AWARD-SEALED BIDDING (AUG 1988)

(a) The NAFI will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the NAFI considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The NAFI may (1) reject any or all bids, (2) accept other than the lowest bid, and (3) waive informalities or minor irregularities in bids received.

(c) The NAFI may accept any item or group of items of a bid, unless the bidder qualified the bid by specific limitations. Unless otherwise provided in the Schedule, bids may be submitted for quantities less than those specified. The NAFI reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the bidder specifies otherwise in the bid.

(d) A written award or acceptance of a bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.

L-10 LABOR INFORMATION

General information regarding the requirements of the Walsh-Healy Public Contracts Act (41 U.S.C. 35-45), the Contract Work Hours Standards Act (40 U.S.C. 327-330), and the Service Contract act of 1965 (42 U.S.C. 351-357) may be obtained from the Department of Labor, Washington, DC 20210, or from any regional office of that agency. Requests for information should include the solicitation number, the name and address of the issuing agency, and a description of the supplies or services.

L-11 ORDER OR PRECEDENCE (FEB 1987)

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments, and (e) the specifications.

L-12 SITE VISIT (FEB 1986)

Offerors or quoters are urged and expected to inspect the site where the services are to be performed and satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable, In no event shall failure to inspect the site constitute grounds for a claim after contract award.

L-13 TYPE OF CONTRACT (FEB 1987)

The NAFI contemplates award of a Firm Fixed Price (*Contracting Officer insert specific type of contract)* contract resulting from this solicitation.

L-14 EVALUATION OF OFFERS FOR MULTIPLE AWARDS (AUG 1988)

Unless otherwise stated and in addition to other factors, offers will be evaluated on the basis of advantages and disadvantages to the NAFI that might result from making more than one award (*awards multiple).* It is assumed, for the purpose of evaluating proposals, that $250 would be the administrative cost to the NAFI for issuing and administering each contract awarded under this solicitation and individual awards shall be for the items or combinations of items that result in the lowest aggregate cost to the NAFI, including the assumed administrative costs.

L-15 SERVICE OF PROTEST

Protests, as defined in Paragraph 4-40 of AR 215-4, shall be served on the Contracting Officer by obtaining written and dated acknowledgement of receipt from;

US Army Contracting Command Korea
Chief, NAF Branch

L-16 FAR 52.215-7 -- UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS.(APR 1984)

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a completed and effective response to this solicitation are not desired and may be construed as an indication of the proposer's lack of cost consciousness. Elaborate art work, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor wanted.

L-17 RESTRICTION ON DISCLOSURE AND USE OF DATA

Proposer who includes in its proposals data that it does not want disclosed to the public for purposes or use by the NAFI except for evaluation purposes, shall-

a. Mark the title page with the following legend: "This proposal includes data that will not be disclosed outside the NAFI and will not be duplicated, used, or disclosed-in whole or in part-for purposes other than to evaluate this proposal. If, however, a contract is awarded to this proposer as a result in connection with the submission of this data, the NAFI will have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the NAFI's right to use information contained in this data if it is obtained from another source

without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets) and

b. Mark each sheet of data it wishes to restrict with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

L-21. ALTERNATE PROPOSALS.

Proposer is encouraged to submit alternate proposals, to propose alternate contract types, and to identify overly stringent or excessive requirements, specifications, or standards set forth in this solicitation. If the suggestions set out in such alternate proposals are adopted by the US Government, the solicitation will be amended so that proposers will have the same opportunity to adjust their proposals accordingly. The US Government reserves the right to reject alternate proposals. If a proposer submits an alternate proposal, it shall also submit, at the same time, a proposal which is in conform with the terms and conditions of this solicitation as presently stated.

L-28. DETERMINATION OF RESPONSIBILITY:

Proposer is advised that companies that are determined to be responsible by the Contracting Officer will be awarded contracts. To be responsible, a proposer shall possess integrity. Proposer or its employees, who engage in collusion, obtain US Government independent cost estimates, bribe US Government employees (US or Korean nationals), or conduct other fraudulent or unethical activities, will not be considered responsible. Proposer shall ensure that its price proposal is based upon its independent estimate of its true costs of performing the contract. Failure to comply with the above may result in non-responsibility determinations and possible debarment from future contracts with the US Government.

L-29 INFORMATION FOR KOREAN BUSINESS FIRMS

CAUTION

(a) **COMPETITION** The attached document is a competitive solicitation issued to Korean business firms in the Republic of Korea. Under the laws of the United States and the Republic of Korea, competition is defined as two or more qualified contractors independently preparing contract proposals.

(1) Any discussion of your price proposal with other competing business firms or with individuals outside of your firm is a bad business practice and constitutes a criminal act of collusion. Such acts will result in your firm being suspended from doing business with US Government world-wide.

(2) Your price proposal is a private business matter that should only be discussed with the US Contracting Officer issuing the solicitation.

(3) Your price proposal must be prepared based on your own best estimate to perform the services, construction or delivery of supplies without considering the US Government cost estimate. Using a US Government cost estimate will jeopardize your eligibility for award of the contract.

(b) **US GOVERNMENT ESTIMATED COST**. Business firms who illegally obtain information and pricing concerning US Government estimated costs for proposed contracts are committing crimes punishable by laws of Republic of Korea and United States and will be prohibited from being awarded any further contracts with the US Government.

(1) "Illegally obtain" in the above paragraph means to solicit or receive information on the US Government estimated cost for supplies, services or construction in advance of submitting your proposal to the contracting activity or anytime prior to contract award.

(2) All employees of your firm must be cautioned not to try to solicit such information, as the illegal act of your employee, as a representative of the firm, may result in punitive action for your entire firm and individuals in the firm.

(c) **FALSE INFORMATION**: Under Republic of Korea Law No 911, "Unfair Competition Prevention Act", Article Z, paragraph 6, persons stating or spreading false facts which damage the business credit of other persons who are in a position of competition with the person stating the false facts, shall be liable for damages inflicted on business interests due to such acts. In addition, credibility of business personnel and firms making false statements about other firms may be considered unreliable by Contracting Officers in evaluating responsibility for contract awards.

(d) **BRIBERY:** Any attempt to offer a gift (examples: products, construction, service, entertainment, food, money) to a US Government official with intent to influence a decision of a US official, is defined by US laws as bribery. Bribery exists whether or not the US official accepts the gift. Penalty for this act is suspension from doing business with the US Government anywhere in the world, in addition to appropriate punitive action by the Republic of Korea.

(e) **WITHDRAWAL OF PROPOSALS** Business firms who have furnished written proposals to the contracting activity and decide to withdraw their proposals during evaluation by the Contracting Officer or during negotiation, cause US Contracting Officers to question the credibility of the firm. In certain circumstances the firm may be placed in a category of being not responsible and therefore removed from the source list.

(f) **PREVENTION** Contract awards are based upon the concept of integrity of the firms in the business community. US Contracting officers want to be able to rely on the prices offered by the firms as being independently developed and, therefore, reflecting the best market prices that are reasonable and from responsible firms. Your understanding of this concept is important in dealing with US contracting offices.

YOUR SERVICES AS A CONTRACTOR ARE VERY MUCH NEEDED AND WILL BE APPRECIATED BY THE US MILITARY IN KOREA. TO PREVENT YOUR FIRM FROM BECOMING INVOLVED IN THE ABOVE PROBLEMS, PLEASE CAUTION YOUR APPROPRIATE OFFICIALS ON THE CONSEQUENCES OF SUCH ILLEGAL ACTS. IF YOU HAVE ANY QUESTIONS OR COMMENTS ABOUT THIS CAUTION NOTICE, CONTACT THE US CONTRACTING OFFICER SHOWN IN THE SOLICITATION.

GRATUITIES TO US GOVERNMENT EMPLOYEES

No US Government employee may request or receive any gratuity, gift, favor, entertainment, loan, or anything of monetary value from any company or individual doing or seeking to do business with the United States Government. All bids/offers for US Government contracts are given fair and equal consideration. Thus, it is not necessary to give anything of value to a US Government employee in order to receive a solicitation or get favorable treatment or processing of an offer. A US Government employee cannot affect the consideration of a proposal without it being eventually discovered. If any such impropriety is substantiated, the US Government employee will be disciplined and suspension/debarment action will be initiated against the Contractor.

If you are approached by a US Government employee requesting a gratuity, or if you know of such an employee receiving a gratuity, you should notify the Commander, US Army Korea Contracting Agency of the circumstances. Any report of a gratuity will be kept strictly confidential and will be promptly investigated. You may reach the Commander by mailing a letter to: Commander, US Army Contracting Command Korea, ATTN: EAKC-CO, Namyong-dong, Yongsan-ku, Seoul, Korea or by telephoning him at 7914-3353.

SECTION M

EVALUATION FACTORS FOR AWARD

M-1 BASIS OF AWARD:

a. Multiple awards shall be made to the responsible offeror's submitting the lowest price paid to the contractor for a technically acceptable proposal that meets the terms and conditions set forth in this solicitation. Contractor shall submit business license and listing of historical work in the same field with references.

b. The Government intends to evaluate proposals and award a contract without discussions with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

M-2 CONTRACT AWARD:

SECTION L

Reference Section L, Paragraph 9a.