

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER	PAGE 1 OF
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE	
			SPM300-08-R-0075	01/12/2009	
7. FOR SOLICITATION INFORMATION CALL:	a. NAME THOMAS SCHRANK		b. TELEPHONE NUMBER (No collect calls) 215-737-4526	8. OFFER DUE DATE/ LOCAL TIME 03/03/09 4:00 pm	
9. ISSUED BY DEFENSE SUPPLY CENTER PHILADELPHIA (DSCP) DIRECTORATE OF SUBSISTENCE, BLDG #6 700 ROBBINS AVENUE PHILADELPHIA, PA 19111-5092 POC: THOMAS SCHRANK/DSCP-FTAF/215-737-4526	CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING N/A 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE	CODE	16. ADMINISTERED BY SAME AS BLOCK 9		CODE	
17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY CODE		
TELEPHONE NO.			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
	ACQUISITION FOR FULL LINE FOOD AND NON-FOOD DISTRIBUTION FOR AUTHORIZED CUSTOMERS IN THE REPUBLIC OF KOREA AS DEFINED HEREIN.				
(Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA			26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			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 1 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: REF. _____ 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)		
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED
			THOMAS E. HALEY		

## PRIME VENDOR KOREA

SF1449 - CONTINUATION SHEET

ADMIN DATA/DELIVERY SCHEDULE

CONTINUATION OF THE BLOCKS ON PAGE 1 (SF 1449)

**BLOCK 8** (continued):

OFFER DUE DATE/LOCAL TIME:

**March 3, 2009 4:00 P.M. PHILADELPHIA TIME****BLOCK 9** (continued):

All offers/modifications/withdrawals must be plainly marked on the **OUTERMOST ENVELOPE** with the solicitation number, closing date, and time set for the receipt of offers.

Send **MAILED OFFER** to:

DEFENSE LOGISTICS AGENCY  
DEFENSE SUPPLY CENTER PHILADELPHIA  
POST OFFICE BOX 56667  
PHILADELPHIA, PA 19111-6667

Deliver **HANDCARRIED OFFER**, including delivery by commercial carrier, to:

DEFENSE SUPPLY CENTER PHILADELPHIA  
BUSINESS OPPORTUNITIES OFFICE  
BLDG. 36, SECOND FLOOR  
700 ROBBINS AVENUE  
PHILADELPHIA, PA 19111-5092

All hand carried offers are to be delivered to the Business Opportunities Office between 8:00 AM and 5:00 PM, Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103.

Offerors that respond to this solicitation using a commercial carrier service must ensure that the commercial carrier service "hand carries" the package to the Business Opportunities Office prior to the scheduled closing time.

Transmit facsimile revisions of offers to: 215-737-9300, 9301, 9302, OR 9303.

**NOTE:** Facsimile and E-mail Offers are not acceptable forms of transmission for submission of initial proposals submitted in response to this solicitation. As directed by the Contracting Officer, facsimile and e-mail may be used during discussions/ negotiations, if discussions/negotiations are held, for proposal revision(s), including Final Proposal revision(s).

**BLOCK 17A.** (continued):

OFFERORS: SPECIFY FAX NUMBER (S): \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**PRIME VENDOR KOREA****BLOCK 17B.** (CONTINUED)

REMITTANCE WILL BE MADE TO THE ADDRESS THAT THE VENDOR HAS LISTED IN THE CENTRAL CONTRACT REGISTER (CCR).

Offeror's assigned DUNS Number: \_\_\_\_\_

**AUTHORIZED NEGOTIATORS:**

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposal. Please list names, titles, telephone numbers and facsimile (FAX) numbers for each authorized negotiator.

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**BLOCKS 19-24** (CONTINUED): SEE SCHEDULE OF ITEMS

## PRIME VENDOR KOREA

**CAUTION NOTICE**

## NOTICE TO DLA SUPPLIERS

The Government reserves the right to cancel this solicitation. If this should occur, the Government will not be liable for any solicitation preparation costs that vendors may incur.

The Category/Distribution List and the Schedule of Items will only be provided by DSCP upon request (e-mail request is preferred). See below e-mail contact information. Business Proposals are required to be submitted using attachments 1, which is in the Microsoft Excel Spreadsheet format. Offerors are required to submit the spreadsheet on CD as well as a printed hard copy. Any proposal which does not include a printed hard copy as well as a copy on CD may result in the rejection of the entire proposal.

DSCP Points of Contact:

[Thomas.Haley@dla.mil](mailto:Thomas.Haley@dla.mil)

[Thomas.Schrank@dla.mil](mailto:Thomas.Schrank@dla.mil)

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A Department Of Defense (DoD) Public Key Infrastructure (PKI) Certificate will be required for all DoD users accessing CPARS and the STORES Reconciliation Tool. The requirement for PKI certificates is implemented in accordance with DoD security policy promoting secure electronic transactions.

Contractors who do not work at a Department of Defense facility may purchase a DoD PKI certificate from one of three External Certificate Authorities (ECAs). The ECAs are vendors who provide digital certificates to DOD's industry partners who are using their own equipment or working in non-government facilities. A list of ECAs is available at [http://www.cpars.navy.mil/pki\\_info.htm](http://www.cpars.navy.mil/pki_info.htm). Each contractor employee accessing CPARS and the STORES Reconciliation Tool will need an Identity Certificate (An Encryption Certificate is not required). It is estimated that, at the time of award, certificate prices will range from \$99 - \$115 per certificate per year, with volume discounts at some ECAs.

**Each contractor must fully comply with the DoD requirement to implement PKI in order for our information systems to remain secure and viable.**

## PRIME VENDOR KOREA

**CAUTION NOTICE**

\*\*\*PRE-PROPOSAL CONFERENCE\*\*\*

**SOLICITATION NUMBER SPM300-06-R-0060**

DEFENSE SUPPLY CENTER PHILADELPHIA WILL CONDUCT A PRE-PROPOSAL CONFERENCE TO FURTHER CLARIFY AND DISCUSS THE REQUIREMENTS OF THIS SOLICITATION. ATTENDANCE IS STRONGLY SUGGESTED.

IF YOU PLAN TO ATTEND, PLEASE SEND A FAX WITH THE FOLLOWING INFORMATION:

NAME OF FIRM  
NAME AND TITLE OF REPRESENTATIVE ATTENDING  
ADDRESS OF FIRM  
PHONE AND FAX NUMBER  
SIZE OF BUSINESS

ANY VENDOR WISHING TO SUBMIT QUESTIONS OR TOPICS TO BE ADDRESSED AT THE CONFERENCE MAY DO SO, AS LONG AS THE QUESTIONS/TOPICS ARE RECEIVED NO LESS THAN TWO (2) BUSINESS DAYS PRIOR TO THE DATE AND TIME SPECIFIED FOR THE CONFERENCE.

THIS INFORMATION MAY BE FAXED TO THOMAS HALEY AT (215) 737-2910 OR SENT VIA EMAIL TO [THOMAS.HALEY@DSCP.DLA.MIL](mailto:THOMAS.HALEY@DSCP.DLA.MIL).

CONFERENCE LOCATION: TO BE DETERMINED\*

CONFERENCE DATE: TO BE DETERMINED

CONFERENCE TIME: TO BE DETERMINED

\* Conference location, date and time will be addressed in Amendment 0001. Approximate release of Amendment 0001 is within one week of solicitation issuance date.

## PRIME VENDOR KOREA

**CAUTION NOTICE**

???? **DID YOU REMEMBER TO:** ????

Number	Reminder	Check
1	Fill in and sign SF1449 as required?	
2	Sign and return any/all amendments?	
3	Return one (1) completed copy of the solicitation?	
4	Prepare and return 6 copies of the Technical Proposal briefing charts, 6 copies of the written portion of the Technical Proposal and 2 copies of the Business Proposal?	
5	Submit copies of technical descriptions for every item listed in the Schedule of Items for each of the ( ) being offered on?	
6	Submit manufacturer's invoices for every item listed in the Schedule of Items? <u>Note*</u> : A supplier's quote is acceptable but an invoice is preferable. The invoice or supplier's quote that you submit must be dated within two weeks of submission of your proposal. * Refer to solicitation for actual requirements.	
7	Submit the Business Proposal on a spreadsheet in accordance with the instructions in the solicitation and submit hard copies as well as a copy on CD?	
8	Submit a list of warehouse locations that will directly support the proposed customers? Warehouses functioning as backups should be designated as such.	
9	Include two (2) copies of your most complete and current product listing for all items (food, beverage, and non-food) as part of the Business Proposal for informational purposes?	
10	Mark your calendar with the date scheduled for the Pre-proposal Conference at DSCP?	
11	Check your math for accuracy on your Business Proposal?	
12	Submit your best offer?	
13	Submit a Subcontracting Plan if your firm is a large business?	
14	The written information for Factor I, Corporate Experience/Past Performance, is to be annotated on the forms entitled "Experience" and "Past Performance".	

Please contact Contract Specialist Thomas Schrank or Contracting Officer Thomas Haley in order to receive an electronic copy of the category/distribution list and schedule of items. The schedule of items format will be Microsoft Excel Spreadsheet. As stated in note 7 above, please provide a printed hard copy of the Business Proposal as well as a copy on CD in the provided format. Any proposal which does not include a printed hard copy as well as a copy on CD may result in the rejection of the entire proposal

Contract Specialist  
 Thomas Schrank  
 215-737-4526  
[Thomas.Schrank@dla.mil](mailto:Thomas.Schrank@dla.mil)

Contracting Officer  
 Thomas Haley  
 215-737-7530  
[Thomas.Haley@dla.mil](mailto:Thomas.Haley@dla.mil)

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FAR 52.212-4 – Contract Terms and Conditions – Commercial Items  
Addendum to FAR 52.212-4

FAR 52.212-5 – Contract Terms and Conditions Required to Implement Statutes  
or Executive Orders Applicable to Defense Acquisition of  
Commercial Items

DFARS 252.212-7001 – Contract Terms and Conditions Required to Implement  
Statutes or Executive orders Applicable to Defense Acquisition  
of Commercial Items

**STATEMENT OF WORK**

Supplies/Services and Prices  
Descriptions/Specifications  
Packaging and Marking  
Inspection and Acceptance  
Deliveries and Performance  
Contract Administration Data  
Special Contract Requirements

**SOLICITATION PROVISIONS**

FAR 52.212-1 – Instructions to Offerors – Commercial Items  
Addendum to FAR 52.212-1

FAR 52.212-2 – Evaluation – Commercial Items  
Addendum to FAR 52.212-2

FAR 52.212-3 – Offeror Representations and Certifications – Commercial Items  
Other Required Certifications

DFARS 252.212-7000 – Offeror Representations and Certifications –  
Commercial Items

**LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

<b>ATTACHMENT</b>	<b>NAME OF DOCUMENT, EXHIBIT AND ATTACHMENT</b>
1	Schedule of Items
2	NAPA Holders Listing
3	STORES EDI Information & 810 Transaction Set
3a	832 Catlog (Vendor to DSCP)- Proposed Modifications to Common Food Management System (CFMS) elements *
4	Subcontracting Plan
5	UGRA Schedule of Supplies
6	Monthly Fill Rate Report Example

## PRIME VENDOR KOREA

**FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS**  
**(FEB 2007)***(a) Inspection/Acceptance.*

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. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item. If repair/ replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services.

*(b) Assignment.*

The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

*(c) Changes.*

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

*(d) Disputes.*

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

*(e) Definitions.*

The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

*(f) Excusable Delays.*

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

*(g) Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;



## PRIME VENDOR KOREA

(vii) Name and address of official to whom payment is to be sent;  
(viii) Name, title, and phone number of person to notify in event of defective invoice; and  
(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration; or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent Indemnity.*

The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt Payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. 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 specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of Loss.*

Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin, or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.*

The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's Convenience.*

**PRIME VENDOR KOREA**

The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for Cause.*

The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.*

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.*

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of Liability.*

Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other Compliances.*

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with Laws Unique to Government Contracts.*

The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of Precedence.*

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 33; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *Central Contractor Registration (CCR).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate

**PRIME VENDOR KOREA**

or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor’s CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

**ADDENDUM TO FAR 52.212-4**

Contract Terms and Conditions – Commercial Items

The following paragraph(s) of 52.212-4 are amended as indicated below:

1. Paragraph (a), Inspection/Acceptance, is revised to add the following:

“Inspection and acceptance of products will be performed at destination. The authorized receiving official for each customer is responsible for signing for and accepting products when they are delivered. The final disposition decision rests with the food service officer and/or the authorized receiving official.”

2. Paragraph (c), Changes, is deleted in its entirety and replaced with the following:

(c) Changes.

(1) The Contracting Officer, at his/her discretion, may unilaterally invoke any of the contingency options set forth in this contract.

(2) The Contracting Officer may at anytime, by unilateral written order, make changes within the general scope of this contract in any one or more of the following:

- (i) method of shipment or packing;
- (ii) place, manner, or time of delivery.

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- (3) If such change causes an increase or decrease in the cost of, or time required for, performance for any part of the work under this contract, the Contracting Officer shall make equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (4) The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

3. Paragraph (m), Termination for Cause.

Delete paragraph (m) in its entirety and substitute the following:

(m) Termination for Cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If this contract is terminated in whole or in part for cause, and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of \$1155.00 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for cause following which the Government repurchases the terminated supplies or services together with any incidental or consequential damages incurred because of the termination. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

4. Paragraph (o), Warranty, is revised to add the following:

“In the event that a product recall is initiated by the Prime Vendor, supplier or manufacturer, the Prime Vendor should follow the procedures as outlined below:

- (1) Immediately notify the following personnel:
  - (i) Customers that have received the recalled product
  - (ii) DSCP Contracting Officer, Thomas Haley 215-737-7530
  - (iii) DSCP Account Manager, Gina Cimino at 215-737-2457
  - (iv) DSCP Consumer Safety Officer at 215-737-3845
- (2) Provide the following information to the DSCP Consumer Safety Officer:
  - (i) Reason for recall
  - (ii) Level of recall, i.e. Type I, II or III
  - (iii) Description of product, including specific manufacturer's lot numbers
  - (iv) Amount of product
  - (v) List of customers that have received product
  - (vi) Name and phone number of responsible person (Recall Coordinator)
- (3) The Prime Vendor should provide a Final Status Report of Recall, when completed, to the DSCP Consumer Safety Officer.”

5. Paragraph (t), Central Contractor Registration (CCR).

Add the following:

(5) Definitions.

“Central Contractor Registration (CCR) Database” means the primary Government repository for contractor information required for the conduct of business with the Government.

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“Commercial and Government Entity (CAGE) Code” means—

(a) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(b) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code”.

“Data Universal Number System (DUNS) Number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System+4 (DUNS+4) Number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR Database” means that—

(a) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 numbers, into the CCR database;

(b) The Contractor’s CAGE code is in the CCR database; and

(c) The Government has validated all mandatory data fields and has marked the records “Active”.

**FAR 52.252-2 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**  
**(FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.dla.mil/j-3/j-336/icps.htm>

**OR** <http://www.dla.mil/j-3/j-336/logisticspolicy/procurementlinks2.htm>.

**52.252-6 Authorized Deviations in Clauses (APR 1984) .**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

(b) The use in this solicitation or contract of any clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

The following additional clauses are incorporated into the solicitation by REFERENCE:

<u>CLAUSE NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
FAR 52.204-7	Central Contractor Registration	APR 2008
FAR 52.208-9	Contractor Use of Mandatory Sources of Supplies or Services	JUN 2006
FAR 52.219-16	Liquidated Damages – Subcontracting Plan	JAN 1999
FAR 52.222-29	Notification of Visa Denial	JUN 2003
FAR 52.229-6	Taxes-Foreign Fixed Price Contracts	JUN 2003

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FAR 52.247-34	F.O.B. Destination	NOV 1991
FAR 52.251-1	Government Supply Sources	APR 1984
FAR 52.211-5	Material Requirements	AUG 2000
FAR 52.232-17	Interest	JUNE 1996
FAR 52.242-13	Bankruptcy	JULY 1995
FAR 52.242-15	Stop-Work Order	AUG 1989
DFARS 252.201-7000	Contracting Officer's Representative	DEC 1991
DFARS 252.204-7003	Control of Government Personnel Work Product	APR 1992
DFARS 252.204-7004	Alternate A, Central Contractor Registration	SEP 2007
DFARS 252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country	DEC 2006
DFARS 252.225-7002	Qualifying Country Sources as Subcontractors	APR 2003
DFARS 252.225-7005	Identification of Expenditures in the United States	JUN 2005
DFARS 252.225-7041	Correspondence in English	JUN 1997
DFARS 252.232-7010	Levies on Contract Payments	DEC 2006
DFARS 252.233-7001	Choice of Law (OVERSEAS)	JUN 1991
DLAD 52.211-9010	Shipping Documentation – MIL – STD – 129P	MAY 2006
DLAD 52.247.9012	Requirements for treatment of wood packaging material (WPM)	FEB 2007
DLAD 52.251-7000	Ordering From Government Supply Sources	NOV 2004
DLAD 52.246-9039	Removal of Government Identification from Non-Accepted Supplies	APR 2008
DFARS 252.225-7042	Authorization to Perform	APR 2003
DFARS 252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
DFARS 252.229-7001	Tax Relief	JUN 1997

**The following clauses are incorporated in full text:****FAR 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of first order through one (1) year thereafter.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

NOTE: Further details regarding Ordering can be found on pages 103-105 of this solicitation.

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**DSCP 52.217-9P12 OPTION FOR INDEFINITE-DELIVERY, INDEFINITE-QUANTITY  
CONTRACT TERM EXTENSION (MAR 2004)**

(a) Acceptance of the option provision(s)/clauses contained herein is mandatory. Failure to indicate acceptance of the option by annotating the offeror's option price in the schedule or elsewhere in the solicitation will be deemed non-acceptance of the option and may result in rejection of the offeror's entire bid/proposal.

(b) Offerors may offer options at unit prices which differ from the unit prices for the base ordering period.

(c) The contracting officer may extend the term of this contract for 4 additional option period(s) (option 1 is a 12 month period; option 2 is a 12 month period; option 3 is a 12 month period; option 4 is a 12 month period) by written notice by close of business to the contractor within three (3) days before the expiration date of the contract, provided that the contracting officer shall give the contractor a preliminary written notice of intent to extend at least 60 days before expiration of the contract. The preliminary notice does not commit the government to an extension.

(d) Performance under the option period shall continue at the same performance level specified for the basic contract.

(f) The option is deemed exercised when mailed or otherwise furnished to the contractor.

(g) If the contracting officer exercises this option, the extended contract shall be considered to include this option clause and the minimum and maximum quantities specified in the award for that option period will apply.

(h) The total duration of any options exercised under this clause shall not exceed 12 months for option 1, 12 months for option 2, 12 months for option 3, and 12 months for option 4.

(i) The following provisions apply only to negotiated acquisitions:

(1) If an option has been priced under this solicitation and is to be exercised at time of award of the basic contract, the submission of certified cost or pricing data shall be required prior to award where the combined dollar value of the basic contract and option exceeds \$650,000, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

(2) Prior to the award of any contract which will contain one or more priced options totaling \$650,000 or more, the submission of certified cost or pricing data covering the basic contract and the option(s) shall be required regardless of when the option(s) may be exercised, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

**DLAD 52.211-9046 FDA COMPLIANCE (APR 2008)**

If any supplies acquired hereunder are recalled under the provisions of the Federal Food, Drug and Cosmetic Act, and regulations there under, the contractor shall, at the Government's option, either reimburse the Government or repair/replace the recalled supplies. Additionally, the contractor shall notify the contracting officer immediately when a firm decides to voluntarily recall or withdraw any product from the marketplace. Upon notification by the contracting officer that supplies acquired hereunder have been recalled, the contractor shall either (a) accept Certificates of Destruction from the Government after the supplies have been properly disposed of, (b) request return of the supplies, or (c) if supplies may be repaired on site without transporting them from their location, furnish all materials necessary to effect repairs. Replacement or reimbursement will be accomplished by the contractor immediately on receipt of Certificates of Destruction or returned supplies. The costs of replacement or repair of supplies, and transportation and handling costs for movement of returned, replaced or repaired supplies within the continental United States shall be paid by the contractor. The provisions of this clause are applicable only when the value of the recalled supplies in the possession of the Government amounts to \$100 or more. The rights and remedies of the Government provided in

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this clause are in addition to, and do not limit, any rights afforded to the Government by any other clause in the contract.

**DLAD 52.201-9001 ORDERING OFFICERS UNDER THE CONTRACT (APR 2008)**

(a) Ordering Officers are authorized to place and sign delivery orders that are expressly within the terms and conditions of this contract. Ordering officers, however, are not authorized to sign purchase orders or contracts and cannot take any action to charge the account of the contractor unless they are also contracting officers. Ordering officers are authorized to modify delivery orders and perform all administrative functions pertaining to such orders including termination of the order for late deliveries and other product nonconformances. In the case of a termination, the applicable agency, commissary, or activity may repurchase the supplies locally. The ordering officer shall also notify the DLA Contracting Officer of all terminations and repurchase actions which were processed under the indefinite delivery contract. Delivery orders outside the expressed terms and conditions of the contract shall be signed by the DLA Contracting Officer. Further limitations on the authority of the ordering officer may be stated elsewhere in the contract or in the letter of appointment.

(b) [x] If checked, the following individuals are appointed Ordering Officers under this contract:

1. Henry Aclipen, Korea Contracting Officer Representative  
Phone: 315-753-6971; Email: [henry.aclipen@dla.mil](mailto:henry.aclipen@dla.mil)
2. Christopher Holloman, Korea Contracting Officer Representative  
Phone: 315-753-6729; Email: [christopher.holloman@dla.mil](mailto:christopher.holloman@dla.mil)

**DSCP 52.246-9P29 ADMINISTRATIVE COST TO THE GOVERNMENT IN PROCESSING CONTRACT MODIFICATIONS (JAN 1992)**

Where contract modifications are issued solely for the benefit of the contractor, e.g., acceptance of nonconforming supplies or change in place of performance or delivery, the sum of \$100.00 (the government's administrative cost to process the modification) shall be obtained from the contractor in addition to any other monetary consideration.

**DSCP 52.246-9P32 FEDERAL FOOD, DRUG AND COSMETIC ACT-WHOLESOME MEAT ACT (JAN 1992)**

(a) The contractor warrants that the supplies delivered under this contract comply with the Federal Food, Drug and Cosmetic Act and the Wholesome Meat Act, and regulations thereunder. This warranty will apply regardless of whether or not the supplies have been:

- (1) Shipped in interstate commerce,
- (2) Seized under either act or inspected by the Food and Drug Administration or Department of Agriculture.
- (3) Inspected, accepted, paid for or consumed, or any or all of these, provided however, that the supplies are not required to comply with requirements of said acts and regulations thereunder when a specific paragraph of the applicable specification directs otherwise and the supplies are being contracted for military rations, not for resale.

(b) The government shall have six months from the date of delivery of the supplies to the government within which to discover a breach of this warranty. Notwithstanding the time at which such breach is discovered, the right is reserved to give notice of breach of this warranty at any time within such applicable period or within 30 days after expiration of such period, and any such notice shall preserve the rights and remedies provided herein.



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(c) Within a reasonable time after notice to the contractor of breach of this warranty, the government may, at its election:

(1) Retain all or part of the supplies and recover from the contractor, or deduct from the contract price, a sum determined to be equitable under the circumstances;

(2) Return or offer to return all or part of the supplies to the contractor in place and recover the contract price and transportation, handling, inspection and storage costs expended therefore; provided, that if the supplies are seized under either act, such seizure, at government option, shall be deemed a return of supplies within the meaning of this clause and thereby allow the government to pursue the remedy provided herein. Failure to agree to any deduction or recovery provided herein shall be a dispute of a question of fact within the meaning of the clause of this contract entitled "disputes".

(d) The rights and remedies provided by this clause shall not be exclusive and are in addition to other rights and remedies provided by law or under this contract, nor shall pursuit of a remedy herein or by law either jointly, severally or alternatively, whether simultaneously or at different times, constitute an election of remedies.

**FAR 52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)**

(a) Government-furnished property.

(1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property.

(1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the

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Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any—

- (i) Decrease or substitution in this property pursuant to paragraph (b)(1) of this clause; or
- (ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property.

(1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract—

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon—

- (A) Issuance of the material for use in contract performance;
- (B) Commencement of processing of the material or its use in contract performance; or
- (C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) *Use of Government property.* The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration.

(1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the

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Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) *Access.* The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) *Risk of loss.* Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) *Equitable adjustment.* When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for—

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) *Government property disposal.* Except as provided in paragraphs (i)(1)(i), (i)(2), and (i)(8)(i) of this clause, the Contractor shall not dispose of Government property until authorized to do so by the Plant Clearance Officer.

(1) Scrap (to which the Government has obtained title under paragraph (c) of this clause).—

(i) Contractor with an approved scrap procedure.—

(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that—

- (1) Requires demilitarization;
- (2) Is a classified item;
- (3) Is generated from classified items;
- (4) Contains hazardous materials or hazardous wastes;
- (5) Contains precious metals; or
- (6) Is dangerous to the public health, safety, or welfare.

(ii) *Contractor without an approved scrap procedure.* The Contractor shall submit an inventory disposal schedule for all scrap.

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(2) *Pre-disposal requirements.* When the Contractor determines that a property item acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, is no longer needed for performance of this contract, the Contractor, in the following order of priority:

- (i) May purchase the property at the acquisition cost.
- (ii) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).
- (iii) Shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not purchased under paragraph (i)(2)(i) of this clause, could not be returned to a supplier, or could not be used in the performance of other Government contracts.

(3) Inventory disposal schedules.—

- (i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify—
  - (A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of that contract; and
  - (B) Property acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, that is no longer required for performance of that contract.
- (ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.
- (iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for—
  - (A) Special test equipment with commercial components;
  - (B) Special test equipment without commercial components;
  - (C) Printing equipment;
  - (D) Computers, components thereof, peripheral equipment, and related equipment;
  - (E) Precious Metals;
  - (F) Nonnuclear hazardous materials or hazardous wastes; or
  - (G) Nuclear materials or nuclear wastes.
- (iv) Property with the same description, condition code, and reporting location may be grouped in a single line item. The Contractor shall describe special test equipment in sufficient detail to permit an understanding of the special test equipment's intended use.

(4) *Submission requirements.* The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than—

- (i) Thirty days following the Contractor's determination that a Government property item is no longer required for performance of the contract;
- (ii) Sixty days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or
- (iii) One hundred twenty days, or such longer period as may be approved by the Plant Clearance Officer, following contract termination in whole or in part.

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(5) *Corrections.* The Plant Clearance Officer may require the Contractor to correct an inventory disposal schedule or may reject a schedule if the property identified on the schedule is not accountable under this contract or is not in the quantity or condition indicated.

(6) *Postsubmission adjustments.* The Contractor shall provide the Plant Clearance Officer at least 10 working days advance written notice of its intent to remove a property item from an approved inventory disposal schedule. Unless the Plant Clearance Officer objects to the intended schedule adjustment within the notice period, the Contractor may make the adjustment upon expiration of the notice period.

(7) *Storage.*—

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to provide disposal instructions within 120 days following acceptance of an inventory disposal schedule might entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises at which the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability under this contract for such property.

(8) *Disposition instructions.*—

(i) If the Government does not provide disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Government property as directed by the Plant Clearance Officer. The Contractor shall remove and destroy any markings identifying the property as Government property prior to disposing of the property.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. Any equitable adjustment incident to the Contracting Officer's direction to demilitarize Government property shall be made in accordance with paragraph (h) of this clause.

(9) *Disposal proceeds.* The Contractor shall credit the net proceeds from the disposal of Government property to the price or cost of work covered by this contract or to the Government as the Contracting Officer directs.

(10) *Subcontractor inventory disposal schedules.* The Contractor shall require a subcontractor that is using property accountable under this contract at a subcontractor-managed site to submit inventory disposal schedules to the Contractor in sufficient time for the Contractor to comply with the requirements of paragraph (i)(4) of this clause.

(j) *Abandonment of Government property.*—

(1) The Government will not abandon sensitive Government property without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place at which time all obligations of the Government regarding such abandoned property shall cease.

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(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) *Communications.* All communications under this clause shall be in writing.

(l) *Overseas contracts.* If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in

**52.209-6 - Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2006)**

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$30,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$30,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

**252.225-7040 Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States. (MAR 2008)**

(a) *Definitions.* As used in this clause—

"Combatant Commander" means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

"Designated operational area" means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified

military operations.

“Subordinate joint force commander” means a sub-unified commander or joint task force commander.

(b) *General.*

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in—

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations or military exercises, when designated by the Combatant Commander.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in their contract or with their job description and terms of employment.

(iii) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.*

(1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because—

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- (A) The Contractor cannot obtain effective security services;
- (B) Effective security services are unavailable at a reasonable cost; or
- (C) Threat conditions necessitate security through military means.

(ii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.

(iii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the designated operational area are authorized to receive resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(4) Contractor personnel must have a letter of authorization issued by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

- (1) United States, host country, and third country national laws;
- (2) Treaties and international agreements;
- (3) United States regulations, directives, instructions, policies, and procedures; and
- (4) Orders, directives, and instructions issued by the Combatant Commander, including



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those relating to force protection, security, health, safety, or relations and interaction with local nationals. However, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Pre-deployment requirements.*

(1) The Contractor shall ensure that the following requirements are met prior to deploying personnel in support of U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(i) All required security and background checks are complete and acceptable.

(ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.

(iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(v) All personnel have received personal security training. At a minimum, the training shall—

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for

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more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, *et seq.*);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, Contractor personnel authorized to accompany U.S. Armed Forces in the field are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(f) *Processing and departure points.* Deployed Contractor personnel shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) *Personnel data.*

(1) The Contractor shall enter before deployment and maintain data for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, at <http://www.dod.mil/bta/products/spot.html>, to enter and maintain the data.

(2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.

(h) *Contractor personnel.*

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(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall—

- (i) Identify all personnel who are subject to military mobilization;
- (ii) Detail how the position would be filled if the individual were mobilized; and
- (iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(i) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) *Weapons.*

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what

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weapons and ammunition will be allowed.

(2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons—

(i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The *[Contracting Officer to specify the appropriate individual, e.g., Contracting Officer's Representative, Regional Security Officer]* may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) *Purchase of scarce goods and services.* If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

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(m) *Evacuation.*

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) *Next of kin notification and personnel recovery.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(o) *Mortuary affairs.* Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in—

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

(3) Other military operations or military exercises, when designated by the Combatant Commander.

**252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States (MAR 2006)**

(a) *Definition.* “United States,” as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

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(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall ☐

- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
- (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
- (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
- (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is ☐

- (1) A foreign government;
- (2) A representative of a foreign government; or
- (3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from (Contracting Officer to insert applicable information cited in PGI 225.7403-1).

**52.216-19 -- Order Limitations.(Oct 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$0.00 *[insert dollar figure or quantity]*, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor --

- (1) Any order for a single item in excess of no limit *[insert dollar figure or quantity]*;
- (2) Any order for a combination of items in excess of no limit *[insert dollar figure or quantity]*; or
- (3) A series of orders from the same ordering office within no limit days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within N/A days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**52.216-22 -- Indefinite Quantity. (Oct 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days [insert date].

**52.217-9006 Surge and Sustainment (S&S) Requirements (S&S) Requirements (OCT 2008) – DSCP**

This solicitation includes items that are critical to support Department of Defense's ability to conduct contingency operations. These items are designated as surge and sustainment items. The S&S delivery requirements are identified in the schedule of supplies and are in addition to normal peacetime contract deliveries. The objective of the S&S in this solicitation is to obtain contractual coverage to meet the S&S requirements for a Monthly Wartime Rate (MWR) or other delivery terms of the identified items in the schedule. S&S coverage includes access to production capability as well as vendor owned or managed inventory/safety stocks. Offerors are required to meet the terms and conditions of S&S requirements. Offerors are evaluated on their ability to meet the terms and conditions of the S&S requirement. The following information defines the requirements of the Defense Logistics Agency (DLA) S&S requirements:

(a) Surge and Sustainment Capability means the ability of the supplier to meet the increased quantity and or accelerated delivery requirements, using production and or supplier base capabilities, in support of DoD contingencies and/or emergency peacetime requirements. This capability includes

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both the ability to ramp up to meet early delivery or increased requirements (i.e., Surge), as well as to sustain an increased production and delivery pace throughout the contingency (i.e., Sustainment). The spectrum of possible contingencies ranges from major theater wars to smaller-scale military operations.

(b) S&S Quantity and Required Delivery Schedule are identified on an individual item basis, based on the Services' wartime planning requirements. The S&S Monthly Wartime Rate (MWR) is represented as a percentage or an exact number; however some items may require different delivery requirements. The S&S quantity and delivery requirements are above and beyond the production requirements in the schedule of supplies.

(c) S&S Capability Assessment Plan (CAP), (previously referred to as the "Surge Plan"). The CAP provides the offeror's method of covering the S&S quantity and delivery requirements, identification of competing priorities for the same resources, and date the contractor can provide the required S&S capability. If any of the S&S quantity and delivery requirements cannot be met, the offeror must identify the shortfall and provide the best value solutions to include a proposed investment strategy to offset the shortfall. For example, the CAP may include, but is not limited to, one of the following scenarios to address wartime delivery requirements:

(1) The S&S quantity and delivery requirements can be fully covered within the supplier's resources.

(2) The S&S delivery schedule can be fully covered with early deliveries due to unit pack shipping (e.g., S&S quantity and delivery requirements is for 10 feet of wire every 30 days, and the wire is sold to the government in 100 ft rolls. A single delivery of one roll in the first 30 days would meet the requirement for ten 30-day delivery periods).

(3) The total S&S quantity and delivery requirements can be met but at a different delivery rate, and the supplier has no cost-effective investment strategy that would improve the capability to deliver according to the quantity and delivery requirements (e.g., the schedule calls for 20 o-ring seals each 30-day period, but the vendor needs a 30 day ramp up and could deliver 40 in the second period and 20 each delivery period thereafter).

(4) The total S&S quantity and delivery requirements can be met but at a different delivery rate, and includes an investment strategy that would improve the supplier's capability to deliver according to the MWR (e.g., the schedule calls for 20 seals each 30-day period, and the vendor can meet the schedule starting in the third ordering period but needs a government investment to be capable of meeting deliveries in the first two months).

(5) The S&S quantity and delivery requirements can be partially covered (the supplier can only provide a fraction of the total quantities specified); however, the supplier has no cost-effective investment strategy that would improve the capability to deliver at the MWR.

(6) The S&S quantity and delivery requirements can be partially covered (the supplier can only provide a portion of the MWR quantities specified), and includes an investment strategy that would improve the supplier's capability to deliver at the MWR.

(d) Government Investments. Use of government investment may be considered to address S&S coverage shortfalls as specified in (c)(3) to (7) above. Use of government investment is limited per clause 52.217-9010. Contracting Officer (CO) approval is required prior to any government investment and any investment costs incurred by the supplier without the explicit written approval of the CO are the sole responsibility of the supplier.



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(e) Agreement to Participate in S&S Validation/Testing. By submission of an offer, the supplier agrees to participate in S&S validation/testing as required by the Government to validate the stated S&S capability. Testing/Validation may include any methodology that can validate the supplier's S&S capability. Validations will be conducted on randomly selected items by the Industrial Specialist and occur through final contract delivery. Validations include, but are not limited to, verification that the supplier and any subcontractor(s) have sufficient equipment, facilities, personnel, stock, pre-positioned raw material, production capabilities, visibility of supplier base resources, and agreements, networks and plans for distribution (receiving, storing, packaging and issuing) and transportation services to accommodate the S&S requirements in the contract. This validation includes examination of any in-house work, review of the stock rotation plan (if applicable), and other contracts that impact the production of any added or accelerated quantities. The Government reserves the right to require validation using other methodologies when deemed appropriate. The language in this clause does not limit the government's right, at any time after award, to perform inspections or validate the supplier's S&S capability.

(f) Supplier Notification of S&S Capability Changes. The supplier agrees to maintain S&S capability to produce and/or deliver the S&S quantity of supplies identified in the Schedule of Supplies in accordance with the S&S required delivery schedule throughout the life of the contract. Changes that negatively impact S&S capability must be reported in writing to the CO within ten (10) working days after the supplier becomes aware of such an impact. Such notification must include a revised S&S CAP with the supplier's proposed corrective action(s) and date when the supplier can attain the required S&S capability. Refer to 52.217-9007(a) for instructions on submitting changes to the CAP.

(g) Government Changes, Additions and Deletions to S&S Requirements. The identification of new S&S items in the peacetime schedule or increases in quantities of items already in the S&S schedule must be done through bilateral contract modifications. Deletion of S&S requirements or decreases in quantities will be made by the Government through unilateral contract modifications. The government reserves the right to obtain S&S requirements from other sources without liability to the supplier. This language does not relieve the supplier of the responsibility to provide, in accordance with the applicable delivery schedule, non-S&S and S&S quantities agreed to in the Schedule and CAP during the contingency.

(h) Early or Unexpected S&S Requirements. The supplier agrees to support S&S requirements to the maximum extent practical (1) prior to the supplier achieving full S&S capability agreed to in the Schedule and the CAP, or (2) for requirements exceeding those agreed upon in the Schedule and the CAP. The government reserves the right to obtain S&S requirements from other sources without liability to the supplier. This language does not relieve the contractor of the responsibility to provide, in accordance with the applicable delivery schedule, non-S&S quantities and the S&S quantities agreed to in the Schedule and CAP during the contingency.

(End of Clause)

**52.217-9007 Surge and Sustainment (S&S) Instructions to Offerors (OCT 2008) DSCP**

The offeror must provide a detailed approach for covering S&S requirements in the Capability Assessment Plan and, if required, a Validation/Test Plan.

Capability Assessment Plan (CAP):

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Offeror must submit a CAP that describes the method and capability to meet the surge requirements identified in the Schedule of this solicitation. The CAP must also include the supplier's investment plan, stock rotation plan, and all information required in Section \_\_\_\_ of the solicitation. Offeror must complete and print the CAP or questionnaire summary for submittal as part of the proposal or the offer. Additionally, any attachments cited in the CAP must be submitted as part of the offer.

(End of Clause)

**52.217-9008 Surge and Sustainment (S&S) Evaluation (OCT 2008) DSCP**

Surge and Sustainment capability is a requirement of this solicitation. The S&S evaluation will be based on the Capability Assessment Plan (CAP), and past S&S performance. The offeror's proposal may be deemed nonresponsive for failure to submit the required S&S information in accordance with the solicitation. The government reserves the right to require additional information if necessary. The S&S will be evaluated as follows:

(a) CAP/Approach.

The offeror's CAP will be reviewed and assessed for responsiveness, completeness, technical merit and S&S past performance. The CAP must demonstrate the ability to provide the full S&S quantity and delivery requirements as specified in the Schedule, the technical merits of the proposed solutions to any identified shortfalls in S&S quantity, and delivery requirements and the ability to achieve these without government investment.

(b) Past S&S Performance.

Previous S&S performance will be considered in the evaluation. In the absence of or in addition to DLA S&S past performance, the CO may consider other relevant performance history where the offeror demonstrated the ability to quickly respond to and sustain higher than normal production rates or faster than normal delivery requirements, or both.

(End of Clause)

**FAR 52.228-3 WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)**

The Contractor shall

(a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, et seq.) requires and

(b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

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A. **FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS. (JUN 2008)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer shall check as appropriate.]*

  X   (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

       (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

       (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

       (4) [Reserved]

       (5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

       (ii) Alternate I (Oct 1995) of 52.219-6.

       (iii) Alternate II (Mar 2004) of 52.219-6.

       (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

       (ii) Alternate I (Oct 1995) of 52.219-7.

       (iii) Alternate II (Mar 2004) of 52.219-7.

  X   (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

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X (8) (i) 52.219-9, Small Business Subcontracting Plan (Apr2008)(15 U.S.C. 637 (d)(4)).

\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

X (iii) Alternate II (Oct 2001) of 52.219-9.

\_\_\_ (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

X (10) 52.219-16, Liquidated Damages- Subcontracting Plan (Jan 1999)(15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

\_\_\_ (12) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (13) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X (15) 52.219-28, Post Award Small Business Program Representation (June 2007) (15 U.S.C. 632(a)(2)).

X (16) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

X (17) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).

X (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (19) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

X (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

X (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

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X (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

X (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

X (24) (i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).

\_\_\_\_ (ii) Alternate I (Aug 2007) of 52.222-50

\_\_\_\_ (25) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (May 2008)(42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_\_ (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b)

\_\_\_\_ (27) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423)

\_\_\_\_ (ii) Alternate I (Dec 2007) of 52.223-16

\_\_\_\_ (28) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).

\_\_\_\_ (29) (i) 52.225-3, Buy American Act --Free Trade Agreements -- Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, and 109-169).

\_\_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.

\_\_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.

\_\_\_\_ (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (31) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007)(42 U.S.C. 5150).

\_\_\_\_ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150).

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\_\_\_ (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (35) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (36) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

\_\_\_ (37) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

\_\_\_ (38) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

\_\_\_ (39) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

X (40) (i) 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).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

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(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007)(41 U.S.C. 351, *et seq.*).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Nov 2006)(29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (5) 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.*).

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\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007) (31 U.S.C. 5112 (p)(1)).

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(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this 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.

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

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

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

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

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

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(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.

**DFARS 252.212-7001 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2008)**

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

  X   52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

  X   252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

  X   252.219-7003 Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

       252.219-7004 Small Business Subcontracting Plan (Test Program) (APR 2007) (15 U.S.C. 637 note).



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<u>  X  </u>	252.225-7001	Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).
<u>  X  </u>	252.225-7012	Preference for Certain Domestic Commodities  (MAR 2008) (10 U.S.C. 2533a).
<u>      </u>	252.225-7014	Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
<u>      </u>	252.225-7015	Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
<u>      </u>	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).
<u>      </u>	252.225-7021	Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
<u>      </u>	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
<u>      </u>	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
<u>      </u>	252.225-7036	Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007)) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).  (ii) <u>      </u> Alternate I (OCT 2006) of 252.225-7036.
<u>      </u>	252.225-7038	Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
<u>  X  </u>	252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
<u>      </u>	252.227-7015	Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
<u>      </u>	252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
<u>  X  </u>	252.232-7003	Electronic Submission of Payment Requests (MAR 2008) (10 U.S.C. 2227).
<u>      </u>	252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
<u>  X  </u>	252.243-7002	Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
<u>  X  </u>	252.247-7023	Transportation of Supplies by Sea (MAY 2002) ( <u>      </u> Alternate I) (MAR 2000) ( <u>      </u> Alternate II) (MAR 2000) ( <u>      </u> Alternate III) (MAY 2002) (10 U.S.C. 2631).
<u>  X  </u>	252.247-7024	Notification of Transportation of Supplies by Sea (MAR

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2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, 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).

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**STATEMENT OF WORK****SUPPLIES/SERVICES AND PRICES****I. INTRODUCTION**

- A. The Defense Supply Center Philadelphia (DSCP) intends to enter into an Indefinite Quantity Contract (IQC) with a full line food distributor who will act as a Prime Vendor responsible for the supply and delivery of semi-perishable and perishable items. The prime vendor must be capable of supplying all chilled products, semi perishable food stuffs, frozen fish, meat and poultry, other frozen foods (fruits, vegetables, prepared foods, etc.), dairy and ice cream products, fresh and frozen bakery products, beverage base & juices (for dispensers), beverages & juices (non-dispenser), fresh fruits and vegetables, non-food items and Government Furnished Material (GFM) such as Unitized Group Rations (UGR's), Meals Ready to Eat (MRE's), Health and Comfort packs (HCP's) and other operational rations items (either currently in existence or to be introduced during the term of this award).
- B. The purpose of this solicitation is for the DSCP to establish an IQC commercial prime vendor contract to provide subsistence products to the military and other federally funded customers within the Republic of Korea. Other customers including other non-Department of Defense (DOD) customers may also be added as required over the life of any resultant contract. An IQC provides for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with individual deliveries to be scheduled by customers placing orders with the contract (FAR 16.504(a)). Note: The term "Ordering Facilities" or "Ordering Activities," as used throughout this solicitation, will refer to all of the delivery points under this solicitation.
- C. Prices are to be submitted, and payment will be made in U.S. dollars.
- D. This is an indefinite quantity contract. The Government intent is to make one award under this solicitation. The contract shall be for a base term of one year and include four (4) available option periods of one (1) year each.. A contract resulting from this solicitation will become effective on the date of award. The one year ordering period will begin on the date of placement of the first order rather than on the effective date of award.
- E. For the purpose of deployments, as defined herein, support under this contract could potentially include any geographic region in South East Asia within 1,000 mile radius of the Republic of Korea, as well as other neighboring areas that currently lack Prime Vendor support (Australia, New Zealand, China, Etc.) **The Government, however, reserves the right to designate the responsible vendor in the event of any actual deployment.** This language is not intended to in any way preclude awardees from acting as "Backup Prime Vendors," for other Prime Vendor regions.

**II. WORK TO BE PERFORMED**

- A. The Prime Vendor will be required to perform inventory and warehouse management functions and to position a full line of food and beverages at their warehouse(s). A Government-Owned, Contractor Operated (GOCO), "no cost" leased facility in Pusan South Korea will be available for contractor use during the performance of the contract should the Prime Vendor so choose.

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The vendor will be required to maintain a minimum of **30 days of supply** at all times at their Korean warehouse(s). The vendor will be responsible for determining stocking needs by developing their own AMD (average monthly demands) for the contract per each product on the catalog over the entire customer base. Each offeror will also be required to submit with their proposal, in detail, how they plan on formulating the average monthly demand. The Prime Vendor is responsible for arranging ocean transportation through DSCP and loading sea vans at its CONUS facility.

The Prime Vendor must also provide all of the necessary material handling equipment and labor to unload deliveries and trans-ship to the final delivery point. The Prime Vendor will maintain a minimum of 98% peacetime fill-rate. Surges in requirements during peacetime up to 300% of normal demands must also be able to be filled at a 98% rate. Deliveries shall average 2-to-3 times per week within 48 hours of order placement, unless less frequent stops are agreed upon by the ordering activity and the contractor.

B. The customers are as follows:

Air Force	9 Dining Facilities
Army	40 Dining Facilities
Navy	2 Dining Facilities
Marines	1 Dining Facility
Visiting Navy Ships	Average 2-5 ships per month

- C. The Prime Vendor must supply all products to the customers from their facility with a minimum of 30 days of the original shelf life shall be remaining at time of delivery. As with any substitution, the vendor must receive the customer's prior approval if product offered for delivery will possess a lesser shelf-life. Chilled products shall not be frozen in an attempt to extend the *products'* shelf life. The Food Service Representative and/or Veterinary Inspector will make final determination as to whether or not the product is in an acceptable condition/fit for consumption.
- D. The Prime Vendor must station a customer representative of their firm in Korea. This person will be responsible for resolving any problems on the contract and will be available to handle any problems that may arise.
- E. All supplies shall be furnished on a "fill or kill" basis. No substitutions will be accepted unless authorized by the ordering office prior to staging.
- F. This solicitation does not include requirements for market ready items, however these items maybe added during the life of the contract, and if so, prices for these items will be negotiated at such time. Market ready items include, but are not limited to, the following:
1. Bread
  2. Dairy
  3. Fresh Fruits and Vegetables
  4. Ethnic Foods
  5. Soda
- G. DSCP, shall not be responsible for the reimbursement of any out-of-code or expired shelf-life product (hereinafter "Deadstock") or the destruction and/or disposal costs

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associated with the Deadstock . Consequently, it shall be the responsibility of the Prime Vendor to accurately forecast and efficiently maintain inventory levels.

**III. FULL FOOD SERVICE MANAGEMENT AND FOOD PREPARATION**

- A. The Prime Vendor in addition to providing Subsistence items, **may be required** to provide the full food service management, personnel, supervision of the dining facilities (also known as Mess Halls and Galleys) to include Brigs/Military Prisons, attendant (custodial) services and food preparation services. The Prime Vendor's management functions shall include at a minimum planning, organizing, directing and coordinating various aspects of a large institutional style food service establishment. The Prime Vendor shall staff each dining facility with a manager, subsistence clerk to process food orders via the Government's food service ordering systems, attendant supervisor and food service employees. The Prime Vendor must ensure that all food employees are fully knowledgeable on food service tasks and receive food safety and Hazard Analysis and Critical Control Point (HACCP) training.
- B. The Government may provide food service personnel such as but not limited to active duty military cooks to perform food preparation functions at some of the dining facilities. The Government food service personnel will not work directly for nor be supervised by the Prime Vendor.
- C. The Prime Vendor will continuously prepare food items at selective interval during the entire meal period as the food is consumed (i.e. continuous preparation of vegetables, cook to order hamburgers, steaks, fried eggs, pancakes and cold sandwiches, etc). This procedure ensures fresh, high quality cooked food to customers on a continuous basis. The objective is to match the flow of patrons through the serving line so that freshly prepared and high quality food is always provided. The Prime Vendor will also be required to follow the Army 28 Day Contingency Menu document. The Army 28 Day Contingency Menu document provides the daily breakfast, lunch, dinner, breakfast brunch and dinner brunch menu for each calendar day of the month, to include menu variations and daily menu for fast food/carry out.
- D. The Army 28 Day Contingency Menu specifies menu choices (except leftovers), including individual breads, salads, desserts, soups, self-serve items, specialty bars (salad, taco, deli, pasta, potato and etc) and condiments to be served during each meal. The Prime Vendor may be required to attend Food Management Board meetings.
- E. The Government will not assess or evaluate the Offerors abilities to provide full food service management and food preparation services at time of award. If the Prime Vendor is required to provide food service management, then the Prime Vendor will be required to provide a detailed plan outlining at a minimum the Contractor's ability to manage and perform food preparation functions including staffing the dining facilities. The Prime Vendor will also be required to provide a pricing plan to provide full line food service management and the cost per single meal (i.e. cost to serve breakfast meal, etc). The Prime Vendor will be provided the specific requirements for each branch of the Military Services dining facilities.
- F. The Offeror [ ] Does, [ ] Does Not, have the capabilities to provide the full food service management and food preparation services.

**IV. GOVERNMENT OWNED CONTRACTOR OPERATED (GOCO)**

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The following is provided as a source of information to advise potential offerors of Subsistence warehousing space available for lease at “no cost” in the performance of work resulting from this solicitation.

- A. The Subsistence warehouse space located at Pusan Storage Facility (PSF) will be available at the time of contract award. This warehouse space is available for use only by the Prime Vendor in support and execution of subject contract.
- B. All parties submitting a bid package are eligible to investigate the use of this warehousing space and incorporating its use as a part of the technical portion of their offer.
- C. The warehouse space available:

**Central Receiving Facility, Pusan**  
**55 BO-GEUP-CHANG**  
**MI-8-KUN**  
**BUM-IL 5 DONG**  
**Dong-KU**  
**Pusan –SI, South Korea**

<u>Type</u>	<u>Sq. Ft</u>	<u>Pallet Capacity</u>	<u>Cube Capacity</u>
<b>Dry Storage</b>			
Bldg 15	23,000	Depends on Racking System	948,750 Cu. Ft
Bldg 11	19,305	Depends on Racking System	241,313 Cu. Ft
Chilled Storage	16,920	2,584	142,128 Cu. Ft
Freezer Storage	28,294	3,860	212,330 Cu. Ft

- D. Central Accounting Office (TISA 51), Bldg S-5402 which is located in South Post, Yongsan, Seoul, Korea is also available for contractor use.

This office space is made available to the vendor to consolidate sales to USFK dining facilities, accounting/computing employee's payroll, maintaining employee's administration, process payments/invoices, control transportation contract etc. The Central Accounting Office has 376 Sq Ft that could be available

- E. Operating Procedures of the GOCO are further defined as follows:
  1. The offeror will be responsible for providing the necessary management, customer service, clerical and warehouse personnel to insure successful performance. The offeror will also be responsible for providing all office equipment, to include, but not be limited to, computers, communication needs (i.e., installation of telephones and telephone lines, fax lines) and office furniture. For the purposes of this solicitation, the successful awardee will be considered an “appropriate contractor”.
  2. The offeror will be responsible for providing all Material Handling Equipment (MHE) necessary for the successful performance of this contract.
  3. The Contractor shall maintain the sanitation of the GOCOs in accordance with good commercial practices and MIL STANDARD 3006-A. The GOCO will be subject to

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USFK Veterinary Inspection. Contractor must also comply with the provisions set forth under Part 2, Paragraph 6, Quality Program Services, attendant to these facilities, including utilities, will be provided to the contractor. The risk of loss or damages for the supplies warehoused in the GOCO shall remain with the contractor. The Contractor is responsible for insuring the products.

- F. Offerors should contact DSCP-COR, Henry Aclipen to coordinate visits to the GOCO, Comm. Phone: 011-82-31-661-3514; Cell Phone: 011-9671-3470; DSN Phone: 315-784-3514/3420; email: [henry.aclipen@dla.mil](mailto:henry.aclipen@dla.mil)

**V. TRANSPORTATION**

- A. As the Government reserves the right to use the system that provides the best services to our customers (readiness included as a factor) the following applies:
1. The Prime Vendor will be required to ship the products from the United States within the United States Defense Transportation System (DTS). Offerors will use established Government rates under the Universal Services Contract (USC) with the United States Transportation Command (USTRANSCOM). The Contractor will contact the Defense Distribution Center, New Cumberland (DDC) Transportation Planning, via Distribution Planning and Management System "DPMS" web site and request bookings. The Transportation Planning team will book or provide authorization/instruction to the contractor in order to book the required sea vans using Integrated Booking System (IBS) or Direct booking with the authorized carrier. The carrier will be responsible for the transportation of the Contractor's products from the specified CONUS manufacturer or CONUS distribution facility to the OCONUS distribution facilities in the Republic of Korea. This transportation method is known as "Point to Point" delivery.
  2. The DDC Representative, in coordination with the Prime Vendor representative, will ensure the necessary arrangements for ocean transportation, bookings and freight forwarding to the Prime Vendor's OCONUS facility, unless otherwise specified in the contract.
  3. Shipping Instructions for the Prime Vendor will be available via a web site. The site will be provided to the Prime Vendor upon award. The Prime Vendor will be required to generate the Transportation and Control Movement Document (TCMD), commercial invoice, commercial packing list and Consulate letter that will be used to identify that the products being shipped by the Contractor are for "U.S. Armed Forces".
  4. For all shipments to OCONUS Distribution Facility(S), all product is required to be palletized in full vanload quantities. Full vans of product are required for delivery to one individual OCONUS Distribution Facility(s).
  5. When a carrier is utilized pursuant to the USC, the applicable Government designated Ocean carrier will provide sea vans and transport them to the specified CONUS manufacturer or CONUS distribution facility. The Prime Vendor will load the vans at their distribution facility in accordance with the terms outlined in Section entitled, "**Packaging/Packing**". The Government designated Ocean carrier will then pick up the loaded vans and transport them to the applicable Port for subsequent shipment

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through the DTS. Upon arrival at the OCONUS Port(s), the freight forwarded shipment will be transported to the Prime Vendor's OCONUS Distribution Facility(s), by a USTRANSCOM carrier.

6. In order to enforce this requirement, the Prime Vendor shall assign a customer representative to the contract, who will be solely responsible to over see this process.
7. Prime Vendor responsibility under the DTS transportation method: the Prime Vendor will be responsible for pre-cooling (where appropriate), properly loading and contacting the ocean carrier for drayage of the loaded container to the embarkation port. The Prime Vendor will be responsible for making a visual inspection of the container to ascertain that it is intact and that equipment appears to be operable. The Prime Vendor will be responsible for any detention charges and arranging the return of empty containers to the Government designated ocean carrier, but will not be responsible for return drayage. If the U.S. facility the Prime Vendor distributes product from is more than 500 miles from the CONUS port, the Government will provide drayage to the port if there are no carrier rates in the current USC Contract to cover that portion of the drayage. These moves will need to be carefully coordinated with the DDC in order to avoid additional charges caused by unavailability of product. If such charges are incurred, it will be the responsibility of the Prime Vendor to cover such charges and not the Government.
8. DSCP has been advised by USTRANSCOM that the average "Point to Point" delivery time to the Republic of Korea averages thirty (30) days. However, delays may occur and the Contractor will be responsible for maintaining sufficient stock levels in its OCONUS facility(s) to cover any such delays in transport. Any resultant claims for cost lie against the USTRANSCOM contract carrier. The Government has no Liability for late delivery or damage to goods in transit. The terms and conditions of the USTRANSCOM contract with the designated carrier govern carrier liability for any loss or damage to products during "Point to Point" transportation, and the contractor is solely responsible for developing and presenting any claims for delay, loss, or damage to the USTRANSCOM designated carrier, which is solely responsible for any liability. The contractor is cautioned that in some instances the USTRANSCOM contract carrier may have limited or no liability under the terms of the USTRANSCOM contract (see Insurance/Liability and Claims, below).
9. Occasionally, Airlifts may be required to fulfill customer requirements which have expedited Required Delivery Dates (RDD) for an item requirement which is in excess of 300% of the vendor's average monthly demand (surge quantities). The Prime Vendor must notify the Contracting Officer immediately of the requirement in order to request an Airlift approval. Only the Contracting Officer may approve an Airlift request.

For all approved Airlift request the Prime Vendor will be required to Airlift the products from the United States in coordination with the United States Defense Transportation System, or DTS. Offerors will use established Government rates with Surface Deployment and Distribution Command (SDDC).

In order for DSCP to make an accurate and expedited decision on any Airlift requests submitted by the Prime Vendor, at a minimum the following information must be provided:



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- a. Airlift Request date/Time by Prime Vendor to DSCP
- b. Customer/Activity/Ship
- c. Prime Vendor Zone
- d. Order Receipt Date
- e. Required Delivery Date (RDD)
- f. Reason for Request
- g. Item Description/NSN
- h. Unit Pack
- i. Unit Size
- j. Order Quantity
- k. Available Quantity (Quantity available due to previously submitted/pending orders)
- l. On Hand Quantity
- m. Average Monthly Demand (AMD)
- n. Order Quantity to date (current month)

When submitting a request for airlift approval via email, the following personnel must be copied on the request: Gina Vasquez (Chief-Pacific), Karen Aquino (Contracting Officer), Tom Garofalo (Contract Specialist), Jerry Caruso (Account Manager), Lesly Gelin (COR Singapore), Al Harris (COR Japan). The CORs and the Account Manager will provide feedback regarding the validity of the request as well as any other information necessary in order to assist DSCP in making an approval/disapproval. Based on the stock availability, AMD, RDD, and size of the requested customer order a decision will be made by the Contracting Officer for approval/disapproval. For those requested items with stock positions found to be below the required 300% surge/mobilization requirements, the Prime Vendor will be responsible for the airlift fees associated with those items.

#### 10. Palletization requirements for all Overseas Shipments:

All Wood Packaging Material (WPM) acquired by DOD must meet requirements of International Standards for Phytosanitary Measures (ISPM) 15, "Guidelines for Regulating Wood Packaging Materials in International Trade." DOD shipments inside and outside of the United States must meet ISPM 15 whenever WPM is used to ship DOD cargo, or when wood is being acquired by DLA for future use as packaging material. WPM is defined as wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frame and cleats.

**Note:** Failure to comply with these requirements may result in frustrated cargo and rejection at the point of entry.

DLAD clause 52.247-9012 "Requirements for treatment of wood packaging material (WPM). (FEB 2007) is hereby incorporated into the contract.

#### B. INSURANCE, LIABILITY, AND CLAIMS

DSCP will be identified as an authorized ordering office, through the Defense Distribution Center (DDC), for the Universal Services Contract (USC), a contract awarded by the United States Transportation Command (USTRANSCOM). The Prime Vendor will transmit its transportation

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requirements to DSCP, which will arrange government-funded transportation through orders against the USC. The Prime Vendor's products will be shipped through the Defense Transportation System (DTS) via commercial carriers receiving USC awards. As discussed above, the Prime Vendor will be shipping product via commercial carrier(s) under the DTS via a contract awarded by USTRANSCOM to commercial carriers. Although these carriers are responsible for any loss or damage to the products they transport, such responsibility or liability is limited by the terms of the USC USTRANSCOM contract, as well as, maritime law, customs, and practices, e.g., Carriage of Goods by Sea (COGSA) limitations 46 U.S. App. § 1300 et. seq.; Force Majeure; Carmack Amendment 49 USC § 14706; etc. It is, therefore, highly recommended that the offeror, prior to submitting an offer, review the current USTRANSCOM carrier contract(s). The current USTRANSCOM carrier contract can be viewed at [web site].

During the implementation period as defined in the solicitation, the Prime Vendor contractor shall enter into an agreement and work with the USC carriers handling routes within the Prime Vendor's geographical responsibility to develop a claims process involving the Prime Vendor contractor and the USC contractor(s). The purpose of such an agreement is to establish a working relationship with the USC contractor(s) in order to facilitate the transportation of product and to establish points of contact in order to resolve any issues that may arise during the performance of this contract. Such an agreement shall address issues such as claims processing and dispute resolution for losses and damage to Prime Vendor cargo by the USC carrier(s) and for the resolution of claims by the USC carrier(s) against the Prime Vendor for detention of carrier containers, port storage for detained containers, and maintenance provided by a carrier for detained refrigerated containers. The Prime Vendor shall pay the USC carriers directly for any detention, port storage or maintenance charges incurred by the Prime Vendor and the USC carrier(s) shall pay the Prime Vendor directly for any charges for loss/damage to Prime Vendor cargo incurred by the USC carrier(s). The Prime Vendor contractor shall provide to the DSCP Contracting Officer with a copy of such agreement, as well as, any contact information that it receives from the USC contractor(s). The Prime Vendor shall update this information as necessary and provide the Contracting Officer with any changes made to such agreement. The Prime Vendor claims procedure developed for handling any claims between the Prime Vendor contractor and the USC contractor(s) shall be provided to the DSCP Contracting Officer. During the implementation/effective period, as defined in the solicitation, the Prime Vendor shall contact the USTRANSCOM designated carrier(s) for the routes within the Prime Vendor's geographical responsibility. The Prime Vendor shall copy the DSCP Contracting Officer with the contact information that it receives from the carrier(s) and shall update this information as required. During this implementation/effective period, the Prime Vendor and the carrier(s) shall develop a claims procedure for the handling of any claims that may arise between the Prime Vendor and the carrier(s) for the products shipped by the carrier(s). This procedure shall be the basis for the resolution of any claims for loss or damage, as well as any other issues that may arise. A copy of this procedure, and any changes or updates, shall be promptly furnished to the DSCP Contracting Officer.

The Prime Vendor should consider that substantive terms and conditions of the USC contract and this contract may be relevant to the agreement and procedures negotiated with the USC carrier(s) concerning claims procedures, dispute resolution procedures, etc. The Prime Vendor is an express third party beneficiary of the USC contract regarding its provisions governing the liability of the USC carrier(s) for loss/damage to Prime Vendor cargo. Similarly, the USC carrier (s) is an express third party beneficiary of the provisions of this contract governing the liability of the Prime Vendor for container detention, port storage, refrigerated container maintenance, etc. For example, the dollar amount of damage for detention of

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containers of the USC carrier by the Prime Vendor is established in the USC contract. Third party beneficiaries are subject to all amendments and modifications of this contract. Also, the Prime Vendor should consider in negotiating any agreement or procedures that the USC carrier may take remedial action, including the assertion of a lien on Prime Vendor cargo or other actions, to protect its interests. Similarly, the Prime Vendor may exercise any right of setoff involving a commercial contract or other remedial action against the USC carrier to protect its interests. Finally, the Prime Vendor should consider in negotiating any agreement or procedures that disputes between the Prime Vendor and the USC carrier will not be subject to the Contract Disputes Act or the "Disputes" clause of this contract. Because claims for loss/damage to Prime Vendor cargo, detention of USC carrier containers, port storage assessed against detained carrier containers, maintenance of detained carrier refrigerated containers, etc. are to be covered by agreement between the Prime Vendor and USC carrier(s), disputes regarding such matters will be covered by the business arrangement between the Prime Vendor and USC carrier(s) and laws applicable to such arrangements. Notwithstanding the prior two sentences, the Prime Vendor may file a claim with the Contracting Officer under the "Disputes" clause and the contractor may be entitled to payment under the terms (if any) of this contract in connection with Prime Vendor cargo for loss/damage to Prime Vendor cargo caused by acts of the United States Government. In no case will the Prime Vendor be entitled to payment where acts of a USC carrier, acts of other third parties, acts of nature or other non-human origin, or action of any entity or force other than the United States Government causes the loss/damage to Prime Vendor cargo.

The Government is not responsible or liable for any loss or damage to the Prime Vendor's products shipped through under the DTS. Any such losses or problems can be mitigated by establishing a good working relationship with the carriers, being familiar with the terms and conditions of the USTRANSCOM contract, and obtaining maritime insurance for the products shipped. Any discrepancy reports, notice of claims or claims for such loss or damage, as well as, any other communications regarding such loss or damage shall be submitted by the Prime Vendor directly to the carrier for resolution, not to DSCP or USTRANSCOM. The Prime Vendor shall copy the DSCP Contracting Officer with any such claims, notice, or reports. At the request of the Prime Vendor, the DSCP Contracting Officer may facilitate the resolution of the claim, but all communications regarding the claim shall be between the Prime Vendor and the carrier and not through DSCP or USTRANSCOM. This procedure is not subject to change or modification, except by the DSCP Contracting Officer. If the Prime Vendor is unable to communicate directly with the carrier for any reason, it should promptly advise the DSCP Contracting Officer.

**C. CUSTOMS:**

USTRANSCOM will be responsible for all customs clearance from the point of debarkation through to the Prime Vendor's OCONUS facility (s.) Therefore, the Prime Vendor is only responsible for customs clearance from his OCONUS facility (s) to the final delivery points.

**D. PRIME VENDOR RESPONSIBILITIES**

1. The Prime Vendor will be responsible for all documentation and required paperwork, as well as packaging/packing and marking of products as originally stated in the solicitation.
2. The Prime Vendor will be responsible for making a visual inspection of the container to ascertain that it is intact and that all equipment appears to be operable.

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3. All freeze and chill trucks will use temperature recording devices, readings of which will be made available upon request.
4. Additionally, the Prime Vendor will be responsible for the pre-cooling vans, when appropriate, and loading vans.

**E. GOVERNMENT RESPONSIBILITIES**

1. USTRANSCOM will be responsible for the contracting of transportation of products from the Prime Vendor's CONUS Distribution Warehouse(s) to the Prime Vendor's OCONUS warehouse(s).
2. The DDC transportation representative in coordination with the Prime Vendor will be responsible for making ocean transportation bookings that provide transportation from the Prime Vendor's CONUS facility to the door of the PV's OCONUS facility and setting up transportation from the OCONUS port to the Prime Vendor's OCONUS facility. Unless otherwise specified in the contract, the Prime Vendor or USTRANSCOM Representative will be responsible for arranging the return of empty containers to the Ocean Carrier.

**VI. STATUS OF FORCES AGREEMENT (SOFA)**

- A. Copies of the SOFA and Regulations referenced anywhere in the solicitation will be made available to the awardee upon request.
- B. Contractor will be responsible for complying with contract clauses set forth in Part VIII of the Statement of Work, Invited Contractor or Technical Representative Status- Republic of Korea. Please note, paragraph (E) of subject clause:

[The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.].

- C. The Prime Vendor must be familiar with all necessary permits, licenses, laws and labor decrees that pertain to Government contracts. The Contractor shall obtain all required Personnel ID (identification) passes and vehicle decals to enter the post/base of the appropriate sites.

**VII. THEATRE SUPPORT**

- A. Management:

The contractor shall ensure that all contractor employees, subcontractors, subcontractor's employees, invitees and agents comply with all guidance, instructions and general orders applicable to U.S. Armed Forces issued by the Theater Commander or his/her representative, as well as, all pertinent Department of the Army and Department of Defense directives, policies and procedures, as well as federal statutes, judicial interpretations and international agreements (i.e., Status of Forces Agreements, Host Nation Support Agreements, etc.)

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applicable to U.S. Armed Forces. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection and safety. Disputes are to be resolved by the Contracting Officer. Notwithstanding the above, the Contracting Officer is the only authorized official who may increase, decrease or alter the scope of work to be performed, and any orders or instructions interpreted by the contractor as impacting the scope or cost of the contract shall immediately be brought to the attention of the Contracting Officer for resolution.

The contractor shall take reasonable steps to ensure the good conduct of its employees and shall at all times be responsible for the conduct of its employees and those of its subcontractors and invitees.

The contractor shall promptly resolve, to the satisfaction of the contracting officer, all contractor employee performance and conduct problems identified by the contracting officer or his/her designated representative.

The contracting officer may direct the contractor, at the contractor's expense, to remove or replace any contractor employee failing to adhere to instructions and general orders issued by the appropriate military authority or his/her designated representative. The contractor will replace such employee within 72 hours or as instructed by the Contracting Officer.

**B. Accounting for Personnel:**

As directed by the contracting officer or his/her representative, the contractor shall report its employees in the area of operations by name and by location.

As directed by the contracting officer or his/her representative, the contractor shall report its employees entering and leaving the area of operations.

Note: For more information, see page 17 under clause: 252.225-7040 Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States

**C. Risk Assessment and Mitigation:**

The contractor will brief its employees regarding the potential danger, stress, physical hardships and field living conditions of performing under this contract.

The contractor will conduct physical and medical evaluations of all its employees at their own expense to ensure that they are capable of enduring the rigors of performance under this contract.

The contractor will designate a point of contact for all of its plans and operations.

The contractor will prepare plans for support as required by contract or as directed by the Contracting Officer.

For the purpose of issuing ID badges, and for access purposes, the contractor will provide a list of suitable or qualified subcontractors including local vendors in an area of operations.

**D. Vehicle and Equipment Operation:**

The contractor shall ensure that employees possess the required civilian licenses to operate the equipment necessary to perform the contract in the theater of operations in accordance with the statement of work.

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The contractor and its employees may be held jointly and separately liable for all damages resulting from the unsafe or negligent operation of equipment.

E. Container Management:

The contractor shall be responsible for managing the flow of containers from the port through the warehouse and into the theater. Planned and unplanned delays such as supply route blackouts, local holidays and border closures must be considered in the schedule for container movement. Best efforts must be made to eliminate detention charges and reduce port storage fees on reefers while ensuring containers carrying “Not-in-Stock (NIS)” items are pulled first, followed by special meal containers. The contractor must avoid overstocking its warehouse when pulling containers from the port.

F. Security Measures/Force Protection:

As vendors/contractors under Government contract, quality control procedures must be heightened to ensure that product entering your facility is safe for public consumption. The following security guidance is provided:

Make sure all boxes, bags, etc. are intact and demonstrate no evidence of tampering. All incoming truck drivers should provide adequate identification upon request. Visitors should also be properly identified and access limited to appropriate areas. Procedures for storing product should adequately control access to eliminate any possibility of product adulteration.

Review lighting and camera conditions at their facilities and consider whether fencing and locking devices are adequate. Never leave open trucks unattended, and use seals when possible to designate loaded trailers. Security seals shall be properly placed on delivery vehicles and registered/logged in per delivery. Ensure employee background checks are up to date.

Ensure drivers have communication devices available in the event of an emergency and establish emergency phone numbers for them to use. Firms should keep a low profile and share customer routes, etc. on a need to know basis. Review of overall organizational corporate security plans should be conducted and consider whether private security firms are needed to assess or reduce risk. It is important to convey to all warehouse, office and fleet personnel that security should not be taken lightly and any suspected adulteration or evidence of product tampering must be reported immediately.

G. Passports, Visas and Customs Clearance:

At the contractor employee's and/or contractor's expense, the contractor employees shall obtain all passports, visas or other documents necessary to enter and/or exit any area(s) identified by the contracting officer. All contractor employees shall be subject to the customs processing procedures, laws, agreements and duties of the country to which they are deploying.

H. Status of Forces Agreement:

The contractor shall adhere to all relevant provisions of the applicable Status of Forces Agreements (SOFA) and other similar related agreements.

**PRIME VENDOR KOREA****I. Tour of Duty / Hours of Work:**

The contractor shall comply with all duty hours and tours of duty identified by the contracting officer or his/her designated representative.

The contracting officer, or his/her designated representative, may modify the work schedule to ensure the government's ability to continue to execute its mission.

**VIII. SPECIAL CONTRACT REQUIREMENTS FOR KOREA THAT CONTRACTORS MUST COMPLY WITH****A. CONTINUANCE OF PERFORMANCE DURING ANY STATE OF EMERGENCY, REPUBLIC OF KOREA.**

The contractor shall be responsible for performing all functions of this contract during a state of emergency declared by the United States or Korea, or during periods of internal strife, rioting, civil disturbance, or perils of any other type until released by the contracting officer. The contractor shall assist and participate, as may be required by competent military authority, in any military or dependent evacuation plan. The contractor shall participate at the direction of the local commander, in all local or site training exercises related to U.S. Government preparation for any of the above-listed incidents. Any services required under a state of emergency that exceeds the contract requirements shall be subject to the Contract Terms and Conditions set forth in 52.212-4. The contractor is required to include this provision in any subcontracting agreements.

**B. DEFERMENT OF EMPLOYEES FROM MOBILIZATION**

The Contractor shall secure the following deferments for Contractor employees assigned to this contract and is required to include this provision in any subcontracting agreements:

1. **LABOR MOBILIZATION.** In accordance with Article 39(2), Implementing Regulation of Resources Utilization Law, Contractor shall request deferment of his employees from labor mobilization, from the Minister of Home Affairs through the Minister having jurisdiction over the activities of the Contractor.
2. **HOMELAND RESERVE FORCES.** In accordance with the provision of Article 5, Homeland Reserve Forces Establishment Law, Contractor shall obtain documentation of deferment of his employees from mobilization of Republic of Korea Homeland Reserve Forces. This documentation may be obtained through the Minister having jurisdiction over the activities of the Contractor.
  - a. The Contractor shall furnish evidence of deferments to the Contracting Officer as soon as they are received from the Ministry concerned.
  - b. The Contractor shall ensure that adequate personnel are available to fulfill contract obligations during mobilization exercises.
  - c. The Government will work with the Contractor during mobilization exercises.

**PRIME VENDOR KOREA****C. CONTRACTOR VEHICLES**

1. Unless specifically stated elsewhere in the contract the Contractor shall provide all motor vehicles and any other transportation equipment required for the performance of this contract. The Contractor shall be authorized to import 40 company-owned vehicles in accordance with USFK Reg 190-1.
2. The motor vehicles shall meet all of the requirements of this contract and shall be subject to inspection and approval by the DSCP Contracting Officer Representative. In the event a Contracting Officer Representative is not appointed, an individual authorized by the Contracting Officer will conduct inspection and approval.
3. Vehicle Decal - The Contractor shall provide the Contracting Officer with a list of only those vehicles (by type and quantity) that are required in the actual performance of this contract on U.S. Government Installations within the ROK. The Contracting Officer shall submit the list through the Contracting Officer's Representative for approval. Decals will only be issued for the geographic areas of the contract's performance. For example, a contractor performing in Pusan will not receive a decal for Yongsan.
4. The Contractor requiring decals for use of personal vehicles on military installations will be required to provide the Contracting Officer with a written rationale substantiating why the vehicle is needed in connection with satisfactory performance of the contract. The rationale shall exclude trips to Finance and Accounting Office for the processing of payment documents, etc. Requests for decals for personal vehicles used to support such functions as the Association of the U.S. Army or any other community activities must be processed through the Eighth US Army Protocol Office. The contractor is required to include this provision in any subcontracting agreements

**D. WARTIME UTILIZATION OF CONTRACT VEHICLES, REPUBLIC OF KOREA**

The Ministry of National Defense, Republic of Korea has provided for exemption of portions of an U.S. Government Contractor's assets from the Transportation Mobilization Designation plan. During war, the assets specified in the plan (to be reviewed by the successful contractor after contract award) will be made available to the 25th Transportation Center (TC) for commitment purposes. The contractor, within thirty days after award, shall verify its assets through appropriate channels of the Republic of Korea Government controlling wartime mobilization to insure that such exemption has been reflected in his wartime plan.

The contractor shall provide written notification efforts. A copy of the notification shall be furnished to the Contracting Officer's Representative. Maintenance and overall responsibility for assets and personnel involved shall remain with the Contractor as provided in this contract. The contractor is required to include this provision in any subcontracting agreements.

**E. APPLICABLE LAW**



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The terms and provisions of this contract govern the rights and remedies of the parties. The validity and interpretation of this contract and all rights and obligations hereunder shall be governed by the law of the United States of America.

**F. OPERATION OF MOTOR VEHICLES ON U.S. GOVERNMENT INSTALLATION**

Contractor motor vehicles shall be operated and maintained in accordance with applicable paragraphs of United States Forces Korea Regulation 190-1 when such motor vehicles are operated on US Government installations.

**G. LIABILITY AND SECURITY:****1. LIABILITY****a. The Contractor shall be:**

(i) Liable to the Government for the loss, damage, or destruction of any Government owned or leased property, real or personal, which the Contractor has control or use of as a result of the Contractor's work under this contract, fair wear and tear excepted;

(ii) Responsible for, and hold the Government harmless from, loss of or damage to property not included in (i) above; and

(iii) Responsible for, and hold the Government harmless from, bodily injury and death of persons occasioned either in whole or in part by the negligence or fault of the Contractor, its officers, agents, or employees in the performance of work under this contract.

b. This subparagraph (a) shall not apply to those classes of property (e.g., government furnished property, government property furnished for repair or other services) for which standards of Contractor liability are established by a FAR or DOD FAR Supplement prescribed clause also included in this contract.

c. The decision whether to repair or replace Government property shall be at the sole discretion of the Contracting Officer. Replacement value shall be measured by the cost required to repurchase the same or similar item, to include all administrative procurement costs involved in that replacement.

d. Any decision of the Contracting Officer with respect to liability shall be subject to the "Disputes" clause of the contract as set forth in 52.212-4(d).

**2. PREVENTION OF PILFERAGE**

a. The contractor shall institute and maintain adequate controls and security measures to prevent pilferage throughout the period of the contract including the time that any property as described in a (1)(i) and (ii) above, is under the Contractor's control. The Contractor agrees to submit immediately to the Contracting Officer any information or knowledge it may have concerning any such pilferage.

b. In the event that any of the Contractor's employees by direct act, or

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otherwise, commit, condone, fail to report, or otherwise are illegally involved in the pilferage of any Government property, the Contractor shall remove such individual(s) from all work under this contract, if so directed by the Contracting Officer. The cost of replacing any contractor employee under the provisions of this clause shall be at no additional cost to the Government.

c. The rights of the Government arising from this article are in addition to any other rights set forth in the contract or any other rights to which the Government is otherwise entitled. Nothing in this article shall be construed to limit these rights nor shall any other provision of this contract be construed to limit the rights of the Government under this provision.

**H. IDENTIFICATION OF CONTRACTOR'S EMPLOYEES:**

1. All persons hired by the Contractor for performance under this contract requiring entry to a US Government Installation shall be processed through the Contracting Officer, or his representative, and approved for entry as required by: (1) for Contractors requiring entry onto a US Army installation, AR 604-5, AR 606-15 and USFK Regulation 190-7; and (2) for Contractors requiring entry onto a US Air Force Installation, AFR 125-37, AFR 205-32, and 5 AFR 125-3 (plus any local supplement to these regulations).
2. In addition, the Contractor shall insure that each of its employees requiring entry possesses an identification badge or pass as may be approved by (1) for entry onto a US Army installations, the Provost Marshal for the area in which the contract work is to be performed; or (2) for entry onto US Air Force installations, the Pass and Registration Office (Security Police) for the applicable installation. Each employee shall wear an identification badge at all times while on duty within a US Government installation or at such times and places where identification is required, and in such a manner that it will be plainly visible as a means of identification. The contractor is responsible to insure employees return identification badge or pass to the Contracting Officer or his representative upon suspension, termination or removal of an employee or employees.
3. In the event that services to be performed entail access to restricted areas, all contractor personnel requiring such access will be required to have a background investigation, DD Form 254. The Contractor shall submit to the COR (or to the Contracting Officer if a COR is not appointed), within 5 days after date of contract award, a list of its employees that will require a background investigation in accordance with this provision. If additional employees are assigned to positions that entail access to restricted areas the contractor will immediately notify the COR or the Contracting Officer, if the COR is not appointed.

**I. SECURITY OF EMPLOYEES:**

1. The Contractor agrees to:
  - a. submit immediately to the Contracting Officer a complete confidential report of any information which the Contractor may have concerning existing or threatened espionage, sabotage, or subversive activity;

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- b. submit to the Contracting Officer, upon written request, any and all information which the Contractor may have concerning any of its employees engaged in any work at any plant, factory, or site at which work under this contract is being performed; and
  - c. exclude from the plant, factory, site, or part thereof at which work under this contract is being performed any person or persons whom the Contracting Officer, in the interest of security, may designate in writing.
- 2. In any case, should the continued employment of any person furnished by the Contractor under this contract be determined by the Contracting Officer to be detrimental to the security interest of the Government, that person shall be immediately removed or transferred from that particular work specified. The decision by the Contracting Officer that such person should not be employed under this contract will be final. The Contracting Officer will consult with the Contractor before final action is taken. It is understood that the decision of the Contracting Officer pursuant to this clause applies only to work under the contract and does not otherwise relate to the employer-employee relationship between the Contractor and workers concerned. The cost of replacing any contractor employee under the provisions of this clause shall be at no additional cost to the Government.

**J. REPORT OF DAMAGE, DESTRUCTION, INJURY OR DEATH:**

In all cases where any Government equipment or cargo, or any other property of any type, nature or description, whether owned by the Government or not is damaged or destroyed through any act of the Contractor, its agents, servants or employees or through any other cause whatsoever arising out of and during the performance of this contract or in the event of personal injury to, or death of, any person engaged directly or indirectly in the performance of this contract, a full and complete written report of such damage, destruction, personal injury, or death shall be submitted by the Contractor to the Contracting Officer at DSCP, within seventy-two (72) hours following any such incident.

**K. ISSUANCE OF DELIVERY ORDERS:**

All delivery orders will be issued by the Contracting Officer or designated Ordering Officer(s).

**L. PERSONNEL:**

- 1. Applicable to Non-Korean Personnel:
  - a. Physical Examination of Contractor's Personnel: Prior to departure for Korea, or prior to commencing work under this contract in Korea, at the time of hire, American Personnel must obtain a certificate of a licensed physician verifying that they have been examined and found to be in good physical condition and without communicable diseases.
  - b. Contractor's Personnel Subject to Regulations: Contractor's Personnel are subject to the US Forces Korea (USFK) Regulations and are under the Status of Forces Agreement (SOFA) between the United States and the Republic of Korea. The contractor will brief all Contractor's Personnel on the provisions of SOFA and

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the employee's status hereunder, and document this fact in each employee's personnel file.

- c. Contractor's Employees Remaining in Korea: Certain employees may at their discretion, elect not to return to their point of hire upon completion of their current employment agreement. Return Military Airlift Command (MAC) transportation to Point of Hire will be authorized for such personnel only if they immediately enter into a new written Employment Agreement under a contract, which provides for return transportation at government expense. In the event an employee chooses to remain in Korea, no payments made by the Contractor in lieu of travel will be charged to the contract in anyway.
- d. Deceased Personnel: In the event Contractor employed personnel engaged in the performance of services under this contract die outside the United States while on a duty assignment in the performance of work prescribed in the contract, the **Army Field Commander** will notify the Contracting Officer who in turn will inform the Contractor. Personnel who die overseas while on a duty assignment in the performance of work prescribed in the contract shall be handled in accordance with AR 638-40. Assistance in the completion of the DA Form 1237 (Disposition of Remains Reimbursable Basis) will be provided to the Contractor. The Contractor is the sponsor and will pay all costs incidental to the care and disposition of the remains. The Government will provide transportation to the Contractor on a reimbursable basis from the place of death to the United States port of entry (POE).

2. Applicable to All Contract Employees:

- a. Employees of Contractor Liability: All employees of the Contractor employed in performance of work under this contract shall be employees of the Contractor at all times and not of the United States Government. The Contractor and not the United States Government shall be responsible for compliance with all applicable provisions of law affecting its employees, including without limitation, Workman's Accident Compensation, unemployment;
- b. Clearance Required of all Employees: In the event of termination of the contract or departure of any employee from the contract and prior to receiving final pay, the Contractor shall be responsible for obtaining the necessary clearance similar to that contained on EA Form 98 for said individual. The Contractor will turn in to the Issuing Agency all "Uniformed Services Identification and Privilege Cards" and "Ration Control Plates," issued as result of employment under this contract. All materials or US Government furnished property entrusted to said individual on hand receipts shall be properly accounted for; otherwise, the individual should not be granted clearance. In the event of improper clearance of any individual, the full responsibility for any missing materials, US Government Properties, or failure to turn in privilege cards shall be that of the Contractor. All of these clearances shall be processed through the COR.

3. Applicable to Korean National Personnel:

- a. Personnel Policies and Procedures: Invited Contractors shall comply with the rules and regulations established by USFK Reg. 690-1 and other governing

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regulations pertaining to the employment of Korean employees. USFK 690-1 does not apply to Korean Contractors.

- b. Military Security of Korean Employees: A military security check of Korean employees will be made in accordance with AR 604-5.

**M. LIABILITY INSURANCE**

In compliance with FAR 52.228-07, Insurance - Liability to Third Persons (MAR 1996), the Contractor will obtain, as a minimum, the following full coverage:

1. General Liability Insurance: Five hundred thousand dollars (\$500,000.00) Bodily Injury per occurrence.
2. Automobile Liability Insurance: The following comprehensive Automobile Liability Endorsement Insures Government -owned vehicles. The cost will be based on only those over-the-road vehicles.
  - a. One Hundred Thousand Dollars (\$100,000.00) Bodily Injury, any one person.
  - b. Three Hundred Thousand Dollars (\$300,000.00) Bodily Injury, any one accident.
  - c. Ten Thousand Dollars (\$10,000.00) Property Damage, any one accident.
3. Worker's Compensation and Employer's Liability Insurance: Unless otherwise directed by the Contracting Officer, the Contractor shall maintain worker's compensation in accordance with applicable clauses in the Addendum to FAR 52.212-4 of this contract. Korean employees coverage will be added by endorsement to this policy in accordance with coverage required by Korean Laws.

An additional Employer's Liability coverage will be afforded by endorsement to the Standard Worker's Compensation policy in the amount of One Hundred Thousand Dollars (\$100,000.00)

**N. LOGISTICAL SUPPORT:**

1. Logistical support and privileges provided under this contract, as set forth below, are fundamentally contingent on the availability of command resources as determined by the US military authorities, and the provisions of pertinent international agreements, such as the US-ROK SOFA. Such support will not be considered as a contractual right, notwithstanding the fact that contractual provisions authorize the support. Accordingly, in the event of withdrawal by the US Government of any or all of the privileges described herein, it is agreed that such action will not constitute grounds for excusable delay in the performance of any portion of the contract between the Contractor and the Government, nor will such action excuse the Contractor from default of the contract or form the basis for any claim against the US Government based on the contract, or otherwise, if the withdrawal is made pursuant to section IX, paragraph H of the Statement of Work. Additionally, such action will not be considered as a breach of the contract or of any portion thereof. Subject to the

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forgoing provisions and provisions of section IX, paragraph H of the Statement of Work below, the Contractor, his non-Korean employees and their dependents may be afforded the logistical support set forth below:

- a. Status of Forces Agreement Status for Contractor employee and lawful dependents.
  - b. Insurance, ID and Ration Control Cards.
  - c. Customs exemptions as provided under Article XV of the SOFA.
  - d. Duty free importation of one (1) privately owned vehicle per employee.
2. Subject to such restrictions as service regulations may impose, the Contractor is authorized to use:
    - a. Military exchanges, social clubs, and other NAF organizations;
    - b. Commissary stores;
    - c. Military Banking Facilities;
    - d. Military Postal Facilities
    - e. US Armed Forces medical and dental facilities on a reimbursable basis in accordance with existing service requirements, and mortuary services
    - f. Driver's licensing
    - g. Pet and firearm registration
    - h. Personal legal assistance on a space available basis
    - i. Department of Defense Dependent Schools for authorized dependent children on a reimbursable basis.
  3. Authorized Dependent(s) of a Contractor Employee: An authorized dependent of a contractor employee is defined as: (i) the employee's lawful spouse residing in Korea with the sponsoring Contractor employee, or (ii) an unmarried legitimate child, a stepchild or a lawfully adopted child of the employee residing in Korea with the sponsoring Contractor employee, who either has not passed his/her 21st birthday or who is incapable of self-support because of a mental or physical incapacity that existed before that birthday, and who is dependent the employee for over one-half his/her support.

O. GOVERNMENT RELATIONS:

In the interest of assuming and maintaining the highest order of foreign and diplomatic relations in Korea the Contractor shall not conduct any direct or indirect negotiations, dealing, agreements, business or entreaties with officials of the Korean Government in performing this contract.

P. QUALITY ASSURANCE EVALUATOR:

Any reference herein to the Contracting Officer's Representative (COR) shall include the Quality Assurance Evaluator (QAE).

Q. TRANSITION PERIOD:

1. The Contractor recognizes that the services under this contract are vital to the government and must be continued without interruptions and that, upon contract

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expiration a successor, either the government or another contractor, may continue them. The Contractor agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

2. A successor Contractor's management personnel may observe operations of the current incumbent Contractor's workforce for a period of fifteen (15) days prior to the effective date of contract. The Contractor shall allow a successor contractor's management personnel to observe his performance methods for a period of fifteen (15) days prior to the expiration of the contract. The Contractor shall cooperate with any successor during this period.
3. No additional compensation will be allowed for this period.

**R. AUTHORIZATIONS:**

This contract is authorized and executed for performance under the provisions of the United States-Republic of Korea Status of Forces Agreement. The Contractor shall comply with all such agreements and any amendments.

**S. EMPLOYMENT AGREEMENT:**

1. The Contractor shall submit an employment agreement(s) used for U.S. Nationals.
2. Annual, sick and compensatory leave for Contractor's U.S. citizens shall be in accordance with the Contractor's Employment Agreement. Annual, sick and compensatory leave for Korean National employees will conform to USFK 690-1. Nevertheless, absences of employees will not be justification for failure of the Contractor to perform this contract in accordance with its terms and conditions. The Contractor shall comply with all local pre-employment requirements, if any, for all employees.
3. American National employees whose employment is terminated for cause shall not be transferred or rehired for any other job or position under any contract held by the Contractor within the jurisdiction of United States Forces Korea (USFK).
4. NOTE: Does not apply to Korean Contractors

**T. EMPLOYEE INFORMATION:**

1. The Contractor shall provide a list of all employees by location and function with the following information:
  - a. Employee's Name
  - b. Location of Work
  - c. Job/Position Title
  - d. Korean Labor Classification
  - e. Nationality
  - f. Date of Hire
  - g. Labor Cost (monthly), broken down into:
    - i. Salary (dollars)
    - ii. Bonus

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- iii. Benefits
  - iv. Social Security
  - v. Job accident Insurance
  - vi. Longevity
  - vii. Other (Specify)
2. Separately identify positions that are mandatory, and positions filled by over hires, and American Nationals.
  3. The Contractor shall provide the above report to the Contracting Officer no later than 30 days after the contract award with follow on reports due in three month intervals thereafter. Such information, except subparagraph (i) Salary (dollars), will not be considered proprietary and may be released as part of any future competitive solicitation or proposals.

U. TAX INFORMATION:

## 1. References:

- a. Contract clause entitled "FAR 52.229-06 Taxes - Foreign Fixed-Price Contracts (JUN 2003)."
- b. US-ROK Status of Forces Agreement (SOFA), Articles IX and XVI.
- c. ROK Customs Law, Law No. 1976, promulgated on 29 November 1967, as amended.
- d. ROK Value Added Tax Law, Law No. 2934, promulgated on 22 December 1976 (effective date 1 July 1977), as amended.

2. Request an estimate is furnished for type and amount of taxes that would normally apply to the transaction but are exempt from this proposal.

## a. Customs Tax:

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\_\_\_

## b. Special Excise Tax:

Name Of Item	Number of Units	Cost/unit w/o Tax	% of Tax	Tax Unit	Tax Total	Name of Item Manufacturer
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## c. 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% \_\_\_\_\_

## d. Special Excise (Petroleum) Tax:

	No. of Liters (L)	U/P w/o Tax (W)	Tax/unit (W)	Total Tax Amt (W)
Regular Gasoline	_____	_____	_____	_____
Premium Gasoline	_____	_____	_____	_____
Diesel	_____	_____	_____	_____
Other	_____	_____	_____	_____

3. Name of the oil company from which Petroleum, Oil and Lubricant (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 Value Added Tax and Special Excise Tax exclusive. I also certify that the prices on all items to be imported for this contract do not include any customs tax.

Signed \_\_\_\_\_ (chop) \_\_\_\_\_

V. INTERPRETATIONS/TRANSLATIONS

1. The Contractor shall provide host nation/English translation of operating instructions, procedures and all other documents required for complete and efficient performance of this contract. These translations shall be placed or posted in close vicinity to each work area where they are required for day-to-day work.

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2. The Government is not obligated to provide any assistance to the Contractor in the day-to-day translations and interpretations necessary to communicate between the Koreans and Americans employed under this contract.
3. The Contractor shall provide a means of rapid communications/ translation/ interpretation between all levels of its organization. This requirement for communication and understanding shall apply to all levels of supervision and shall be provided by supervisors at all levels or by adequate numbers of readily available interpreters/translators who shall be present during all exchanges of information which require interpretation or translation.
4. All correspondence, official documents that impact work performed under this contract and communications between the Contractor and the US Government pertaining to this contract shall be in the English language.

W. CONTRACTOR MOVEMENTS OF PRODUCTS DURING HOSTILITIES

1. Contractor shall process requests for highway/road clearances and additional assets using the USFK Wartime Host Nation Support (WHNS) process during hostilities. Contractor must submit requests for Combined Highway Clearance Request Form (see attached CHQ FORM 25EK, 1 APR 95) to obtain approval to use highways/roadways designated for military use and Combined Movement Request (see attached CHQ FORM 26EK, 1 MAR 95) to request additional trucks and drivers under US Army control to move shipments during hostilities. Contractor, within 30 days of modification, must submit request forms to the Movement Control Team (MCT) located in Pusan, at Pier #8, building 2650 or Camp Hialeah, building 510.
2. Contractor must assign a representative that will be responsible for processing Combined Highway Clearances and Combined Movement Requests. This Representative will be responsible for becoming familiar with the combined highway requesting procedures and attending all required training. The Government shall properly train the Contractor Representative in processing and monitoring requests for highway/road clearances and additional assets using the USFK Wartime Host Nation Support process. Also, the Government shall keep the Contractor Representative informed on WHNS status. The Government will notify the Contractor Representative when ROK mobilization will occur, when he must begin using US Army movement procedures, USFK priorities for shipments and any changes that are required to Contractor shipping schedule.

X. CHEMICAL PROTECTIVE EQUIPMENT FOR EMERGENCY ESSENTIAL (EE) PERSONNEL.

1. The Contractor shall provide appropriate chemical protective equipment I/A/W USFK policy to Contractor personnel. **This applies to Emergency Essential personnel only.** The Chemical equipment garment sets includes protective mask, Chemical Biological Canister and Hood, Carrier Assembly, Chemical Protective suit, Overshoes, Chemical Protective Gloves and Glove Inserts, decontamination kits and Water Canteen. All systems shall meet standards similar to the masks issued pursuant to USFK Force and Family Protection Initiative. Contractor shall provide systems that are equivalent to US M17A2 protective mask, the Civilian Adult Hood Blower System manufactured by DEA

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Research and Development Ltd, or another equivalent system that provides the following minimum levels of protection:

- i. Protective factor of at least 1667.
- ii. Protect against all known military Chemical and Biological (CB) agents listed in FM3-9, all aerosols, organic vapors with a vapor pressure of < 1000 pascals at the temperature of the filter and some acidic gases including hydrogen chloride, hydrogen fluoride, hydrogen bromide, fluorine, chlorine, hydrogen sulfide, sulfur dioxide, and sulfuric acid. FM 3-9 is available on line at: <http://155.217.58.58/atdls.htm>.
- iii. Particulate filter must remove all particulates (liquid and solid) with 99.97% efficiency.
- iv. Vapor filter with activated charcoal or other media to adsorb and react with vapors.
- v. Must protect for a minimum of 2 hours against moderate levels (100,000 mg-min/m<sup>3</sup>) of agent vapor.
- vi. Must be capable of being operated for a minimum of 10 consecutive hours while resting or at low levels of activity.
- vii. Contractor will ensure that personnel will be trained and become proficient in the proper use and maintenance of the protective equipment. Training should include the following:
  - a. Protecting themselves from Nuclear Biological and Chemical (NBC) injury/contamination when drinking from their canteens while wearing their protective masks.
  - b. Protecting themselves from Nuclear Biological and Chemical (NBC) injury/contamination with Mission Oriented, Protective Posture (MOPP) gear. MOPP equipment is chemical protective over garment with boots, gloves and mask.
  - c. Reacting to chemical or biological hazard/attack.
  - d. Replacing the canisters on their protective mask.
  - e. Protecting themselves from Nuclear Biological and Chemical (NBC) injury/contamination using their Protective masks with hood.
  - f. Maintaining their protective masks with hood.

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- g. Decontaminating their skin using the skin decontaminating kit.
- h. Decontaminating their individual equipment using the individual equipment decontamination kit.
- i. Protecting themselves and others from chemical biological injury/contamination by using (entering or exiting) a collective protection shelter.
- j. Decontaminate their individual equipment using individual equipment decontamination kit.

Y. NONCOMBATANT EXECUTIVE ORDER (NEO) TRAINING FOR NON-ESSENTIAL PERSONNEL AND CONTRACTOR DEPENDENTS.

NEOs are Contractor's personnel that are US citizens working in the ROK that are non-emergency essential. Dependents are defined as spouse, children under the age of 20 and parents residing with employees. Chemical protective systems are required for NEOs and Dependents of those personnel that are US citizens working in the ROK. The Contractor shall provide suitable chemical protective systems for NEOs and Dependents and training.

Z. LOCAL LAW

The successful offeror will be responsible for complying with all applicable Korean law during the full term of the contract including base year and each option year that may be exercised. If the successful offeror is required to make manning adjustments, including possible retention of current USFK Korean national employees working at the warehouse facilities identified herein, in order to comply with local law, such adjustments shall be the sole responsibility of the Contractor with no additional cost to the Government.

**IX. INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS  
REPUBLIC OF KOREA**

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the "publications" tab on the US Forces Korea homepage <http://www.usfk.mil>

3. Definitions. As used in this section-

- 1. "U.S. – ROK Status of Forces Agreement" (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended "Combatant Commander" means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

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2. “United States Forces Korea” (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.
  3. “Commander, United States Forces Korea” (COMUSK) means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).
  4. “USFK, Assistant Chief of Staff, Acquisition Management” (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).
  5. “Responsible Officer (RO)” means a senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.
- B. Invited Contractor or Technical Representative status under the SOFA is subject to the written approval of HQ USFK, Assistant Chief of Staff and Acquisition Management (FKAQ).
- C. The contracting officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, DFARS, subpart 225.8, and USFK Reg 700-19. FKAQ will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.
- D. Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property or transferred on a reimbursable basis.
- E. The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.
- F. The contractor’s direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.

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- G. The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.
- H. Invited contractors and technical representatives agree to cooperate fully with the USFK Sponsoring Agency (SA) and Responsible Officer (RO) on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.
- I. Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK. IC/TR personnel shall comply with requirements of USFK Reg 350-2.
- J. Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.
- K. Invited Contractor and Technical Representative status may be withdrawn by USFK/FKAQ upon:
1. Completion or termination of the contract.
  2. Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.
  3. Determination that the contractor or its employees are engaged in practices in contravention to Korean law or USFK regulations.
- L. It is agreed that the withdrawal of invited contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFK Reg 700-19, Section II, paragraph 6 shall not serve as a basis for the contractor filing any claims against the

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U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.

**M. Support:**

1. Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.
2. (i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.  
  
(ii) When the Government provides medical or emergency dental treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.  
  
(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.
3. Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

**N. Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—**

1. United States, host country, and third country national laws;
2. Treaties and international agreements;
3. United States regulations, directives, instructions, policies, and procedures; and
4. Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. “off-limits”), prostitution and human trafficking and curfew restrictions.

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- O. Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All contractor employees/dependents must have either a Korean driver's license or a valid international driver's license to legally drive on Korean roads, and must have a USFK driver's license to legally drive on USFK installations. Contractor employees/dependents will first obtain a Korean driver's license or a valid international driver's license then obtain a USFK driver's license.
- P. Evacuation:
1. If the COMUSK orders a non-mandatory or mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.
  2. Non-combatant Evacuation Operations (NEO).
    - (i) The contractor shall designate a representative to provide contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.
    - (ii) If contract period of performance in the Republic of Korea is greater than six months, non emergency essential contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.
- Q. Next of kin notification and personnel recovery:
1. The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.
  2. In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DOD Directive 2310.2, Personnel Recovery.
  3. IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg 525-40, Personnel Recovery Procedures and USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.
- R. Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DOD Directive 1300.22, Mortuary Affairs Policy and Army



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Regulation 638-2, Care and Disposition of Remains and Disposition of Personal Effects.

- S. USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this above section.

**X. ESTIMATED VALUE/GUARANTEED MINIMUM/MAXIMUM**A. Quantity:

The quantities shown on the schedule represent the quantities estimated to be ordered over each of five years. These quantities are based on current Government methodologies and are subject to change; however, the guaranteed minimum in terms of dollars will apply. Quantities shown are overall and are not broken down by customer.

B. Acquisition Value: The estimated dollar value of this acquisition is:

Total Estimated Dollar Value – Base Year	\$ 21,113,003.00
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Total Estimated Dollar Value for Each of Of Four Option Years	\$ 21,113,003.00
--	------------------

Total Dollar Value for the Entire Contract Period	\$105,565,015.00
---	------------------

C. Guaranteed Minimum and Contract Maximum:

The guaranteed minimum of a contract resulting from this solicitation will be 15% of the contract total dollar value; e.g., if the contract dollar value during the one-year base period and each one-year option period is estimated at \$21,113,003.00 for each of the five periods, the Government is required to purchase \$3,166,950.45 during the one-year base period and \$3,166,950.45 for each option period that is exercised. The maximum will be not more than 200% of the total estimated dollar value of \$105,565,015.00, which equals \$211,130,030.00 except in the case of a surge or mobilization where the maximum will be 1000%, which equals \$1,055,650,150.00. The minimum/maximum applies to dollars and not quantities of individual items, since actual quantities ordered may vary among the individual items.

**XI. OPTIONS**

- A. If invoked, option years become effective the day after the end of the one-year base ordering period and each succeeding option year. Sixty days notice of intent to invoke an option will be provided to the contractor. The option will be invoked no later than three days prior to the expiration of the base years or succeeding option years. Acceptance of the options by the successful Contractor is mandatory - see clause 52.217-9P12, "Option for Indefinite-Delivery, Indefinite-Quantity Contract Term Extension (Mar 2000) DSCP appearing in the clauses section of this solicitation.
- B. Prices will be evaluated inclusive of the options; i.e., the totals for all prices for the base year plus all four option periods will be added together to arrive at the total aggregate dollar value. This dollar value will be used as the basis for evaluating offers.

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- C. In addition to the price evaluation, the Contracting Officer will consider the contractor's performance under the contract before exercising an option.

**Note: Failure to indicate acceptance of the option by annotating the offeror's option year percentage change shall be deemed as non-acceptance of the option, and may result in the rejection of the offeror's entire proposal.**

**XII. ADDITIONAL CUSTOMERS**

- A. Additional DLA authorized customers in Korea may be added or deleted at no additional cost to the Government based on a mutually agreed upon implementation plan.
- B. During times of contingency/deployment, the contractor will be expected to be able to support an additional new customer's orders within 48 hours of notification or receipt of purchase order.

**XIII. PRICING**

Pricing will be based on the following formula:

Contract Unit Price = Product price + Distribution Price

A. Definitions:

1. Contract Unit Price:

The contract unit price is the total price (in U.S. currency) that is charged to DSCP per unit for a product delivered to the Government

Note: Multiple Unit Prices for the same item are not permitted.

2. Product Price:

a) The product price will be derived in one of two manners for this solicitation: 1) through the use of DSCP's Manufacturers Price Agreements (MPAs); or 2) through the use of commercial pricing. When a DSCP MPA is available, the MPA price shall be used for the product price. When a DSCP MPA is not available, the Product Price shall be limited to the original manufacturer's or grower's price for product. The Product Price shall be based on FOB Origin/Point of Manufacture. In addition, the Product Price shall exclude all costs that are required to be covered in the distribution price, including but not limited to, all transportation, broker and dealer costs and fees; and it shall exclude all costs that are required to be covered in the distribution price.

b) Exception 1: Freight transportation charges may be included in the product price when the following conditions apply:

- (i) The product is listed in category #61 – Prime Vendor Fresh Fruits & Vegetables (FF&V) and
- (ii) It is necessary for the product to be transported into the local market of Korea from a foreign country because the local supply is unavailable or insufficient to meet demand requirements.

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c) Exception 2: A CONUS-based manufacturer's pricing which is a national commercial price inclusive of transportation costs to a Distribution Point shall be supported by documentation and may be considered by the Government to be the product price on a case by case basis, upon concurrence of the contracting officer.

d) Exception 3: For mandatory items only: The product price shall be limited to the nonprofit agency's price for product as set in accordance with applicable law. The product price shall be based on FOB Origin/Nonprofit Agency.

e.) Upon request, for existing catalog items, for any new items being added to the catalog and for price redeterminations to existing catalog items, the Product Price shall be supported with invoice or quote documentation directly from the manufacturer or grower on their letterhead. Where the address of the Brand Name Owner differs from the location where the product is actually manufactured, this documentation from the Brand Name Owner must identify both addresses and the product price, as identified above. If exception 1 applies, the Product Price shall be supported with invoice or quote documentation directly from the point of purchase in the foreign country. The documentation must be fully traceable to the country of origin and the airfreight charge must be separately stated on the invoice. When the airfreight charge covers items other than those provided for by this contract, a separate subtotal reflecting the pro rata share of the total airfreight that is attributed to the product price of the items that are covered by this contract shall be stated as well. If exception 3 applies, the Product Price shall be supported with invoice or quote documentation directly from the nonprofit agency participating in the program operated by the Committee for Purchase From People Who Are Blind or Severely Disabled (the Committee) under the Jarvis-Wagner-O'Day Act (JWOD) (41 U.S.C 46-48c). Early payment discount terms shall be specified on all invoices and/or quotes. Documents not in English will be accompanied by a copy translated into English and documents not denominated in American dollars will include a copy converted to American dollars at the exchange rate specified using the FXConverter on the OANDA Currency Site (<http://www.oanda.com>) as of the close of business on the effective date of the document.

### 3. Distribution price:

The distribution price is defined as a firm fixed price and offered as a dollar amount, which represents all elements of the unit price, other than the product price. The distribution price includes the Prime Vendor's projected general and administrative expenses, overhead, profit, packaging/marketing/labeling costs, all Non Point of Manufacturer fees (CONUS and OCONUS Broker, Dealer, Subcontractor and Fresh Fruit and Vegetable Consolidation Point fees) including, but not limited to procurement, storage, consolidation, pallets, palletizing and distribution work. Additionally, if DTS does not apply as described in paragraph (5) below, the distribution price will include all transportation costs (unless the item is a Contracting Officer-approved National Commercial Price inclusive of transportation costs to a Distribution Point or it is an FF&V item priced inclusive of airfreight transportation costs from a foreign country into the local market of Korea) from the original OCONUS Point(s) of Manufacture to the Prime Vendor's OCONUS Distribution Facilities. The distribution price shall remain fixed for the

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base period of the contract, and is subject to any agreed option period adjustments. The distribution price shall exclude DTS Ocean Shipping Costs referenced below.  
 Note: The distribution cost should include ALL freight costs.

**4. United States Defense Transportation System (DTS) Ocean Shipping Costs**

DTS ocean transportation costs (the cost of shipping the product from the Prime Vendor's CONUS facility(s) to the prime vendor's OCONUS facility(s), aka "Point to Point" delivery via DTS), shall be excluded from the distribution price. The Defense Transportation System is responsible for point-to-point delivery.

- B. Only the product price component of the contract unit price is subject to adjustment under this acquisition in accordance with the DSCP Manufacturer Pricing Agreement and/or Prospective Price Redetermination language stated herein. Distribution prices are fixed however DSCP will accept contractor offered price reductions at any time or price reductions may be applied via a contract modification to remove a program requirement.
- C. Product prices must be reflective of the prime vendor's last receipt price (the price of the stock most recently received into inventory). However, for FF&V items only, when multiple sources are being utilized and more than one manufacturer's product is receipted prior to a catalog update, the contractor shall establish the product price based on the mix of invoices received past the previous redetermination period. The product price would be derived as follows:

Supplier A – 40% X \$5.70 = \$2.28

Supplier B – 30% X \$5.90 = \$1.77

Supplier C – 30% X \$6.30 = \$1.89

Product Price = \$5.94

**XIV. CATEGORIES OF ITEMS**

- A. The items to be procured under this contract shall be broken down into separate food categories for purposes of proposing distribution prices. Category/Distribution prices are to be offered based on the unit of measure stated on the below category/distribution list. Offerors must utilize the categories listed below. **No substitutions, deletions, or additions to the categories or units of measure indicated below are authorized.** However, if any offeror feels that a substantial category has been eliminated, the offeror must bring it to the attention of the Contracting Officer BEFORE the closing date. A determination will be made at that time whether or not to add the category via an amendment to the solicitation. Distribution Prices shall be formatted to no more than two (2) places to the right of the decimal point, for example \$1.50.

- B. DISTRIBUTION CATEGORIES: **REPUBLIC OF KOREA**

Distribution Fee Categories		
Category Items	Cat. #	UOM
Beef, Raw, Steaks (Solid Muscle)	1	LB

	2	LB
<b>Steak Cuts (Tenderloins, Strip Loin, Rib Eye, Short Loin)</b>		
<b>Beef, Raw, Roasts (i.e. Steamship, Knuckles, Chuck), Stew Meat, Breaded Beef Items, Braising Steak, Raw Fajita Meat</b>	3	LB
	4	LB
<b>Beef – Patties, Ground, Bulk, Raw</b>		
	5	LB
<b>Beef – Precooked Products (Includes Precooked Ground Beef)</b>		
<b>Poultry – Raw, Minimally processed bone-in (cut quarters, 8-piece cut, halves, whole), Cornish Hen</b>	6	LB
	7	LB
<b>Poultry – Raw, Boneless and Raw, Breaded or Unbreaded Processed</b>		
	8	LB
<b>Poultry – Precooked Products</b>		
	9	LB
<b>Pork – Raw, Whole Loins, Chops, Steaks</b>		
<b>Pork, Raw, Roasts (excluding loins), Ribs, Breaded and Unbreaded fabricated items (i.e., breaded pork steak, pork stew meat)</b>	10	LB
	11	LB
<b>Pork Precooked Products</b>		
	12	LB
<b>Cooked Sausage, Scrapple, Bacon, Pork Roll, Breakfast Ham</b>		
	13	LB
<b>Raw Sausage, Scrapple, Bacon, Pork Roll, Breakfast Ham</b>		
	14	LB
<b>Luncheon Meats, Franks, Corn Dogs, Pizza Toppings</b>		
	15	LB
<b>Lamb, Veal, Breaded &amp; Unbreaded Products</b>		
	16	LB
<b>Shellfish – Whole Lobster, Lobster Tails, Crab Legs</b>		

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<b>Shellfish, Other – To include Shrimp, Oysters, Clams, Scallops, Crab Cakes, Unbreaded</b>	<b>17</b>	<b>LB</b>
<b>Shellfish, Other – To include Shrimp, Oysters, Clams, Scallops, Crab Cakes, Breaded</b>	<b>18</b>	<b>LB</b>
<b>Fish, Whole, Portioned, Fillets, Solid Muscle, Unbreaded, Raw</b>	<b>19</b>	<b>LB</b>
<b>Fish –Formed, Fillets, Portioned, Solid Muscle, Breaded, Cooked and Raw</b>	<b>20</b>	<b>LB</b>
<b>Canned and Pouched Fish and Meats, Canned Entrees</b>	<b>21</b>	<b>CS</b>
<b>Frozen Entrees</b>	<b>22</b>	<b>CS</b>
<b>Frozen: Appetizers, Breakfast, Pizza, Pizza Crust, Burritos, Desserts, Breads/Dough, Bagels, Biscuits, Pancakes, French Toast, Doughnuts, Danish</b>	<b>23</b>	<b>CS</b>
<b>Bakery and Cereal Products: Rice, Dried Beans, Crackers, Snack Foods, Dry Pasta, Flour, Cones, Bread Crumbs, Croutons, Bulk Sugar, Cookies Dry, Baking Mixes, Pie Fillings, Granola Bars, Bulk Creamer</b>	<b>24</b>	<b>CS</b>
<b>Locally Procured Fresh Bakery</b>	<b>25</b>	<b>CS</b>
<b>Bouillons, Dry Soups, Soup and Gravy Bases, Gravy, Cooking Wine, Sauces</b>	<b>26</b>	<b>CS</b>
<b>Frozen Soups</b>	<b>27</b>	<b>CS</b>
<b>Shortenings and Food Oils</b>	<b>28</b>	<b>CS</b>
<b>Shortenings and Food Oils, 36 LB CASE OR GREATER</b>	<b>29</b>	<b>CS</b>
<b>Butter and Margarine</b>	<b>30</b>	<b>CS</b>

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	31	CS
<b>Sandwich/M Meal Kits</b>		
	32	LB
<b>Prime Vendor Fresh Fruits &amp; Vegetables (FF&amp;V)</b>		
	33	CS
<b>Fruits/Vegetables/Nectars, Frozen = to or &gt; 24 LB Case</b>		
	34	CS
<b>Fruits/Vegetables/Nectars, Frozen, &lt; 24 LB Case</b>		
	35	CS
<b>Fresh Processed, Prepared, Chilled Salads</b>		
	36	CS
<b>All No. 10 Size Cans</b>		
<b>Non-Refrigerated: Fruits, Juices (Non-Beverage), Nectar, Vegetables, Dehydrated Dairy, Baby Food, Nutritional Supplements, Dietetic Products – Can, Jar, or Bottle</b>	37	CS
<b>Table Top: Condiments, Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Gelatin, Puddings</b>	38	CS
<b>Bulk Size = to or &lt; 64 ounces: Condiments, Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Gelatin, Puddings</b>	39	CS
<b>Individual Portion Controlled Size Packs: Up to 200 Count Case Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Salt, Pepper, Sugar, Non-Dairy Creamer, Cocoa, Cream Cheese</b>	40	CS
<b>Individual Portion Controlled Size Packs: 201 to 500 Count Case Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Salt, Pepper, Sugar, Non-Dairy Creamer, Cocoa, Cream Cheese</b>	41	CS
<b>Individual Portion Controlled Size Packs: 501 to 1000 Count Case Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Salt, Pepper, Sugar, Non-Dairy Creamer, Cocoa, Cream Cheese</b>	42	CS

<b>Individual Portion Controlled Size Packs: 1001 to 3000 Count Case</b> <b>Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Salt, Pepper, Sugar, Non-Dairy Creamer, Cocoa, Cream Cheese</b>	<b>43</b>	<b>CS</b>
<b>Individual Portion Controlled Size Packs: 3001 Count Case and Greater</b> <b>Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Salt, Pepper, Sugar, Non-Dairy Creamer, Cocoa, Cream Cheese</b>	<b>44</b>	<b>CS</b>
<b>Spices, Flavorings or Food Colorings</b>	<b>45</b>	<b>CS</b>
<b>Spices, Individual Container</b>	<b>46</b>	<b>CO</b>
<b>Desserts – Sheet/Layer Cakes, cheese Cakes, Specialty Cakes, Pies, Cobblers</b>	<b>47</b>	<b>CS</b>
<b>Eggs: Fresh Shell (Per Dozen),</b>	<b>48</b>	<b>CS</b>
<b>Egg Product: Liquid, Frozen, Shelf Stable</b>	<b>49</b>	<b>CS</b>
<b>Chilled Dairy and ESL Foods: Yogurt, Sour Cream, Cottage Cheese, Heavy Cream, Half &amp; Half</b>	<b>50</b>	<b>CS</b>
<b>Cheese to Include Non Individual Portion Controlled Pack Cream Cheese: Up to a 20 Pound Case</b>	<b>51</b>	<b>CS</b>
<b>Cheese to Include Non Individual Portion Controlled Pack Cream Cheese: Greater Than a 20 Pound Case</b>	<b>52</b>	<b>CS</b>
<b>Milk and Juices: Fresh, Chilled, Frozen and ESL: Up to 46 Ounce Containers</b>	<b>53</b>	<b>CS</b>
<b>Milk and Juices: Fresh, Chilled, Frozen and ESL: Greater than 46 Ounce Containers (Bulk: Half Gallon, Gallon, and BIBS)</b>	<b>54</b>	<b>CS</b>
<b>Milk Shelf Stable: UHT, Up to 46 Ounce Containers</b>	<b>55</b>	<b>CS</b>
<b>Milk Shelf Stable: UHT, Greater than 46 Ounce Containers (Bulk: Half Gallon, Gallon, and BIBS)</b>	<b>56</b>	<b>CS</b>



	57	CS
Mixes – Ice Cream/Soft Serve, Yogurt, Milk Shake		
	58	CS
Individual Ice Cream Novelties and Ice/Fruit Bars		
	59	CS
Bulk Ice Cream		
	60	CS
Confectionary, Candy, Nuts, Icings, Dried Fruit, Baking Chips		
	61	CS
Cocoa, Hot Chocolate, Coffee, Tea, Beverage Base Powders		
	62	CS
Frozen Beverage and Frozen Juice Beverage Base Requiring Dispensers		
Soda, Sports Drinks, Juices and Non-Frozen Beverage Base: 2.5 to 3 Gallon BIB- Requiring Dispenser	63	CS
Soda, Sports Drinks, Juices and Non-Frozen Beverage Base: 5 Gallon BIB- Requiring Dispenser	64	CS
Bulk Beverages and Juices (Non-Dispenser Type) Greater than 46 ounces– To include Canned Soda, Sports Drinks, Water, Juice	65	CS
Individual Beverages and Juices (Non-Dispenser Type) Up to 46 ounces– To include Canned Soda, Sports Drinks, Water, Juice	66	CS
Food Service Operating Supplies (FSOS)- Cleansing Product and Supplies, Chemicals	67	CS
Food Service Operating Supplies (FSOS)- Kitchen and Dining Supplies, Pots and Pans, Kitchen Utensils	68	CS
	69	CS
Food Service Operating Supplies (FSOS)- Paper and Plastic Products		
	70	CS
GFM – UGR- A (Semi-Perishable)		
	71	CS
GFM – UGR- A (Perishable)		

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	72	CS
<b>Fresh Fruits and Vegetables (FF&amp;V) Rework</b>		
	73	CS
<b>GFM- UGR-A (Inspection/Rework)</b>		
	74	CS
<b>GFM Disposal Fee</b>		
	75	CS
<b>Fresh Fruits and Vegetables (FF&amp;V) Rework</b>		

**XV. DSCP MANUFACTURER'S PRICING AGREEMENT PROGRAM:**

A DSCP Manufacturer's Pricing Agreement (MPA) Program is presently under development to maximize the leverage of DSCP's buying power and to obtain fair and reasonable product pricing under Prime Vendor contracts for the customers of DSCP. The agreements between DSCP and manufacturers shall identify a fixed product price for specific items that will be cataloged by the prime vendor. The prime vendor will be responsible for establishing commercial agreements with the MPA holders to purchase the MPA items at the product price established by the MPA.

When available, the list of MPA holders, the specific items under agreement, and the fixed product prices for those items will be provided via solicitation amendment or contract modification as appropriate prior to the solicitation closing date, during negotiations or during contract implementation (ramp-up/ramp-down).

If MPA items are added to this solicitation via solicitation amendment, the fixed MPA item product price will be used for evaluation of the schedule of items for all offerors. The offerors will not be required to have commercial agreements in place with the MPA holders at this time. The Contracting Officer will automatically substitute each offerors schedule of items product price with the fixed MPA product price despite whether the offered product price is higher or lower than the fixed MPA product price.

The awardee(s) will be required to establish commercial agreements with the MPA holders for all MPA items cited for cataloging during the ramp-up/ramp-down phase of the contract. As the program is implemented, it is anticipated that 75 to 80 percent of the product price dollar value will be under agreement.

Post implementation, the prime vendor must have a MPA Holder commercial agreement in place before a new MPA item may be added to the prime vendor catalog. For existing cataloged items that are added to the MPA Program, the prime vendor must establish the MPA Holder commercial agreement within 30 days of Contracting Officer notification. The prime vendor shall immediately bring to the attention of the Contracting Officer the names of MPA Holder(s) unwilling or unable to enter into a commercial agreement with the prime vendor with an explanation for each. All MPA items are required to be placed on the prime vendor catalog at the MPA established price, unless otherwise approved by the Contracting Officer.

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It is anticipated that MPA prices will remain fixed for a minimum of 30 days and a maximum of six months. Updated MPA holder agreements will be issued to the prime vendor via contract modification. The new MPA product prices shall be updated on the prime vendor catalog during the scheduled catalog update that immediately follows receipt of the new product into the prime vendor's inventory.

**XVI. PROSPECTIVE PRICE REDETERMINATION**

- A. General. The product price for non-Manufacturer Pricing Agreements (MPAs) items stated in this contract shall be periodically redetermined in accordance with this clause, except that the product prices for supplies that may be ordered before the first effective date of price redetermination (see paragraph (b) of this clause) shall remain as awarded.
- B. Price redetermination periods. For the purpose of price redetermination, performance of this contract is divided into successive periods. The first period shall extend from the date of the contract award for a minimum of 30 days, as identified in the schedule of items elsewhere in this contract. Periods of time must be in 30 day increments, i.e., 30 60, 90, 120, etc. The second and each succeeding period shall extend for a minimum of 30 days, as identified in the schedule of items, from the end of the last preceding period. The effective date of price redetermination for the second and each succeeding period shall be the Sunday following the last Monday of each month.
- C. Data submission.
  - (1) Price changes for supplies or services that may be ordered shall be submitted to DSCP by 3:00 PM, local Philadelphia time, on the last Monday of each month DSCP via an 832 EDI Transaction Set.
  - (2) The contractor shall submit invoices or quotes for the product price component of the contract unit price to support the requested price increase/decrease. The preferred method of submission is via email, but other methods may be utilized.
  - (3) If the contractor fails to submit the data required by subparagraphs (1) and (2) above, within the time specified, the Contracting Officer may start the second and/or succeeding periods with the previously approved price.
- D. Price redetermination. Upon the Contracting Officer's receipt of the data required by paragraph (c), the Contracting Officer and the Contractor shall promptly negotiate to redetermine prices for supplies that may be ordered in the period following the effective date of price redetermination. Only prices deemed to be fair and reasonable by the contracting officer will be reflected in the catalog."
- E. Contract modifications. Negotiated redetermination of prices shall be evidenced by a bilateral modification to this contract, which is signed by the Contractor and the Contracting Officer.
- F. Disagreements. If the Contractor and the Contracting Officer fail to agree upon redetermined prices for any price redetermination period by the last Friday of the month, the Contracting Officer shall make the determination whether to delete the item(s) from the catalog.

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- G. Price Reduction. Notwithstanding the provision of this clause, DSCP will accept contractor-offered price reductions at any time.

**XVII. REBATES/DISCOUNTS AND PRICE-RELATED PROVISIONS**

- A. The contractor shall employ prevailing commercial methods in the pursuit of discounts, rebates, allowances or other similar economic incentives or benefits for the customers supported under this contract throughout the period of performance. For all items, including those covered by Manufacturer's Pricing Agreements, the contractor warrants, on a continuing basis throughout the period of performance, that its product price under this contract is equal to or lower than its product price to its most favored customer. All NAPA discounts, food show discounts, early payment discounts (except as identified in paragraph (b) herein), and other discounts, rebates, allowances or other similar economic incentives or benefits given to any other customer at any time during the period of performance shall be passed to the Government via a reduced catalog price. Instructions for identifying discounts, rebates, allowances or other similar economic incentives or benefits that shall be provided to the Government or retained by the contractor are set forth in the submission requirements in the cost or price proposal and in the reports section.
- B. The contractor may retain Early Payment discounts that meet the following conditions:
- (i) the Early Payment discount is an incentive to encourage payment earlier than the normal payment due date; such as, 14, 30, or 60 days;
  - (ii) the Early Payment discount is consistent with commercial practice;
  - (iii) the Early Payment discount is routinely given by the suppliers to customers other than the Prime Vendor at the same discount rate and under the same conditions as provided to the Prime Vendor;
  - (iv) the Early Payment discount is not established, requested, or negotiated for the purpose of avoiding giving DSCP a lower cost or a rebate or in exchange for a higher invoice price;
  - (v) the Early Payment discount is no more than 2 percent and the early payment is required within 10 days to obtain the discount; and
  - (vi) the contractor actually made the required payment within the time period required to receive the discount.
- C. Upon request the contractor shall provide to the Government any invoices, quotes, or agreements relevant to the product price component for existing catalog items, for any new items being added to the catalog, and for requested price changes to existing catalog items. The contractor must include detailed payment terms on each invoice or quote used to substantiate product price. If there are no payment terms associated with the document, the contractor must annotate it with "No payment terms."
- Documents not in English will be accompanied by a copy translated into English and documents not denominated in American dollars will include a copy converted to American dollars at the exchange rate specified using the FXConverter on the OANDA Currency Site (<http://www.oanda.com>) as of the close of business on the effective date of the document.
- D. The government may require the contractor to submit invoices and other documentation from all subcontractor tiers or any supplier or person in the product price supply chain, to substantiate discounts, rebates, allowances or other similar economic incentives or benefits,

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and/or to substantiate that product prices under this contract are equal to or lower than product prices that are given to the contractor's most favored customer. If the contracting officer determines that a discount, rebate, allowance or other similar economic incentive or benefit should have been passed on to the Government, the Government shall be entitled to a prospective product price reduction and a retroactive refund for the amount of the discounts, rebates, allowances or other similar economic incentives or benefits. Likewise, if the contracting officer determines that a product price was not equal to or lower than that given the contractor's most favored customer, the Government shall be entitled to a prospective product price reduction and a retroactive refund for the difference between the product price charged to the Government and the product price charged to the contractor's most favored customer. The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a)) relevant to the existence of discounts, rebates, allowances or other similar economic incentives or benefits, and most favored customer product prices. Failure to exercise this right shall not constitute a defense or alter the Government's entitlement to any other remedies by contract or by law.

**VIII. MANDATORY ITEMS:****MANDATORY FOOD PRODUCTS AND DINING PACKETS 09/24/2008**

- A. Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from nonprofit agencies participating in the program operated by the Committee for Purchase From People Who Are Blind or Severely Disabled (the Committee) under the Javits-Wagner-O'Day Act (JWOD) (41 U.S.C. 46- 48c).
- B. The mandatory products are required to be purchased from the Non Profit Agency manufacturers listed in paragraph I. The listing of required mandatory products and Non Profit Agency manufacturers is subject to change when directed by the Committee. The contractor (Subsistence Prime Vendor) is required to expeditiously catalog the mandatory products and remove any commercial equivalent product with "essentially the same"\* product characteristics. If the removal and replacement will take longer than 30 days after notification by the Contracting Officer, the approval of the Contracting Officer must be obtained for the extension.
- C. Any other commercial equivalent product with "essentially the same"\* product characteristics can not be sold to the DSCP customers under this contract.
- D. The contractor must ensure that sufficient stocks of mandatory products are on hand to satisfy anticipated customer demand taking into account lead times for delivery from the designated mandatory source to the Prime Vendor. If a contractor is notified that any of the below products are not available from the designated mandatory source, the contractor must notify the Contracting Officer immediately.
- E. The contractor is not authorized to submit catalog changes containing other commercial equivalent products with "essentially the same" product characteristics as those items listed below.
- F. If the contractor is requested to carry other commercially equivalent product with "essentially the same"\* product characteristics but with a unique packaging requirement that is not currently provided by the mandatory source, the contractor must notify the mandatory source

**PRIME VENDOR KOREA**

and the Contracting Officer in order to provide the designated mandatory source with the opportunity to satisfy the unique packaging requirement being requested. Included in the contractor notification to the designated mandatory source and Contracting Officer, will be the customer's justification for the unique packaging requirement.

- G. Price and delivery information for the mandatory products are available directly from the Designated Sources as listed in paragraph I. below. Payments shall be made directly to the Designated Source making delivery. The current procurement list F.O.B Origin prices as established by the Committee for Purchase are included in paragraph I. 1&2 for the food products.
- H. \*\* To allow the proper flow of order and billing information through the DoD ordering, financial, and other operating systems, stock numbers have been assigned for individual containers where necessary to permit the sale of individual containers in lieu of case quantities.

**I. Mandatory Products and Designated Sources:****1. Pancake Mix, Devil's Food Cake Mix, Gingerbread Cake Mix, and Milk Nonfat Dry**

American Manufacturing and Packaging (AMP)

435 Gould Drive

Cookeville, TN 38506

Primary P.O.C. (C&R Foods) Barbara Holmes(904-273-4304)

[bholmes@c-rfoods.com](mailto:bholmes@c-rfoods.com)

Secondary P.O.C. Melissa Wilson (931) 432-5981

[Melissa@arcdiversified.com](mailto:Melissa@arcdiversified.com)

Secondary P.O.C. Joan Cooper (931) 432-5981

[Joan@arcdiversified.com](mailto:Joan@arcdiversified.com)

<u>STOCK NUMBER</u>	<u>PRODUCT</u>	<u>(\$)</u> <u>PRICE FOB ORIGIN</u>
8920-01-E60-7848	Cake Mix, Gingerbread, 6/5 LB BGS/CS	21.27
8920-01-E60-7849	Cake Mix, Gingerbread, 50 LB BG	33.81
8920-01-E60-7748	Cake Mix, Gingerbread, 6/#10 CN/CS	24.36
8920-01-E60-7846	Cake Mix, Devil's Food, 6/5 LB BGS/CS	25.67
8920-01-E60-7847	Cake Mix, Devil's Food, 50 LB BG	44.28
8920-01-E60-7747	Cake Mix, Devil's Food, 6/#10 CN/CS	32.62
8920-01-E60-7860	Pancake & Waffle Mix, Regular, 6/5 LB BGS/CS	22.84
8920-01-E60-7861	Pancake & Waffle Mix, Regular, 6/6 LB BGS/CS	25.94
8920-01-E60-7862	Pancake & Waffle Mix, Regular, 25 LB BG	18.89
8920-01-E60-7863	Pancake & Waffle Mix, Regular, 50 LB BG	37.13
8920-01-E60-7749	Pancake & Waffle Mix, Regular 6/#10 CN/CS	26.95
8920-01-E60-7856	Pancake Mix, Buttermilk, 6/5 LB BGS/CS	22.84
8920-01-E60-7857	Pancake Mix, Buttermilk, 6/6 LB BGS/CS	25.94
8920-01-E60-7858	Pancake Mix, Buttermilk, 25 LB BG	18.89
8920-01-E60-7859	Pancake Mix, Buttermilk, 50 LB BG	37.13
8920-01-E60-7850	Pancake Mix, Buttermilk, 6/#10 CN/CS	26.95
8910-01-E60-8832	Milk Nonfat Dry 4lb general purpose, 6/#10 CN/CS	77.11

**2. Spices and Spice Blends:** *Garlic powder, Granulated Garlic, Paprika, Black Pepper (ground, cracked & whole), All Purpose w/o Salt, Chili Powder, Lemon Pepper, Cinnamon Ground, Cinnamon Stick Whole, Taco Mix, Ginger Ground, Cayenne Pepper, Red Pepper, Canadian Style Blend for beef.*

## PRIME VENDOR KOREA

Unistel, Continuing Developmental Services  
 650 Blossom Road  
 Rochester, NY 14610-1811  
 P.O.C. Mr. Nick Galante (800) 864 7835  
[ngalante@cdsunistel.org](mailto:ngalante@cdsunistel.org)

<u>STOCK NUMBER**</u>	<u>PRODUCT</u>	<u>(\$)</u> <u>PRICE FOB ORIGIN</u>
8950-01-E60-5751	Garlic Powder, 1 LB CO, 12/CS	35.04
8950-01-E60-5752	Garlic Powder, 6 LB CO, 3/CS	49.11
8950-01-E60-5754	Garlic, Granulated, 12 OZ CO, 12/CS	32.50
8950-01-E60-5753	Garlic, Granulated, 25 OZ CO, 6/CS	27.33
8950-01-E60-5750	Paprika, Ground, 4.5 OZ CO, 24/CS	19.50
8950-01-E60-5749	Paprika, Ground, 1 LB CO, 12/CS	33.72
8950-01-E60-7767	Pepper, Black, Ground, Gourmet, 1LB CO, 12/CS	43.10
8950-01-E60-7770	Pepper, Black, Ground, Gourmet, 5 LB CO, 3/CS	46.57
8950-01-E60-7766	Pepper, Black, Ground, Gourmet, 1 LB CN, 12/CS	50.33
8950-01-E60-7769	Pepper, Black, Ground, Gourmet, 18 OZ CO, 6/CS	23.86
8950-01-E60-7768	Pepper, Black, Ground, Gourmet, 18 OZ CN, 6/CS	27.18
8950-01-E60-7765	Pepper, Black, Ground, Gourmet, 1.5 OZ CO, 48/CS	28.27
8950-01-E60-8237	Pepper, Black, Cracked, 1 LB CO, 6/CS	22.43
8950-01-E60-8236	Pepper, Black, Cracked, 1 LB CN, 6/CS	25.56
8950-01-E60-8235	Pepper, Black, Cracked, 18 OZ CO, 6/CS	23.86
8950-01-E60-8234	Pepper, Black, Cracked, 18 OZ CN, 6/CS	27.18
8950-01-E60-8239	Pepper, Black, Whole, 1 LB CO, 6/CS	22.43
8950-01-E60-8238	Pepper, Black, Whole, 1 LB CN, 6/CS	25.56
8950-01-E60-8241	Pepper, Black, Whole, 18 OZ CO, 6/CS	23.86
8950-01-E60-8240	Pepper, Black, Whole, 18 OZ CN, 6/CS	27.18
8950-01-E60-9456	Spice Blend, All Purpose w/o Salt, 2.5oz CO, 12/CS	11.95
8950-01-E60-9547	Spice Blend, All Purpose w/o Salt, 6.75oz CO, 6/CS	10.64
8950-01-E60-9458	Spice Blend, All Purpose w/o Salt, 10oz CO, 12/CS	30.37
8950-01-E60-9459	Spice Blend, All Purpose w/o Salt, 20oz CO, 6/CS	26.05
8950-01-E60-9460	Spice Blend, All Purpose w/o Salt, 28oz CO, 6/CS	33.84
8950-01-E60-9461	Spice Blend, Chili, Powder, dark, 16oz CO, 6/CS	20.07
8950-01-E60-9462	Spice Blend, Chili, Powder, light, 17oz CO, 6/CS	20.91
8950-01-E60-9463	Spice Blend, Chili Powder, light, 18oz CO, 6/CS	21.76
8950-01-E60-9464	Spice Blend, Chili Powder, dark, 20oz CO, 6/CS	23.44
8950-01-E60-9465	Spice Blend, Chili Powder, 5lb CO, 1/5lb/CS	15.49
8950-01-E60-9147	Spice Blend, Lemon Pepper, 28oz CO, 6/CS	35.59
8950-01-E60-9466	Spice Blend, Lemon Pepper, 26oz CO, 6/CS	33.52
8950-01-E60-9467	Spice Blend, Lemon Pepper, 27oz CO, 6/CS	34.56
8950-01-E60-9150	Spice Cinnamon, Ground, 16oz CO, 6/CS	16.21
8950-01-E60-9468	Spice Blend, Cinnamon, Maple Sprinkle, 30oz CO, 6/CS	24.65
8950-01-E60-9469	Spice Cinnamon, Ground, 15oz CO, 6/CS	15.61
8950-01-E60-9470	Spice Cinnamon, Ground, 18oz CO, 6/CS	17.42
8950-01-E60-9471	Spice Cinnamon, Ground, 5lb CO, 3/5lb/CS	32.33
8950-01-E60-9472	Spice Cinnamon, Stick, Whole, 8oz CO, 6/CS	11.39
8950-01-E61-0104	Spice Ginger Ground, 14oz CO, 6/CS	19.59
8950-01-E61-0105	Spice Ginger Ground, 15oz CO, 6/CS	19.83
8950-01-E60-9152	Spice Ginger Ground, 16oz CO, 6/CS	20.07

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8950-01-E61-0103	Spice Blend Canadian Style for beef, 29oz CO, 6/CS	41.52
8950-01-E61-0106	Spice Pepper, Cayenne, Ground, 1.5oz CO, 48/CS	26.76
8950-01-E60-9155	Spice Pepper, Cayenne, Ground, 14oz CO, 6/CS	15.91
8950-01-E61-0107	Spice Pepper, Cayenne, Ground, 16oz CO, 6/CS	16.21
8950-01-E61-0108	Spice Pepper, Red, Ground, 16oz CO, 6/CS	16.21
8950-01-E61-0099	Spice Mix, Taco, 9oz CO, 6/CS	17.42
8950-01-E61-0100	Spice Mix, Taco, 11oz CO, 6/CS	19.83
8950-01-E61-0101	Spice Mix, Taco, 23oz CO, 6/CS	34.29
8950-01-E61-0102	Spice Mix, Taco, 24oz CO, 6/CS	35.50

**\*\* The following stock numbers have been administratively assigned by DSCP to allow the sale of individual containers (case quantities & prices as listed above):**

8950-01-E61-3456	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/10 oz co (ind unit sale only)
8950-01-E61-3457	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/2.5 oz co (ind unit sale only)
8950-01-E61-3458	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/20 oz co (ind unit sale only)
8950-01-E61-3459	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/28 oz co (ind unit sale only)
8950-01-E61-3460	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/6.75 oz co (ind unit sale only)
8950-01-E61-3461	SPICE BLEND, CHILI PDR, dark, 1/16 oz co (ind unit sale only)
8950-01-E61-3462	SPICE BLEND, CHILI PDR, light, 1/17 oz co (ind unit sale only)
8950-01-E61-3463	SPICE BLEND, CHILI PDR, light, 1/18 oz co (ind unit sale only)
8950-01-E61-3464	SPICE BLEND, CHILI PDR, dark, 1/20 oz co (ind unit sale only)
8950-01-E61-3465	SPICE BLEND, CINNAMON MAPLE SPRINKLES, 1/30 oz co (ind unit sale only)
8950-01-E61-3466	SPICE BLEND, CINNAMON, GRD, 1/15 oz co (ind unit sale only)
8950-01-E61-3467	SPICE BLEND, LEMON PEPPER, 1/26 oz co (ind unit sale only)
8950-01-E61-3468	SPICE BLEND, LEMON PEPPER, 1/27 oz co (ind unit sale only)
8950-01-E61-3469	SPICE BLEND, LEMON PEPPER, 1/28 oz co (ind unit sale only)
8950-01-E61-3470	SPICE, CINNAMON, GRD, 1/16 oz co (ind unit sale only)
8950-01-E61-3471	SPICE, CINNAMON, GRD, 1/18 oz co (ind unit sale only)
8950-01-E61-3472	SPICE, CINNAMON, GRD, 1/5 lb co (ind unit sale only)
8950-01-E61-3473	SPICE, CINNAMON, STICK, 2.75" lg, 1/8 oz co (ind unit sale only)
8950-01-E61-3474	SPICE, GARLIC, GRANULATED, California, 1/12 oz co (ind unit sale only)
8950-01-E61-3475	SPICE, GARLIC, GRANULATED, California, 1/25 oz co, (1 lb size co) (ind unit sale only)
8950-01-E61-3476	SPICE, GARLIC, PDR, California, 1/16 oz co (1 lb size co) (ind unit sale only)
8950-01-E61-3477	SPICE, GARLIC, PDR, California, 1/6 lb co (ind unit sale only)
8950-01-E61-3478	SPICE, PAPRIKA, GRD, domestic, 1/16 oz co (1 lb size co) (ind unit sale only)
8950-01-E61-3479	SPICE, PAPRIKA, GRD, domestic, 1/4.5 oz co (ind unit sale only)
8950-01-E61-3480	SPICE, PEPPER, CAYENNE, GRD, 1/16 oz co (ind unit sale only)
8950-01-E61-3481	SPICE, PEPPER, CAYENNE, GRD, 1/14 oz co (ind unit sale only)
8950-01-E61-3482	SPICE, PEPPER, CAYENNE, GRD, 1/1.5 oz co (ind unit sale only)
8950-01-E61-3483	SPICE, PEPPER, RED, GRD, 1/16 oz co (ind unit sale only)
8950-01-E61-3484	SPICE, GINGER, GRD, 1/16 oz co (ind unit sale only)
8950-01-E61-3485	SPICE, GINGER, GRD, 1/15 oz co (ind unit sale only)
8950-01-E61-3486	SPICE, GINGER, GRD, 1/14 oz co (ind unit sale only)
8950-01-E61-3487	SPICE MIX, TACO, w/o MSG, 1/9 oz co (ind unit sale only)
8950-01-E61-3488	SPICE MIX, TACO, w/o MSG, 1/11 oz co (ind unit sale only)
8950-01-E61-3489	SPICE MIX, TACO, w/o MSG, 1/23 oz co (ind unit sale only)
8950-01-E61-3490	SPICE MIX, TACO, w/o MSG, 1/24 oz co (ind unit sale only)
8950-01-E61-3491	SPICE BLEND, CANADIAN STYLE for beef, 1/29 oz co (ind unit sale only)
8950-01-E61-3246	SPICE, PEPPER, BLACK, GRD, gourmet, 16 oz plastic co (ind unit sale only)



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8950-01-E61-3226	SPICE, PEPPER, BLACK, GRD, gourmet, 16 oz metal co (ind unit sale only)
8950-01-E61-3227	SPICE, PEPPER, BLACK, WHOLE, 16 oz metal co (ind unit sale only)
8950-01-E61-3228	SPICE, PEPPER, BLACK, WHOLE, 16 oz plastic co (ind unit sale only)
8950-01-E61-3229	SPICE, PEPPER, BLACK, CRACKED, 16 oz metal co (ind unit sale only)
8950-01-E61-3230	SPICE, PEPPER, BLACK, CRACKED, 16 oz plastic co (ind unit sale only)
8950-01-E61-3231	SPICE, PEPPER, BLACK, CRACKED, 18 oz plastic co (ind unit sale only)
8950-01-E61-3232	SPICE, PEPPER, BLACK, CRACKED, 18 oz metal co (ind unit sale only)
8950-01-E61-3233	SPICE, PEPPER, BLACK, GRD, gourmet, 18 oz metal co (ind unit sale only)
8950-01-E61-3234	SPICE, PEPPER, BLACK, WHOLE, 18 oz metal co (ind unit sale only)
8950-01-E61-3235	SPICE, PEPPER, BLACK, WHOLE, 18 oz plastic co (ind unit sale only)
8950-01-E61-3236	SPICE, PEPPER, BLACK, GRD, gourmet, 1.5 oz plastic co (ind unit sale only)
8950-01-E61-3237	SPICE, PEPPER, BLACK, GRD, gourmet, 5 lb plastic co (ind unit sale only)
8950-01-E61-3195	SPICE, PEPPER, BLACK, GRD, gourmet, 18 oz plastic co (ind unit sale only)

**3. Dining Packets:**

National Industries for the Blind  
 1310 Braddock Place  
 Alexandria, VA 22311-1727  
 P.O.C. Ms. Mary Johnson  
 Mjohnson@nib.org  
 (703) 310-0512

<u>STOCK NUMBER</u>	<u>PRODUCT</u>
7360-01-509-3586	Dining Packet, fork, knife, spoon, 2 or 4 sugar, 1 salt, 1 pepper and 1 napkin/pg non-white, subdued color (tan/sand/brown), 25/bg

**\* “Essentially the Same” Criteria**

The following is the criteria for determining whether the items are “essentially the same” when comparing JWOD mandatory products and commercial products. The JWOD product will be considered “essentially the same” when:

1. It has effectively the same form, fit and function.
2. The JWOD and commercial products may be used for the same purpose.
3. The JWOD and commercial products are relatively the same size and a change in size will not affect the use or performance.
4. The appearance, color, texture, or other characteristic of the JWOD product and commercial product are not significantly different from one another.

**XIX. RELATED NON-FOOD ITEMS / FOOD SERVICE OPERATING SUPPLY ITEMS**

- A. This solicitation includes Food Service Operating Supply (FSOS) products associated with the preparation or serving of food as well as items associated with cleaning up of food preparation areas for the DoD and non-DoD customers. This includes, but is not limited to, plastic, foam, paper goods and cleaning supplies.
- B. The offeror MUST provide a distribution price for this category.

**PRIME VENDOR KOREA****XX. CENTRAL CONTRACTS**

From time to time during the performance of this contract, DSCP may issue Indefinite Delivery Type Contracts (IDTC) for specific products to be distributed by the Prime Vendor. The Prime Vendor will be required to obtain the specific products identified in the IDTCs. The price charged by the Prime Vendor to the ordering activity will not exceed that cited in the IDTC, plus the Prime Vendor's negotiated distribution price. At the time of award and at other times when applicable, DSCP will provide the Prime Vendor with a list of all IDTCs awarded and their terms and conditions of the awarded IDTCs. The Prime Vendor shall have 30 days within which to implement the terms and conditions of the awarded IDTCs.

**XXI. NATIONAL ALLOWANCE PROGRAM AGREEMENT (NAPA)****A. Definitions:**

1. Agreement Holder: The supplier or manufacturer that has agreed to offer discounts to DSCP on product under DSCP Prime Vendor contracts.
2. National Allowance Program: The program implemented by the Defense Supply Center Philadelphia (DSCP) to maximize the leverage of DSCP's buying power and reduce the overall product price under Prime Vendor contracts to the customers of DSCP.
3. National Allowance Program Agreements (NAPAs): The agreements between DSCP and suppliers/manufacturers that identify product category allowances. These allowances or discounts apply only to the delivered/invoice price of the product. The NAPA does not affect the Prime Vendor's distribution price in any way.

B. DSCP has implemented a NAPA Program as part of the Subsistence Prime Vendor Program. Under the NAPA Program, DSCP will enter into agreements with suppliers/manufacturers offering domestic products.

C. Under the NAPA Program, agreement holders will:

1. Authorize and consent to allow the contractor(s) to distribute its products to ordering activities under the Prime Vendor Program.
2. Offer discounts on the product price of the item ordered under Prime Vendor contracts, in the form of deviated allowances, whereby the price to the customer includes the discount. The deviated price is the price that will be submitted via the 832 catalog transaction.

D. NAPAs neither obligate the Prime Vendor to carry, nor the ordering activity to purchase, any of the agreement holder's products; however, NAPA terms will apply to any order placed by the customer for products covered by a NAPA, in which case the invoice price must reflect the NAPA.

E. If a Prime Vendor has a pricing agreement/arrangement with more favorable terms and/or pricing structure, then it is required to pass on these savings to the customer.

F. Under a contract resulting from this solicitation:

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1. Within five (5) working days from notification of award, the awardee will contact John Steenberge, Program Manager, NAPA Team, 215-737-8461. The NAPA Team will provide general instructions and a password to access the allowances on the NAPA website.
  2. The Prime Vendor agrees to bill the invoice price to the Government as specified by the NAPA allowance and initiates a bill-back to the agreement holder, if any activity orders any product covered by a NAPA. The agreement holder will reimburse allowances to the Prime Vendor within a time period mutually agreeable to the Prime Vendor and the agreement holder.
  3. Any disputes involving the NAPA between the Prime Vendor and the agreement holder will be resolved between them according to their own commercial practice. However, DSCP will attempt to facilitate any such disputes.
- G. NAPA Tracking Program: The Prime Vendor agrees to comply with the requirements of DSCP's Tracking Program for NAPAs and shall provide the required product information to support the NAPA allowance and sales tracking website. Data shall be submitted as follows:
1. Format: The required information shall be formatted in an Excel spreadsheet, flat ASCII file or a delimited file. Each transmission must be of the same format. Request to change from one format to another must be forwarded to the Contracting Officer for approval.
  2. Transmission of Data: The information shall be submitted electronically via-
    - a. Email to [data@one2oneus.com](mailto:data@one2oneus.com) Include contract number(s) in email title.
    - b. FTP to <ftp://ftp.one2oneus.com> Inquire for a username and password.
  3. Frequency of Submission: The information shall be submitted as often as the data may change but no more than weekly.
  4. Contents of the data File: The contents of the data file shall include the information shown below for all of the products, NAPA and non-NAPA that are shipped to the Government. All of the fields for each item must be populated with information unless otherwise stated.

Field Number	Field Description	Field Name	Width	Format	Note
1	Prime vendor Part Number	PVPARTNO	15	Alpha-Numeric	
2	Product Description	DESC	45	Alpha-Numeric	
3	Unit of Measure	UOM	03	Alpha-Numeric	
4	Manufacturer SKU or UPC	MFGNO	15	Alpha-Numeric	Note 1
5	Brand Label or Manufacturer Name	MFG	45	Alpha-Numeric	Note 2
6	Unit Allowance Amount	ALLOW	12	999999.99	Note 3

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7	Allowance UOM	ALLUOM	03	Alpha-Numeric	Note 4
8	Allowance to Ship Conversion	ALLCONV	12	999999.99	Note 5
9	Prime vendor Markup Amount	PVMARKUP	12	999999.99	Note 6

Fields 6, 7, and 8 relate to NAPA. If a product is NOT subject to a NAPA allowance then fields 6, 7, and 8 can be left blank or zero.

**Notes:**

1. This field represents the manufacturer's part number of the product. If a valid case UPC is available, you should use the case UPC. The UPC check digit is optional. In the case where a UPC is not available, then you must use the manufacturer's part number (SKU number) as designated by the manufacturer. All leading zeros are required. All characters such as dashes are also required if the manufacturer uses the character in their part number identifier.
  2. This field needs to identify the manufacturer (not necessarily the supplier) of the product. If your item master has a valid case UPC and you send the UPC in field 4 there is no need to provide this field.  
If you do not have a valid case UPC, please indicate the manufacturer or brand name or some code indicating the same. If you use a code please provide an additional listing of those codes and their description. Please note, this is the manufacturer of the product not necessarily who supplied you the product.
  3. This is the off-invoice allowance amount. It can be found in the NAPA table. If the product is not subject to a NAPA allowance then please set this field to zero.
  4. This is the allowance UOM. It can be found in the NAPA table. If the product is not subject to a NAPA allowance then please leave this field blank.
  5. Conversion to the Unit of Issue UOM. The conversion factors to equalize the allowance UOM to the unit of issue UOM. For example, if the unit of issue UOM is "CA", for case, and the allowance UOM is "CS", for case, the conversion factor would be set to 1. However, in the case where the Unit of Issue is "CS" and the allowance UOM is "LB", for pounds, this conversion factor may be fifty (50) because there are 50 lbs in a case. If the product is not subject to a NAPA allowance then please set this field to zero.
  6. For each item, provide the applicable markup amount. As previously negotiated with DSCP, you have assigned a markup amount to each food category or to each item. This amount should correspond to the unit of issue measurement. This is required in order to insure that a NAPA allowance was provided off-invoice.
- H. The NAPA Program is for the exclusive use of DSCP customers purchasing product under the resultant contract.

**XXII. PRODUCE**

- A. The DSCP Produce Business Unit, through Defense Subsistence Office (DSO) San Francisco, Union City, CA, will procure fresh fruits and vegetables and deliver them via controlled-

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atmosphere seavan surface transportation, hereby known as CARTS, to the Prime Vendors OCONUS Facility (s).

- B. In the event (van utilization) the DSO deems it necessary to combine produce with Prime Vendor product, the Prime Vendor will be required to:
1. Receive and unload vans containing hardy FF&V and/or local produce vendors' trucks containing all types of FF&V
  2. Record information and quantities of any product received not in good condition and call the DSO to report non-conforming product and disposition instructions
  3. Rotate stock as necessary
  4. Store product under proper temperature controlled conditions
  5. Rework product as necessary (Replace bad product with good product from another case)
  6. Load vans, deliver to POE
  7. Document and maintain records in relation to the items and quantities of product that deteriorates in the warehouse due to lack of orders and customer cancellations. Documentation also needs to be submitted to the COR for validation on the number of cases that had bad product replaced by good product (cases reworked).
- C. A distribution price will be paid to the Prime Vendor for handling/storing/distributing FF&V and a separate distribution price would be paid for the actual number of cases that had product reworked.

**XXIII. OPERATIONAL RATIONS ITEMS**

United States Forces Korea will continue to manage and distribute Operational Rations (OPRATS).

**XXIV. UNITIZED GROUP RATIONS-A (UGR-A)**

- A. Unitized Group Rations-A (UGR-A) are designed to expedite the feeding of fresh "A" rations in the field. With the exception of mandatory enhancements, such as bread, milk and cold cereal, each UGR-A meal module contains all the semi perishable and frozen food items and disposable items (cups, trays, utensils, etc) to feed a complete meal to 50 persons. The UGR-A currently consists of 7 breakfast and 14 lunch/dinner menus available for selection. Each complete UGR-A ration consists of a semi perishable portion and frozen portion with separate (2) LSNs. Each semi perishable portion consists of two cases which must be delivered together.

See Attachment UGR-A1 for the item descriptions of each UGR-A LSN; Attachment UGR-A2 for a description of the menu contents of each UGR-A Ration; Attachment UGR-A3 for the item description of each UGR-A menu component; and Attachment UGR-A4 for the dimensions, cube and weights of current UGR-A ration modules and pallets. As menus are changed or added, these dimensions may change.

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United States Forces Korea (USFK) will continue to manage and distribute Operational Rations (OPRATS), except that the Contractor shall be responsible for the receipt, storage, and distribution of the UGR-A Operational Ration.

The UGR-A shall be provided to Contractor as Government furnished material (GFM). The Government will deliver UGR-A rations as GFM directly from CONUS suppliers to the Contractor's Warehouse Facility(s). DSCP will acquire UGR-A rations for shipment to the Contractor by placing delivery orders against current contracts for UGR-A. A copy of each contract Delivery Order for UGR-A shipment to Korea will be facsimile provided to the Contractor. These Orders shall represent "Due-In's of UGR-A to the Contractor. Additionally, DSCP will email the Contractor the sea-lift carrier booking information.

Estimated requirements for UGR-A ration modules are 2,000 rations per month. These estimated requirements are based on historical usage of line-item "A" meals fed in the field. The Contractor shall stock a 60 day inventory level (approximately 4,000 modules per month), as provided by DSCP. As field exercises and demand for UGR-A occur predominately in the Northern Operating division (NOD) of South Korea, the Contractor shall maintain a forward positioned UGR-A inventory in their warehouse that would service this area to assure the promptest response to emergency requirements.

**NOTES:**

1. The Government's BSM inventory record will show all UGR-A assets at the contractor warehouse, regardless of actual location. For greater asset visibility, the Contractor shall provide the actual UGR-A inventories for all of their warehouses on a weekly basis.
2. Regardless of the warehouse location, the Contractor shall be responsible for the shipment and delivery of UGR-A rations in accordance with the FIFO/Earliest-Date-of-Pack requirements of the contract (calculated from Government delivery of UGR-A rations to the contractors warehouse).

**B. The Contractor will be required to:**

1. Receive and unload vans containing UGR-A's. Upon receipt of the GFM UGR-A rations, the Contractor shall promptly email the receipt information, using the Excel spreadsheet format, to the DSCP Account Managers at the following address: "**ugra@dscp.dla.mil**". This receipt information will be posted by the DSCP Account Manager into BSM to maintain the Government's inventory records.
2. Inspect and accept UGR-As;
  - a. UGR-A Rations purchased by the Government for the Republic of Korea (ROK) shall be inspected and accepted by the Army Veterinary Inspectors (VETS) at the CONUS origin place of manufacture. Accepted UGR-A Rations will be shipped and furnished to the Contractor as GFM.
  - b. The Contractor will be responsible for performing a receipt inspection at its facility for condition of cases, count and identity. Condition and identity inspection shall be limited to the sealed UGR-A shipping cases and unitized loads.

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- i. The Contractor shall not be required to open normal-appearing UGR-A shipping cases to determine the condition and identity of individual case components.
- ii. The Contractor shall segregate apparently damaged cases, and such damaged cases shall be presented to the US Army Veterinary Inspectors (VETS) who will determine if the cases are acceptable for issue or are damaged. Note: if one of two UGR-A semi perishable cases is damaged, the entire semi perishable ration module, i.e. both cases of the semi perishable ration module, will be considered damaged, and both cases will be segregated and presented to the VETS.
- iii. The Contractor shall provide the necessary services to assist the VETS in performing an open-case inspection on any UGR-A case(s) determined to be damaged. The VETS will inspect each of the components in the case, and determine the level of rework required, if any. In exchange for this open case examination, and rework if necessary, the Contractor will be paid a fee per case. The Contractor shall invoice for this payment with its monthly invoice.
  - a) Damaged shipping cases that are opened and inspected by the VETS and subsequently determined to be acceptable by the VETS, will be resealed and re-palletized by the Contractor. In the Receipt Information emailed to the DSCP Account Manager. These Rations will be identified as Condition Code "A/INSPECTED".
  - b) Damaged cases that are determined by the VETS to contain damaged components, or have damage to the shipping case that precludes serviceable delivery, shall be reworked by the Contractor under the supervision of, and acceptance by, the VETS. For damaged components, the Contractor shall remove such damaged components and replace with comparable components, and re-seal and re-palletize the case(s). A detailed report of such rework shall be prepared by the Contractor, signed by the VET Inspector in Charge, and provided to the DSCP COR and faxed to the DSCP Account Manager at 215-737-4115/9043. The Government will reimburse the contractor the actual costs of any products supplied by the Contractor in the rework. In the event of unusable shipping cases, the DSCP UGR-A-COR shall be immediately advised via email [ugra@dscp.dla.mil](mailto:ugra@dscp.dla.mil) for final disposition instructions. In the Receipt Information provided the rations successfully reworked will be identified as Condition Code "A/REWORKED". Rations determined to be damaged, and pending rework or other disposition, will be identified as Condition Code "H".
  - c) When cases are determined by the VETS to be damaged, and open-case inspection/rework is required, the UGR-A producer's shipping documents and the Government Bill of Lading document shall be annotated with the description of the damaged cases, to include: LSN, item, quantity, and description of damage. The annotated shipping document and GBL shall be promptly provided to the DSCP COR and faxed to the DSCP Item Manager at 215-737-4115/9043.
  - d) UGR-A Rations delivered by the Contractor to Ordering Activities will be inspected at destination for condition, count and identity. Any reports of nonconforming product will be email reported by the customer to the UGR-

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A-COR, with a copy to the COR and Contractor. The Contractor shall be responsible only for damage that occurred during the receipt, storage, or delivery of the product. The Contractor shall not be responsible for any non-conformances related to the workmanship of the UGR-A manufacturer.

3. Store products under proper temperature controlled conditions. The Contractor warrants that the UGR-A rations delivered will be stored and shipped in accordance with the terms of the contract. The Contractor shall be liable for defects and/or loss of product due to inadequate storage, handling, inventory management, or shipment.
4. Rotate stock as necessary and issue products on First In/First Out (FIFO) or earliest Date of Pack/First Out basis unless otherwise directed by DSCP-COR or UGR-A-COR.
  - a. UGR-A's will have at least 11 months shelf-life remaining when delivered by the Government to the Contractor's facilities. Remaining shelf-life shall be determined by the Inspection Test Date (ITD) marked on the side of each case in a MMM/DD/YY open date format. UGR-A rations delivered by the Contractor to the Ordering Activities shall have no less than 30 days remaining shelf-life at time of delivery, unless otherwise directed by the DSCP-COR or UGR-A-COR.
  - b. The Contractor shall not be liable for any UGR-A rations that go out of date (i.e. shelf-life expires) provided the Contractor ships UGR-A rations on a First-In/First-Out (FIFO), or earliest Date-of-Pack/First-Out basis. In the event the Contractor does not ship rations in this correct order, and such failure results in product going out of date, the Contractor shall (1) be responsible for the acceptable rework of such product, if possible, at no cost to the Government, or (2) the Contractor shall reimburse the Government the full cost of such product.
  - c. The Contractor shall maintain shelf life information on all inventories and immediately advise the DSCP UGR-A Item Manager, by email at [ugra@dscp.dla.mil](mailto:ugra@dscp.dla.mil), if any inventory product shelf-life is less than 45 days, or is expected to be less than 30 days prior to delivery.
  - d. Dispose of any rejected/spoiled products as directed by the DSCP COR or UGR-A COR.
5. Deliver to Ordering activities set forth in the contract. The Contractor shall complete delivery within 48 Hrs after receipt of MRO, except for Emergency Orders as described below. At this time, contractor will be required to deliver UGR-A's to the following activities:

**TISA and DODAACS:****TISA 51 Yongsan = WT4KEH****TISA 48 Pusan (not depot) = WT4HAO****TISA 2 Camp Edwards = W81YR9**

Note: If the contractor operates a GOCO warehouse in Pusan, TISA 48 Pusan would be collocated and they would pick-up all UGR-A deliveries at the above TISA's at their respective GOCO. For these TISAs, the Contractor shall prepare all UGR-A rations for pick-up (delivery) within 48 hours of receipt of the MRO. The Contractor will have all



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products palletized; specific “Mark For” orders will be segregated, and the pallet loads will be clearly marked with the “Mark For” or other “Exception” information. The Contractor will load customer conveyances as directed by the customer. If the contractor does not choose to operate a GOCO warehouse at Pusan than they would be required to deliver the rations to the above customers.

6. The Contractor shall be reasonably capable of forecasting demand to assure the required levels of on-hand inventory to meet future requirements. These estimated demand quantities shall be provided to DSCP in a monthly Projected Demand Report in accordance with paragraph F(2), found on page 96 of this solicitation.

C. Ordering UGR-A's.

1. Ordering Activities will place requisitions for UGR-A rations directly to the DSCP Item Manager. Customers may place orders thru STORES or email to the following address: “**ugra@dscp.dla.mil**”. Email orders shall be in the A01 MILSTRIP format and reflect the MILS data applicable to the end-use customer. STORES orders will be passed to BSM as an A01 MILSTRIP requisition.

Note: UGR-A Ration items and LSNs shall not be included in the Contractor's electronic STORES catalogue, and Ordering Activities will not place orders directly with the Contractor.

2. Ordering Activities will be advised they should provide a 7-day order lead-time to DSCP. This will accommodate the 14-hour time difference between DSCP and the Republic of Korea, the area of responsibility (AOR) for the solicitation, and the evening batch cycles required to process orders thru BSM.
3. The DSCP Item Manager will process customer requisitions thru BSM update the Government inventory records, bill the customer, and generate a Material Release Order (MRO) to the Contractor with a copy to the DSCP COR. MROs authorizing shipment and delivery of UGR-A rations to the TISAs will be emailed /faxed to the Contractor at their facility (PSF GOCO or other).
4. The Contractor will be responsible for shipping/delivering UGR-A rations to positions at their warehouse(s) in accordance with the FIFO/Earliest-Date-of-Pack requirements of the contract.
5. DSCP Item Manager will place MRO to Contractor on a 2-2-3 day delivery cycle. For example, DSCP Account Manager would place an order on Monday for Wednesday delivery.
6. Emergency Orders are those requisitions that require less than 7-day order lead-time or require the Contractor to deliver UGR-A's less than 48 hours after receipt of MRO.
  - a. Ordering Activities that require UGR-A delivery in less than the 7-day “routine” lead-time should submit requisitions telephonically, personally, or via fax to the DSCP-COR as follows:

DSN	Commercial
Phone: 784-3514,	011-82-31-661-3514

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Fax: 784-3290, 011-82-31-661-3290

- b. The DSCP-COR shall then immediately by telephone, personally, or fax, advise the Contractor of the UGR-A order and authorize shipment. The DSCP COR shall promptly provide the Contractor the MRO Information, Attachment UGR-A6. The DSCP COR shall assure that any customer "Exception data" is properly forwarded to the Contractor.
- c. The DSCP-COR shall also promptly email/fax the MRO Information to the DSCP Account Manager at "[ugra@dscp.dla.mil](mailto:ugra@dscp.dla.mil)". The DSCP Item Manager will process the Order thru BSM to satisfy the Government inventory records and to generate a bill to the customer.

D. Contractor's Billing Responsibilities:

1. Contractor will provide Ordering Activities' signed copies of MRO documentation (**i.e. proof of delivery**) to DSCP COR on the business day following delivery.
2. On a weekly basis, the Contractor shall submit a separate invoice for distribution of UGR-A Ration items to the DSCP COR, and an additional copy shall be emailed or facsimile transmitted to the DSCP Item Manager at the following:  
  
email: [ugra@dscp.dla.mil](mailto:ugra@dscp.dla.mil)  
fax: 215-737-4115 / 9043
3. DSCP COR will verify the invoice amount and certify that the Contractor's invoice is accurate. The Contractor will then submit the certified invoice to DSCP Contracting Officer or Contract Specialist.
4. Invoices shall be prominently annotated "**UGR-A INVOICE**" and include the following information. Each MRO line item delivered shall be completely described:

<u>Delivery Date</u>	<u>Requisition #</u>	<u>LSN</u>	<u>Nomenclature</u>	<u>Qty</u>	<u>Distribution price</u>	<u>Total Price</u>

5. Invoices shall be submitted to the DSCP-Contracting Officer or Contract Specialist on a weekly basis and include the complete deliveries made within the week. In the event the invoice does not correctly reflect the MROs issued to the Contractor, DSCP will advise DFAS and the Contractor of the Contractor's need to correct the invoice.
6. Contractor shall submit a separate Invoice for disposal of UGR-As. The Contractor will be paid the UGR-A Disposal Fee per case.
7. Contractor shall submit separate Invoices for any charges for rework performed as directed by the COR or UGR-A-COR.

**PRIME VENDOR KOREA****E. Schedule of UGR-A Prices:**

1. A distribution price will be paid to the Contractor for handling, storing, distributing and reworking UGR-As.
2. The Contractor will be paid the GFM Distribution price for handling, storing, and distributing UGR-As. The contractor should list the cost for these services in the appropriate Distribution price category.
3. The Contractor shall be paid a fee for open case inspection, and rework if necessary, on UGR-A as described in paragraph II. B as follows:

Government Furnished Products – UGR-A (inspection/rework).

**F. Administration**

1. For purposes of administering the requirements and provisions related to the UGR-A, **Tracey L. Brown , DSCP-FTRB, 215-737-2989, Tracey.L.Brown@dla.mil** until otherwise notified, is hereby designated Contracting Officer's Representative (COR) with authority conferred to the DSCP-Contracting Officer. The authority set forth is applicable only to the UGR-A distribution portion of the contract. The UGR-A COR is not authorized to make any changes or modifications to any other terms and conditions of the contract. And is not authorized to act as the COR for any other semi perishable and perishable food products distribution portion of the contract.
2. Management Report, the following UGR-A Reports are hereby added:

The following Reports for the UGR-A shall be emailed to [ugrreports@dscp.dla.mil](mailto:ugrreports@dscp.dla.mil). The Reports shall include the data for the entire month (first day to last), and shall be emailed no later than the fifth (5<sup>th</sup>) workday of each following month.

- a. MONTHLY INVENTORY RECONCILIATION
- b. PROJECTED DEMAND REPORT

**XXV. INVOICING PROCEDURES FOR GOVERNMENT FURNISHED PRODUCTS**

- A. DSCP-Contracting Officer Representative (COR) will provide the contractor with a Customer Delivery/Receipt Documentation". The Contractor will use this document for selecting and preparing the shipment to the individual customers and as the invoice/delivery ticket upon delivery of items to the final destination point.
- B. The Contractor will provide signed copies of the customer delivery/receipt document to the DSCP-COR on next business day after delivery.
- C. On a monthly basis, the Contractor will submit invoices for distribution of the Government Furnished Products to the DSCP-COR. The DSCP-COR will verify the invoice amount and certify that the Contractor's invoice is accurate. The Contractor will then submit the certified invoice (minus delivery tickets) to DSCP, Philadelphia – Contracting Officer.

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- D. Contractor is not required to accept returns of Government Furnished Products rejected by the ordering activity. The Ordering Activity will contact the DSCP-COR to report non-conforming products. DSCP-COR will provide disposition instructions and issue credit to the Ordering Activity.
- E. If the Ordering Activity deems that a replacement item of the rejected item is necessary, DSCP-COR will have the Contractor include the replacement items in with his next shipment to the Ordering Activity.

**XXVI. CUSTOMER SERVICE POLICY**

- A. The prime vendor shall treat the Government as one of their best customers; therefore, any treatment and/or customer service policy given to other accounts shall also be given to the customers covered under this contract.
- B. Prime Vendor Managers may be required to visit the Contracting Officer at DSCP on a semi-annual basis to discuss contract related matters.
- C. The Prime Vendor(s) shall assign, as a minimum, one (1) full time (dedicated) customer service representative to each OCONUS warehouse region to maintain continuous contact with the ordering activities, and especially with regard to emergency service requirement, product quality complaints, shipping discrepancies, and damaged product. Another full time (dedicated) CSR shall be assigned to oversee the Defense Transportation System (DTS) process as discussed herein. All customer service representatives are required to speak English, and must have the authority to make binding decisions on behalf of the Prime Vendor on any concern, which, may occur. The name of the representative(s) and their telephone number, beeper number, e-mail address, or any other method of communicating shall be furnished with 30 days after award
- D. While English-speaking truck drivers are not required they are preferred. In either instance, all truck drivers must be able to contact English speaking superiors at all times (via cellular phone or other direct line of communication) to allow for customers/prime vendor communication when necessary.
- E. At a minimum, quarterly visits to the customers or customer representatives under these contracts are required to show new items, product preparation, provide nutritional information and address any other concerns that the customers may have. Additionally, the Prime Vendor is required to have a representative attend scheduled management meetings at the customer locations.

**XXVII. NEW ITEMS**

- A. If a customer desires to order an item that is not part of the contractor's inventory, the Prime Vendor will be allowed a maximum of sixty (60) days to source and make the item available for distribution. Failure to source new items requested by the customer within the sixty (60) day time limit may have a negative effect on the offeror's past performance evaluation factor for future proposals submitted to DSCP. The Prime Vendor must notify DSCP and the requesting activity when new items are available for distribution. These items should become a permanent part of the Prime Vendor's inventory if it appears that these items will be ordered regularly. There will be a ten (10) case monthly minimum requirement for new

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items that are not part of the contractor's inventory. The Prime Vendor will be responsible for notifying the Contracting Officer on a monthly basis if any catalog item is not meeting the ten (10) case monthly usage minimum so that the item may be reviewed for deletion.

- B. The Prime Vendor shall assume the responsibility of introducing new food items to the customers, as well as to show cost effective alternatives to their current choices. The Prime Vendor will still be required to perform their normal manufacturer selection process to include analysis/comments/recommendation of new products prior to the product sampling/taste testing.
- C. The Prime Vendor agrees to the DSCP requirement that all new items will not be available and delivered to the customer(s) until sufficient inventory of the new products have been shipped and received in the Prime Vendor's OCONUS facility(s) with the new items added to the customer's catalog via the 832 catalog process.
- D. All new items must be approved as determined by the individual service Headquarters' operating procedures prior to stocking the item. New item additions and/or changes to NSNs must be authorized in writing by the Contracting Officer prior to the 832 catalog update transmissions.

New item prices for non-MPA items must be determined fair, reasonable, and approved by the contracting officer prior to the items addition to the customer's catalog. Prime vendors are encouraged to seek approvals prior to the items sailing from CONUS. Any non-MPA products shipped without prior approval are shipped at the vendor's own risk and may be subject to charges to recoup USTRANSCOM shipping costs, as well as not being authorized for addition to the catalog, should the Contracting Officer fail to determine them fair and reasonable. In accordance with past practice, the customer will continue to determine all items to be added to the catalog. However, new non-MPA items will not be added to the catalog unless the Contracting Officer determines the proposed prices for the new non-MPA item to be fair and reasonable in accordance with the FAR and approves the addition.

Prime vendors shall utilize the Contracting Officer provided form when requesting all item approvals (additions and/or changes). The form is mandatory and will be provided post award. Each request for approval of a non-MPA item must, at the same time, have the following documentation attached:

- i. Copy of the manufacturer's original invoice signifying the manufacturer's FOB origin product price, and discount terms, or
- ii. Written price quote, on the manufacturer's letterhead, if the item is not currently in stock, to include: price, date price quote was obtained, time period price quote is effective for, quantity covered by the price quote, manufacturer's part number, manufacturer's FOB origin product price, discount terms, and manufacturer's point of contact information.

The approved price as submitted on the form must be the price submitted upon the 832 transmission. Incoming 832 transmissions will be verified for compliance. Prices other than those approved will be rejected.

**XXVIII. FORCE PROTECTION**

- A. The DSCP Subsistence Directorate provides worldwide subsistence logistics support during peacetime as well as during regional conflicts, contingency operations, national emergencies and natural disasters. At any time, the United States Government, its personnel, resources and interests may be the target of enemy aggression to include espionage, sabotage or terrorism. This increased risk requires DSCP to take steps and insure steps are taken to prevent the deliberate tampering and contamination of subsistence items.
- B. As the holder of a contract with the Department of Defense, the awardee should be aware of the vital role they play in supporting our customers. It is incumbent upon the awardee to take actions to secure product delivered to all military customers as well as any applicable commercial destinations. We strongly recommend all firms to review their security plans relating to plant security and security of product in light of the heightened threat of terrorism and secure product from adulteration.
- C. The Offeror will insure that all products and/or packaging have not been tampered or contaminated throughout the manufacturing, storage and delivery process. The Offeror will immediately inform DSCP Subsistence of any attempt or suspected attempt by any party or parties, known or unknown, to tampering with or contaminate subsistence supplies.
- D. Accordingly, the awardee shall submit a security plan prior to the start of production under any resultant contract to describe what steps their firm has taken and will take to prevent product tampering and contamination. The awardee will also describe what steps have been or will be taken that relate to overall plant security and food safety. The contractor must describe in detail the types of measures in place or scheduled to be put in place for the performance period of this contract. Firms should include specific security measures relating to but not limited to the following areas:
- a. Employee Identification
  - b. Background checks where applicable
  - c. Control of access to plant facility, gates and doors at the facility
  - d. Internal Security
  - e. Training and security awareness
  - f. Product Integrity
  - g. Transportation Security

**XXIX. BREAKING CASES**

Under the proposed contracts, the awardee will be required to break cases for spices. If your company has additional items for which you normally break cases, you should indicate those items in your offer. **Inability to break cases other than spices will not have a negative effect on the offeror's proposal.**

**PRIME VENDOR KOREA****XXX. FOOD SHOWS**

- A. DSCP actively participates in Vendor Food Shows for the purpose of obtaining food show “allowances.” These allowances are negotiated by DSCP with each exhibitor at the Food Show, whether it is a broker representing several firms, the distributor representing a firm, or the manufacturer directly. In addition, other procedures in accordance with a vendor’s normal commercial practice may be used to negotiate the allowances or savings.
- B. The Prime Vendor is required to advise the Contracting Officer and the Acquisition Specialist of all Food Shows that are conducted throughout the course of the contract. This includes annual shows, as well as regional and/or mini food shows. The Government reserves the right to participate.
- C. Approximately one (1) week prior to the Food Show, the Prime Vendor shall furnish the Contracting Officer and/or Acquisition Specialist the following information:
1. List of brokers/manufacturers attending the Food Show;
  2. Map showing the locations of booths;
  3. Effective period of allowances;
  4. Statement as to whether the allowances are applicable to all orders placed within the effective period, or for only the amount of product booked at the show.
  5. Usage report for all customers covered by the contract. This data shall represent the same number of weeks as the effective period of the allowances. The data shall be a consolidation of all customers, and be sorted in booth order sequence. At a minimum the following elements are required:
    - a. Vendor Part Number
    - b. Description of item
    - c. Usage quantity
    - d. Manufacturer/Brand
    - e. Booth Number of the exhibitor and the products they represent
- D. At the end of the Food Show allowance period, the Prime Vendor shall submit to the Contracting Officer/Acquisition Specialist a Food Show savings report by customer. This shall be completed within 2 weeks of the end of the allowance period. A total sales report for the same period shall also be submitted.
- E. Food Show allowances must be passed on to the customers directly as a deviated price. Accordingly, when the applicable items are ordered, the price must reflect the discount if ordered during the specified time frame. The deviated price is the price that is to be submitted via the 832 catalog transmission. All decreases in price must be submitted via the 832 transmission the week prior to the beginning of the allowance period.

**XXXI. JOINT TOTAL ASSET VISIBILITY (JTAV)**

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Under the proposed contract, the awardee must have the capability to provide DSCP with timely and accurate information on the location, movement, status, and identity of units and supplies.

NOTE: See Page 124 paragraph M. “Monthly Asset Visibility Report” for more information on the above.

**XXXII. BACK-UP PRIME VENDORS**

The offeror that is awarded the Prime Vendor contract under this solicitation may become a potential backup supplier for Hawaii, Alaska, Okinawa, Guam, Japan, Singapore and Diego Garcia, should the awarded Prime Vendor be unable to support (for any reason) customers covered under its contract. Offeror’s agreement to perform as a potential backup contractor is required. The designation to act as a backup will be executed by a bilateral modification. The appropriate distribution prices will be negotiated as necessary.

**XXXIII. NON-COMPETITION**

The offeror warrants that it will not actively promote, encourage, or market to any of the customers on this acquisition, away from a resultant DSCP contract, and onto a contract of any other Government agency or commercial entity.

**XXXIV. TITLE**

Title of all U.S. manufacture products purchased for the Government remains with the Contractor during the shipment, and title passes to the Government when products are inspected and accepted at the final delivery point (e.g. Dining Facility and Navy Ships(s)).

**XXXV. FREE ON BOARD (F.O.B.) POINT**

F.O.B. Destination terms apply. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charge involved before the actual delivery (or “constructive placement” as defined in carrier tariffs) of the commodities to the final destination. The Prime Vendor may be liable directly to the United States Transportation Command (USTRANSCOM) Universal Services Contract (USC) carrier for loss/damage to carrier equipment, container detention, port storage, maintenance of refrigerated containers, and services not ordered by the Government. (See V. Transportation, B. Insurance, Liability, And Claims) The Contractor shall pay and bear all charges to the specified point of delivery. For complete definition of F.O.B. Destination, see FAR Clause, 52.247-34, F.O.B. DESTINATION.

**Comment [p1]:** Changed section XXV per Iraq Amendment 004 and changes sent out by Legal on 10/7/2008

**XXXVI. CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM****A. Background**

1. Contractor Performance Assessment Reporting System (CPARS) is now hosting web-enabled applications that are used to collect and manage a library of automated contractor performance evaluations that are completed in accordance with FAR Parts 36 and 42. FAR Part 36 identifies the requirements for documenting contractor



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performance for architect-engineer and construction contracts while FAR Part 42 identifies requirements for documenting contractor performance for systems and non-systems acquisitions. The CPARS applications are designed for UNCLASSIFIED use only. Classified information is not to be entered into these systems. In general, contractor performance assessments or evaluations provide a record, both positive and negative, for a given contract during a specified period of time. When evaluating contractor performance each assessment or evaluation is based on objective facts and is supported by program and contract management data, such as cost performance reports, customer comments, quality reviews, technical interchange meetings, financial solvency assessments, construction/production management reviews, contractor operations reviews, functional performance evaluations, and earned contract incentives.

2. Effective October 1, 2006, a Department Of Defense (DoD) Public Key Infrastructure (PKI) Certificate will be required for all DoD users accessing CPARS. Effective November 1, 2006, a DoD PKI Certificate will be required for all Contractor users accessing CPARS. The requirement for PKI certificates is implemented in accordance with DoD security policy promoting secure electronic transactions.

**B. Obtaining a PKI certificate**

Contractors who do not work at a Department of Defense facility may purchase a DoD PKI certificate from one of three External Certificate Authorities (ECAs). The ECAs are vendors who provide digital certificates to DOD's industry partners who are using their own equipment or working in non-government facilities. A list of ECAs is available at [http://www.cpars.navy.mil/pki\\_info.htm](http://www.cpars.navy.mil/pki_info.htm). Each contractor employee accessing CPARS will need an Identity Certificate (An Encryption Certificate is not required). Certificate prices range in from \$99 - \$115 per certificate per year, with volume discounts at some ECAs.

**Each contractor must fully comply with the DoD requirement to implement PKI in order for our information systems to remain secure and viable.**

**XXXVII. ITEMS**

A. This solicitation is for the procurement of Total Food and Beverage support to DoD and non DoD customers.

B. The Prime Vendor must have the ability to locally source and perform delivery for produce, market ready and dairy type items under the Prime Vendor Contract. For the purpose of this solicitation, market ready items are defined as highly perishable products such as fresh milk, bread, and produce. Leadtime from the receipt of purchase order may be as little as 24 hours. A detailed plan of action must be submitted with your proposal.

**DESCRIPTION AND SPECIFICATIONS****I. DEFENSE APPROPRIATIONS ACT**

- A. All items supplied under the contract awarded as a result of this solicitation must comply with the Berry Amendment (10 U.S.C. 2533a) and the provisions of Clause 252.225.7012. These references require, with specified exceptions, that all items supplied under the contract be grown and produced in the United States or its possessions, except the exempted items listed below.

Exempted Items:

Anise	Bamboo shoots
Bananas	Beef, corned, canned
Beef Extract	Brazil Nuts, unroasted
Capers	Cashew nuts
Castor Beans and Oil	Chestnuts
Chile	Cocoa Beans
Coffee, raw or green bean	Oranges, mandarin, canned
Spices and herbs, in bulk	Tapioca, flour and cassava
Tea, in bulk	Thyme oil
Olive Oil	Sugars, raw
Vanilla beans	Grapefruit sections, canned
Water Chestnuts	
Olives (green), pitted or pitted or stuffed in bulk	
Coconut and coconut meat, unsweetened, in shredded, desiccated, or similarly prepared forms	
Tartar, crude; tartaric acid and cream of tartar in bulk.	

- B. For additional information, please consult the DoD FAR Supplement at 225.7000 "AUTHORIZATION ACTS, APPROPRIATIONS ACTS, AND OTHER STATUTORY RESTRICTIONS ON FOREIGN ACQUISITION" and/ or contact the Contracting Officer.
- C. During the year, the Government may issue individual domestic non-availability determinations when warranted. The Contracting Officer will forward a notice to the Prime Vendor as the determination(s) is (are) made.

**II. ORDERING SYSTEM**

- A. All customers listed within are currently using the Subsistence Total Order and Receipt Electronic System (STORES), accessed via the Internet.

## Subsistence Total Order and Receipt Electronic System (STORES)

1. STORES is the Government's translator/ordering system that is capable of accepting orders from any of the Services'; i.e. Army, Air Force, Navy, or Marines, individual ordering systems and translating them into an Electronic Data Interchange (EDI) format. In addition, this information is passed to DSCP for the purposes of contractor payment and customer billing. Attachment 3 provides additional EDI information.

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2. Customers will be able to order all of their food and beverage requirements through STORES. Some customers will also be able to order non-food items through STORES. The system will transmit orders to the Prime Vendor, the produce supplier (for fresh fruits and vegetables), the bakery (for fresh bread), the dairy (for fresh milk and dairy items) and to DSCP for ration type items. It may be possible during the life of this contract that all customers will have the opportunity to order the non-food items from STORES.
3. The awardee shall be required to interface with STORES and must be able to support the following EDI transactions:
  - i. 810 – Electronic Invoice
  - ii. 820 – Payment Voucher Information
  - iii. 832 – Catalog (Outbound: Vendor to DSCP)
    - At a future date:
      2. The supplier maybe required to submit a breakout of their total unit price, i.e. separate Product Price and Distribution Price columns.
      3. Gross case weight, case cube, and number of cases per pallet will need to be provided by the supplier
  - iv. 850 – Purchase order
  - v. 861 – Receipt
  - vi. 997 – Functional Acknowledgement
4. A complete description of these transaction sets is included in the “EDI Implementation Guidelines” attached to this solicitation.

NOTE: The Vendor maybe required to implement the following system during the life of the contract:

**Enterprise Linked Logistics Information Source (ELLIS)**

ELLIS is an EDI centric web-based tool that provides visibility of the supply chain through a single source. ELLIS can be accessed at <http://ellis.dscr.dla.mil>. ELLIS captures the data necessary to evaluate the performance of each Supply Chain segment: from user requisition through the delivery order process to final item delivery. ELLIS provides the data and event driven processes necessary to proactively manage and streamline the Supply Chain. ELLIS serves a wide range of user groups from the Warfighter, to the item manager, to the Program Manager and to the Vendor. An ELLIS help guide is available at <http://ellis.dscr.dla.mil>

Performance will be tracked through ELLIS by measuring the length of time between certain EDI transactions. Following approval of an order in KO Portal, the contractor will receive approval notice via an EDI 864 transaction while at the same time a final EDI 855 transaction will constitute the delivery order date in ELLIS. This shipment notice (EDI 856 transaction) will constitute the date of shipment.

5. The Prime Vendor shall have access to the Internet and be able to send and receive electronic mail (email).

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6. Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point.
  7. The Prime Vendor is required to utilize the Government's item descriptions in the Electronic Catalog (832 transmission). The Government's format begins with the broad category of the item and then continues with a more specific item description. For example: "Crinkle Cut Carrots", would be listed as "Vegetable, Carrots, and Crinkle Cut".
  8. The offeror may be required to transmit 810, 832, and 997 transactions, prior to award and during proposed evaluations, in order to demonstrate its EDI compatibility.
  9. In the event the STORES system or the Prime Vendor interface is not operational, the Prime Vendor must provide alternate ways for the customer to order (e.g., by fax, by phone, pick-up orders, etc.)
- B. The Government's ordering system requires that for the purpose of invoicing, unit pricing will be fixed at the unit price effective in the catalog at the time of order. The delivery date will have no effect on this price.

**III. ORDER PLACEMENT**

- A. Customers shall place their orders to accommodate a "skip day" delivery. For example, An order placed on March 1<sup>st</sup> would have a required delivery date of March 3<sup>rd</sup>. Orders may be placed with a longer lead-time; however, the minimum lead-time is "skip-day". Customers will be required to adhere to the specified cut-off time to place an order for skip day deliveries which will be negotiated and become part of the contract, upon award.
- B. The Supplier is to advise the customers no later than 12:00 noon of the skip day of non-availability of an item and recommendation for re-order. If it appears that the vendor does not expect a stock replenishment in sufficient time to fulfill the requirement, the Prime Vendor should offer the customer a substitute of equal or higher quality and of equal or lower cost, or advise them of the not-in-stock position of the item and the date of the expected delivery from the manufacturer. **For orders where less than the normal 48 hour order lead-time is provided to the vendor, every effort will be made to provide such notification to the customer of non-availability of an item prior to the arrival of the delivery.**

**IV. ORDER FILL AND SUBSTITUTION POLICY**

- A. In terms of "Add-On" items, or items the customer decides to order after their initial order is submitted to the Prime Vendor, the vendor may not add these items on to the existing order. The customer is required to submit a completely new and separate order for these additional items. The vendor will fill this new order, along with the original order, within the required 48-hour delivery time frame.
- B. In terms of substitutions, all supplies shall be furnished on a "fill or kill" basis. No substitutions will be accepted unless authorized by the ordering office. Offerors are required to have procedures for handling not-in-stock (hereinafter NIS) situations. The

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Prime Vendor shall advise the customer by 12 noon on the skip day of the non-availability of an item. If it appears that the vendor does not expect a stock replenishment in sufficient time to fulfill the requirement, the Prime Vendor should offer the customer a substitute, or advise them of the not-in-stock position of the item. The customer will make the final decision on the acceptability for any substitutions. A substitute item must be of equal or higher technical quality and equal or lower in price. Substituted items cannot be added to the original order for delivery and customer is required to place an order for these items separately. The vendor will fill this new order, along with the original order, within the required 48-hour delivery time frame.

- C. The awardees' ordering system must be able to accommodate multiple orders from the same customer with the same order date and RDD. Replacement orders will not be acceptable and phone / fax orders will not be viewed as acceptable commitments.

**V. PRODUCT QUALITY**

A. Shelf-life

All products delivered shall be as fresh as possible and within the manufacturer's original shelf life (i.e., Best if Used by Date, Expiration Date, or other markings). Chilled products shall not be frozen in an attempt to extend the products' shelf life, unless approved by the Contracting Officer.

For annual pack items, products will be from the latest seasonal pack available, unless approved in advance by the Contracting Officer.

For items produced with shelf life greater than 90 days, no product shall be delivered to customers with less than 30 days manufacturer's original shelf life remaining unless the customer grants prior written approval.

For items produced with shelf life less than 90 days, no product shall be delivered to customers with less than 5 days manufacturer's original shelf life remaining unless the customer grants prior written approval.

All products shall be identified with readable "open coded" "Best When Used By Date", "Sell by Date", date of production, date of processing/pasteurization or similar marking indicating the end of the guaranteed freshness date.

It is NOT DSCP's Policy to grant shelf life extensions for prime vendor product. However, on a limited case by case basis, the Contracting Officer reserves the right to authorize extensions giving consideration to the reason requested, manufacturer letter of extension granted, military veterinarian approval, customer approval, and price reduction offered. The procedures for Prime Vendor request for shelf life extensions for prime vendor product are as follows:

i. The prime vendor submits written notification to the customer (Theater Food Service Advisor) regarding over aged product and request customer agreement to receive the product if it is approved for extension by DSCP and Vet Services.

ii. The prime vendor submits the extension request paperwork to include Customer agreement, NSN, Item Description, # of Cases, Dollar Value, Price Reduction Offered,

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Reason/Justification for the request, Manufacturer Letter of Extension, Manufacturer's original expiration date, and Manufacturer's extended expiration date to the Contracting Officer and Contracting Officer Representatives for review/concurrence.

iii. The Contracting Officer or Contracting Officer Representative, as designated replies to the prime vendor with accept/reject of the submitted package and go or no-go for the Vet inspection request.

iv. Vets inspect product (in accordance with their list of priorities) to see if it is wholesome and of adequate quality (consideration should be given to the length of the extension guarantee before Vet approval is granted).

v. Items that are approved by the Vets are used by the prime vendor.

B. Commercial standards should be used to maintain temperatures appropriate for individual items.

1. Level of Product Quality:

a. When designating an item as a match for the DoD item in the schedule of items listed in the solicitation, the item must be:

- i. Identical in respect to packaging when the DoD unit of issue is not described by weights (e.g. pound or ounce).
- ii. Identical for portion control items, except that pack size may vary. For example, NSN 8905-00-133-5889 "Beef Braising Steak, Swiss" is described as "frozen, formed, portion-cut, not mechanically tenderized, US Choice Grade or higher, 6 oz each, NAMP 1102 or equivalent, from knuckle, inside round, Eye of Round, or Outside Round, 53 lbs. per box". The requirement for the formed six (6) ounce portion must be identical. However, if the commercial pack size were a 15-lb. box, it would be acceptable by modifying the unit of issue ratio in the STORES ordering system. In respect to the previous examples, the DoD ordering activities require continuity with the DoD unit of issue for proper inventory and accounting within DoD.

iii. Equivalent in respect to grade or fabrication.

b. All items must meet or exceed the Government's item description of their assigned Government stock number.

**VI. QUALITY PROGRAM**

A. A Supplier Selection or certification program shall be used to ensure standardized product quality for each item supplied and/or listed in the stock catalogs, regardless of supplier. The product quality shall be equal to that described in the pertinent item specification. Product characteristics shall be standardized to the extent that variations in flavor, odor, and texture will be minimized.

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- B. The prime vendor shall have a formal quality assurance program and a quality control manager that is responsible for oversight of the program. All aspects of quality as related to this subsistence prime vendor program shall be proactively monitored and evaluated by the prime vendor.
- C. The contractor shall develop and maintain a quality program for the product acquisition, warehousing and distribution to assure the following:
1. Standardized product quality;
  2. Wholesome product by veterinary standards;
  3. The usage of First-In, First-Out (FIFO) principles and/or First-Expired, First-Out (FEFO);
  4. Product shelf life is monitored;
  5. Items are free of damage;
  6. Items are segregated in OCONUS warehouses from commercial products
  7. Correct items and quantities are selected and delivered;
  8. Ensure requirements of the Berry Amendment are met, when applicable;
  9. Customer satisfaction is monitored;
  10. Product discrepancies and complaints are resolved and corrective action is initiated;
  11. Manufacturer, FDA, or DoD initiated food recalls are promptly reported to customers and DSCP;
  12. Compliance with EPA and OSHA requirements;
  13. Distressed or salvaged items or products shall not be used;
  14. Applicable food products delivered originate from a source listed as a Sanitarily Approved Food Establishment for Armed Forces Procurement;
  15. Hazard Analysis and Critical Control Point (HAACP), if applicable;
  16. Commercial standards are used to maintain temperatures appropriate for individual items.

**VII SANITARY CONDITIONS**

- A. Food Establishments.
1. All establishments and distributors furnishing subsistence items under DSCP contracts are subject to sanitation approval and surveillance as deemed appropriate by the Military Medical Service or by other Federal agencies recognized by the Military Medical Service. The government does not intend to make any award for, nor accept, any subsistence products manufactured, processed, or stored in a facility which fails to maintain acceptable levels of food safety and food defense, is operating under such unsanitary conditions as may lead to product contamination or adulteration constituting a health hazard, or which has not been listed in an appropriate government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the U.S. Army Veterinary Command (VETCOM) Circular 40-1, *Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement*, (Worldwide Directory) (available at: <https://vets.amedd.army.mil/vetcom>) Compliance with the current edition of DoD Military Standard 3006, *Sanitation Requirements for Food Establishments*, is mandatory for listing of establishments in the Worldwide Directory. Suppliers also agree to inform the contracting officer immediately upon notification that a facility is no longer sanitarily approved and/or removed from the Worldwide Directory and/or other Federal agency's listing, as indicated in paragraph (2)

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below. Suppliers also agree to inform the contracting officer when sanitary approval is regained and listing is reinstated.

2. Establishments furnishing the products listed below and appearing in the publications indicated need not be listed in the Worldwide Directory. Additional guidance on specific listing requirements for products/plants included in or exempt from listing is provided in Appendix A of the Worldwide Directory.
  - i. Meat and meat products and poultry and poultry products may be supplied from establishments which are currently listed in the “*Meat and Poultry Inspection Directory*”, published electronically by the U. S. Department of Agriculture, Food Safety and Inspection Service (USDA, FSIS) (available at: [http://www.fsis.usda.gov/Regulations/Meat\\_Poultry\\_Egg\\_Inspection\\_Directory/index.asp](http://www.fsis.usda.gov/Regulations/Meat_Poultry_Egg_Inspection_Directory/index.asp)). The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to the Federal Meat and Poultry Products Inspection Acts must be listed in the Worldwide Directory for those items.
  - ii. Intrastate commerce of Meat and meat products and poultry and poultry products for direct delivery to military installations within the same state (intrastate) may be supplied when the items are processed in establishments under state inspection programs certified by the USDA as being “at least equal to” the Federal Meat and Poultry Products Inspection Acts. The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.
  - iii. Shell eggs may be supplied from establishments listed in the “*List of Plants Operating under USDA Poultry and Egg Grading Programs*” published electronically by the USDA, Agriculture Marketing Service (AMS) (available at: <http://www.ams.usda.gov/POULTRY/Grading.htm>).
  - iv. Egg products (liquid, dehydrated, frozen) may be supplied from establishments listed in the “*Meat, Poultry and Egg Product Inspection Directory*” published electronically by the USDA FSIS (available at: [http://www.fsis.usda.gov/Regulations\\_&\\_Policies/Meat\\_Poultry\\_Egg\\_Inspection\\_Directory/index.asp](http://www.fsis.usda.gov/Regulations_&_Policies/Meat_Poultry_Egg_Inspection_Directory/index.asp)). All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.
  - v. Fish, fishery products, seafood, and seafood products may be supplied from establishments listed under “U.S. Establishments Approved For Sanitation And For Producing USDC Inspected Fishery Products” in the “*USDC Participants List for Firms, Facilities, and Products*”, published electronically by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration Fisheries (USDC, NOAA) (available at: [seafood.nmfs.noaa.gov](http://seafood.nmfs.noaa.gov)). All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the full name and address of the producing facility.



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- vi. Pasteurized Milk and milk products may be supplied from plants having a pasteurization plant compliance rating of 90 percent or higher, as certified by a state milk sanitation officer and listed in “*Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers*” (IMS), published electronically by the U.S. Department of Health and Human Services, Food and Drug Administration (USDHHS, FDA) (available at: <http://www.cfsan.fda.gov/~ear/ims-toc.html>). These plants may serve as sources of pasteurized milk and milk products as defined in Section I of the “*Grade ‘A’ Pasteurized Milk Ordinance*” (PMO) published electronically by the USDHHS, FDA (available at: <http://www.cfsan.fda.gov/~ear/pmo03toc.html>).
  - vii. Manufactured or processed dairy products only from plants listed in Section I of the “*Dairy Plants Surveyed and Approved for USDA Grading Service*”, published electronically by Dairy Grading Branch, AMS, USDA (available at: <http://www.ams.usda.gov/dairy/dypubs.htm>) may serve as sources of manufactured or processed dairy products as listed by the specific USDA product/operation code. Plants producing products not specifically listed by USDA product/operation code must be Worldwide Directory listed (i.e. plant is coded to produce cubed cheddar but not shredded cheddar; or, plant is coded for cubed cheddar but not cubed mozzarella). Plants listed in Section II and denoted as “P” codes (packaging and processing) must be Worldwide Directory listed.
  - viii. Oysters, clams and mussels from plants listed in the “*Interstate Certified Shellfish Shippers Lists*” (ICSSL), published electronically by the USDHHS, FDA (available at: <http://www.cfsan.fda.gov/~ear/shellfis.html>).
3. Establishments exempt from Worldwide Directory listing. Refer to AR 40-657/NAVSUPINST 4355.4F/MCO P1010.31G, *Veterinary/Medical Food Inspection and Laboratory Service*, for a list of establishment types that may be exempt from Worldwide Directory listing. (AR 40-657 is available from National Technical Information Service, 5285 Port Royal Road, Springfield, VA 22161; 1-800-553-6847; or download from web site: <http://www.usapa.army.mil/>.) For the most current listing of exempt plants/products see the Worldwide Directory (available at: <https://vets.amedd.army.mil/vetcom>).
  4. Subsistence items other than those exempt from listing in the Worldwide Directory, bearing labels reading “Distributed By”, “Manufactured For”, etc., are not acceptable unless the source of manufacturing/processing is indicated on the label or on accompanying shipment documentation.
  5. When the Military Medical Service or other Federal agency acceptable to the Military Medical Service determines the levels of food safety and food defense of the establishment or its products have or may lead to product contamination or adulteration, the contracting officer will suspend the work until such conditions are remedied to the satisfaction of the appropriate inspection agency. Suspension of the work shall not extend the life of the contract, nor shall it be considered sufficient cause for the contractor to request an extension of any delivery date. In the event the contractor fails to correct such objectionable conditions within the time specified by the contracting officer, the government shall have the right to terminate the contract in accordance with the termination for “Default” or termination for “Cause” clause of the contract.

**VIII. WAREHOUSING AND SANITATION PROGRAM/STORED PRODUCT PEST**

**PRIME VENDOR KOREA****MANAGEMENT**

The contractor shall develop and maintain a sanitation program and a stored product pest management program for the food and other co-located non-food items that comply with industry standard programs such as the Code of Federal Regulations, Title 21, Part 110, Food manufacturing Practices, the Federal Insecticide, Fungicide, and Rodenticide Act, the Food, Drug, and Cosmetic Act of 1938 as well as all pertinent state and local laws and regulations. Records of inspections performed by the firm, subcontractor, or recognized industry association shall be maintained and made available to the Government at the Contracting Officer's request. Any findings by the firm or its agent documenting a critical sanitation deficiency shall be reported immediately to the Contracting Officer with an attached report of corrective action.

**IX. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS**

Applicable food products, e.g. poultry, dairy and seafood items, delivered to customers listed in this solicitation, as well as any customer added item to the Prime Vendor Program, shall originate either from an establishment listed in the "Directory of Sanitarily Approved Food Establishments For Armed Forces Procurements", or one which has been inspected under the guidance of the United States Department of Commerce (USDC) or the United States department of Agriculture (USDA). For detailed information see Clause 52.246-9P31, "Sanitary Conditions", in this solicitation.

**X. PRIME VENDOR QUALITY SYSTEMS MANAGEMENT VISITS AND AUDITS****A. QUALITY SYSTEMS MANAGEMENT VISITS (QSMVs)**

The Supplier Support Division's audit personnel will conduct unannounced Quality Systems Management Visits (QSMVs) to review the PV's compliance with the terms of the contract. The visits will be scheduled as a result of unsatisfactory ratings received during DSCP PV Product Audits, customers' complaints, requests from the Contracting Officer, or as deemed necessary by the Government. QSMVs may include visits to subcontractors and/or product suppliers/food distributors used by the PV. If DSCP deems it necessary to conduct an on-site visit with a subcontractor, product supplier and/or food distributor used by the PV, the PV shall make arrangements for these visits. During the QSMV the Government may review/verify one, several or all of the following areas (this list is not inclusive) as deemed necessary: The methods and procedures used to comply with the terms of the contract; condition of storage facilities; product shelf-life management; inventory in-stock (age of product and condition, labeling, product rotation (FIFO), etc.); shelf life extensions; product substitutions; control of material targeted for destruction/disposal or to return to suppliers as a result of customers' returns including DSCP's PV audit results and other recalls; review of paperwork for product destroyed/condemned or returned to supplier including but not limited to product rated Blue/Red during the last DSCP audit, customer, returns, etc.; customer's notification on product recalls (product rated Blue/Red/other reason), etc; PV's response to customer returns/issues and visits to customers' locations. The QSMV may also include unannounced visits to customers served by the PV.

The Prime Vendor must provide the Government a report showing all DSCP catalog products sorted by location when the QSMV Team arrives.

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The Prime Vendor's technical proposal will be incorporated by reference into the contract. The PV will be responsible for complying with its technical proposal. Procedures and processes set forth in the Prime Vendor's technical proposal may be used as standards for a QSMV. If there is any conflict between the solicitation language and the prime vendor's technical proposal, the solicitation language governs.

The Prime Vendor must take corrective action to address any concerns identified as a result of the QSMV. Concerns identified during the QSMV, or PV failure to take corrective action in response to QSMV findings, will be grounds for terminating the PV contract. The government may, at its discretion, take other action to correct the concerns identified during the QSMV such as but not limited to unannounced QSMVs. Such action will not eliminate the government's right to terminate the PV contract should the identified concerns or PV failure to take corrective action continue.

**B. PV PRODUCT QUALITY AUDITS:****1. Basic Audits**

- a. The DSCP Worldwide Food Audit Program, covering all Food Classes within a Prime Vendor's catalog (Meat, Poultry, Seafood and Processed Products, and other items as deemed appropriate) functions as a Service and Quality Assurance check for our DoD customers to ensure the war fighters are receiving products of an optimum quality level. The audit objectives focus on the following to ensure:
  - i. Prime Vendor adherence to contract requirements
  - ii. The quality level of the materials supplied is satisfactory and uniform throughout the DSCP-FT Prime Vendor Regions.
  - iii. There is no product misrepresentation or unapproved substitution.
- b. The Audit objectives are accomplished utilizing the expertise of the U.S. Dept. of Agriculture (USDA) Agricultural Marketing Service (AMS) Meat, Poultry and Processed Products Graders, U.S. Dept. of Commerce (USDC) National Marine Fisheries Services and DSCP-FT Quality Assurance personnel. Representatives from the above agencies form the DSCP Worldwide Food Audit Team.
- c. Each Prime Vendor will undergo an initial audit once per contract period with the first audit occurring during the base period and other initial audits occurring once per option period. The Audits are conducted as a product cutting. The average cost of one Food Audit is approximately \$9,500.00 (product cost only). As a Prime Vendor you will be expected to provide samples of the government's choice of a cost of approximately \$9,500.00 per audit. The PV is required to provide the following support to the DSCP Audit Team: Personnel/equipment/camera to select separate/move/discard audit samples, monitor thawing of some products while at the PV facility and during the audit, and to take digital pictures during the audit. Additional, cost may be incurred by the PV if the PV's facility does not have a facility/kitchen or the equipment needed to perform the audit. NOTE: The Government reserves the right to conduct an Unannounced QSMV in lieu of an initial audit or other audits during the base period and/or any option period if deemed in the best interest of the Government.

**2. Audit Process**

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- a. The Prime Vendor will be given advanced notice of sixty (60) calendar days of an impending audit. The Government reserves the right to conduct unannounced food audits.
- b. DSCP Worldwide Food Audits are typically a three (3) day process. Day one is devoted to sample selection at the Prime Vendor's warehouse. Day two and three encompass the performance of the actual audit.
- c. Once an audit has been scheduled, the DSCP Lead Auditor will arrive at the Prime Vendor's warehouse on day one and provide a list of items identified for evaluation and select items to be inspected during the course of the audit.
- d. Items selected for evaluation will be segregated from the Prime Vendor's regular inventory and appropriate procedures shall be used to maintain the integrity of the samples. Evidence that the Prime Vendor has replaced or tampered with samples, or otherwise interfered with the audit samples and/or audit process will result in the PV failing the audit. One or more audit failures may be grounds for terminating the contract.
- e. During the Audit (days two and three), the DSCP Quality Assurance Representative will assign an item rating based on compliance with or departure from stated requirements as specified in the DSCP NSN, LSN, or NAPA catalogs. Items will also be audited to determine compliance with the Berry Amendment, approved source requirements, FDA Retail Food Code, USDA Warehousing Standards, Good Manufacturing Practice, additional provisions of the Code of Federal Regulations and other applicable standards.
- f. Deviations from the contract or stock number requirements will be color coded and classified based on the severity of departure from requirements as follows:

**PV PRODUT AUDIT RATINGS (COLOR CODE RATING SYMBOLOGY)**

**ACCEPTABLE (GREEN)** = Acceptable. No deviations from the contract or the item description stock number requirements.

**MINOR NONCONFORMANCE (YELLOW)** = Not fully acceptable. A Minor nonconformance is a deviation from the contract or the item description stock number requirements. This minor nonconformance is not likely to materially reduce the usability or serviceability of the item for its intended purpose or affect its condition and/or the continued storage of the item for further use. Examples of minor nonconformances: Cataloging issues; Minor workmanship/fabrication violations; Minor weight/portion control violations; Items that exhibit very slight freezer burn or dehydration on some sample units; Minor workmanship/fabrication or minor weight issues; Minor deviations from packing, packaging, labeling and marking requirements that would not necessitate a regulatory market suspension or affect DSCP's ability to recall the item. **ACTION REQUIRED:** This nonconformance requires attention from the

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PV. Minor nonconformances may be tolerated by the customer for a short period of time (until the PV receives a new product at OCONUS but for no more than 30 days at CONUS locations).

**MAJOR NONCONFORMANCE (BLUE)** = A major nonconformance, other than critical, is a deviation from the contract or the item description stock number requirements. This major nonconformance is a deviation that materially affects or is likely to have a major affect on the serviceability, usability, condition and/or continued storage of an item for further use. Examples of major nonconformance's: Domestic source/regulatory/approved source violations; Wrong item; Grade failures or mismatch; Major workmanship/fabrication violations; Major weight/portion control violations; Item shelf life/ expiration date violations; Not latest season pack/crop year violations; Items that exhibit major freezer burn or dehydration, temperature abuse, and/or other off condition that although not likely to result in hazardous or unsafe conditions, the defect and/or combination of defects materially affect the item serviceability for its intended purpose and/or prevents the performance and production of an end item/meal by the customer; and/or major deviations from packing, packaging, labeling and markings that would necessitate a regulatory market suspension or have a major affect on DSCP's ability to recall the product. **ACTION REQUIRED:** PV is required to STOP ISSUE of the item, unless otherwise approved by the Contracting Officer.

**CRITICAL NONCONFORMANCE (RED)** = A critical nonconformance is a deviation that judgment and experience indicate consumption of the item is likely to result in hazardous or unsafe conditions for individuals. An item will receive a Red Rating if it contains a critical defect(s) that involve food safety issues such as wholesomeness, foreign material, contamination or adulteration issues that judgment and experience indicate consumption of the item is likely to result in hazardous or unsafe conditions for individuals. Examples of critical nonconformance's: Items with food safety concerns are those items that exhibit decomposition, contamination, foreign material, and/or other conditions that render an item unfit for human consumption. **ACTION REQUIRED:** PV is required to STOP ISSUE of the item, immediately NOTIFY DOD CUSTOMERS, REQUEST RETURN of the item in question, and notify supplier/producer of the item (if applicable).

**NOTES:**

**1/ MAJOR NONCONFORMANCE (BLUE)** = In PV OCONUS locations only, the Contracting Officer may approve continue issue of the item because of location extenuating circumstances and on a case-by-case basis. This approval is depending on the type and severity of the deviation, DSCP-FTSB' Lead Auditor recommendation, customer approval, and if the same item and/or a substitute of equal/higher technical quality is Not-in-Stock at OCONUS location. Continue issue of the item may require and include PV screening/rework of the nonconforming item and follow-up Government inspection/audit to verify action taken by the PV (at no cost to the Government for inspection/travel costs). At CONUS/OCONUS locations, only the Contracting Officer, not the customer or the Lead Auditor, has the authority to accept wrong items (not meeting item description cited in DSCP catalogs). The

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Rating assigned to the item WILL NOT be changed by the Lead Auditor because of acceptance with a waiver/rework/repair of the item in question. The DSCP Food Safety Office (DSCP-FTW), at the request of the Contracting Officer, may issue a restricted (to DSCP customers only) a Hazardous Food Recall for all those items originating from an unapproved source and distributed to DSCP customers worldwide.

**2/ CRITICAL NONCONFORMANCE (RED)** = The DSCP Food Safety Office (DSCP-FTW) will issue a Hazardous Food Recall for all critical nonconformance's involving items with food safety concerns that render an item unfit for human consumption or may present a health hazard for DOD customers. If applicable, the Contracting Officer should suggest suppliers/producers of the item to review shipping documents to ensure the same item was not delivered to other DOD customers.

### 3. Prime Vendor Audit Preparation

The PV is responsible and will bear all costs for the facility and the equipment/supplies used during the audit. Immediately upon receipt of the audit notification, the PV shall make arrangements to use their normal product cutting room/kitchen (if adequate) or find another facility for the audit. If there is no space available at the PV facility or the space is inadequate other arrangements must be made by the PV. The room must be equipped with running water. Clean up of the cutting area/room and continuous clean up of equipment will be the PV's responsibility. The PV must call the Lead Auditor to discuss the location, adequacy of the facility, and equipment available as soon as possible but no later than 45 Calendar days prior to the audit. The following is the list of equipment needed:

- (1) Freezer storage area to store samples selected
- (2) Chill area for tempering product for approximately 10 + pallets
- (3) Tables for conducting the audit and demonstration.
- (4) Sinks/wash area equipped with sanitizing soap for cleaning knives and equipment.
- (5) Water jet spray attachment for the sink
- (6) Pans or work area in close proximity to a sink area to drain/purge from packaged product.
- (7) Deep fat fryer.
- (8) Microwave.
- (9) Calibrated scales – A scale capable of weighting portion control items and roasts; a large scale capable of weighting large cases (weighing up to 70 pounds); a digital portion scale capable of weighting in ounces and grams.
- (10) A minimum of 10 large flat baking sheet pans, plastic trays or some type of tubs to place thawed meats.
- (11) Cart to move samples around.
- (12) Cutting boards (two or three)
- (13) Large trash cans with bags.
- (14) Power hook-up for 3-4 computers
- (15) Access to a copy machine
- (16) Small box for ground beef samples (Approx. 10 oz) and dry ice or cold packs for mailing.

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- (17) Miscellaneous supplies: Paper towels; heavy-duty plastic bags; one box of large latex gloves; paper flip chart/easel with markers (RED, BLUE, ORANGE, GREEN, BLACK); cellophane tape;
- (18) Optional but considered highly desirable: Cloth towels and floor covering to maintain clean and sanitary floor areas.
- (19) A camera and a person to take digital pictures during the audit. A copy of the pictures will be emailed to the DSCP Lead Auditor at the end of the audit.

**4. Sample List/Selection of Samples**

The FTSB's Lead Auditor will provide a list of sample items upon arrival at the PV facility. Two samples for each item will be selected. A pick list/picker stickers, six month velocity or usage report, and an on-hand inventory quantity report (i.e. number of cases on hand) should be developed for each item after receipt of the list. In addition, since all Seafood items are required to originate from an approved domestic source, copies of certificates/documentation for these items and any item on the list that is required to be certified must be available for review upon arrival at the facility. Warehousing assistance will be required to pull and prepare samples for the audit. Assistance with moving samples from the storage areas to the audit area and also continuous removal of items after review will be required on audit days. Some samples will require tempering/thawing. An area will need to be provided for the sample tempering process with a capacity for at least 10 or more single layer pallets side by side. In order to rapidly temper these items the warmest area at the facility will be needed. Upon tempering the items will need to be placed in a chilled environment. All samples must be stored in controlled conditions to protect from abuse or tampering. The meat audit items (approx. 13-20) will be primarily Center of the Plate –Beef and Pork- Steaks, Roasts, Chops, Diced, and Ground items. Ground Beef Bulk and Patties will be sent to the USDA laboratory for Analytical testing- Fat only. The PV will need to arrange for the shipping of the samples approximately 4 ounces. Except in OCONUS areas where prohibition exists or it is impractical. The seafood items (approx. 13-20) will consist of Fish - Portions, Sticks, Fillets, and Steaks, Shrimp, Lobster, Crab, Clam, Oyster, and Crawfish. Poultry items (approx. 13-20) will also be center of the plate items. Processed Products Fruit and Vegetable will consist of approximately 13-20 Items. Additionally, the PV will need to provide a camera and a person to take digital pictures during the audit. Copies of the pictures are required to be e-mailed to the DSCP Lead Auditor at the end of the audit.

**5. Audit Results**

The audit results are performance indicators that will be used in conjunction with a firm's past performance. DSCP considers 85% acceptability for each category (Meats, Poultry, Seafood, and Processed Products) as the minimum standard for acceptable performance. Prime Vendors will be given a detailed report on each product reviewed. It will be the Prime Vendor's responsibility to take immediate action to correct any deficiency uncovered during the audit. Corrective action must include action to address the deficiency and the system which allowed the deficiency to occur. Audit failures and/or failure to take corrective action will be grounds for terminating the contract.

**6. Follow-Up Audits**

Follow up audits may be scheduled within a one-year period of the initial audit as deemed necessary by the Government. Grounds for follow-up audits include but are not limited to failure to obtain an acceptable rating (<85%) in one or more commodities, repetitive failures, and customer complaints. All samples, audit facility, and equipment/supplies needed for the follow-up, same as indicated above for the initial audit, are to be at the expense of the Prime Vendor.

#### 7. Audit Failures

As noted herein, audit failures and/or failure to take corrective action will be grounds for terminating the contract. The government may, at its discretion, take other action to address the audit failure such as, but not limited to unannounced QSMVs or follow-up audits. Such action will not eliminate the government's right to terminate the PV contract should the deficiency or system which allowed the deficiency to occur remain uncorrected.

### **XI. JUICE AND DRINK DISPENSERS**

- A. When requested, the contractor is required to furnish beverage dispensing machines and beverage products, as specified herein. The cost and upkeep of the machines consisting of, but not limited to, labor, transportation, and supplies required to repair and maintain the equipment, shall be the sole responsibility of the contractor.
- B. The contractor shall furnish mechanically refrigerated dispensing machines and heads suitable for use with the contractor's bag-in-the-box juices and drinks. A sufficient number of machines and dispensing heads shall be installed in the customer's facility to accommodate the specific needs of each ordering activity.
- C. The contractor will provide a technically qualified service representative to perform monthly maintenance and quality control inspections on each dispensing system. If more frequent maintenance is deemed necessary, the Prime Vendor must provide this additional service at no additional cost.
- D. Any equipment or material furnished by the Prime Vendor shall remain the property of the vendor and must be returned to the vendor at the conclusion of the contract in the same condition in which it was received.

### **XII. HOT SOUP, MASHED POTATO AND CEREAL DISPENSERS**

- A. When requested, the Prime Vendor shall furnish hot soup, mashed potato and cereal dispensers suitable for types of items needed as requested by the customer. Maintenance or replacement shall be in accordance with normal commercial practice. The Prime Vendor will be responsible for the cost of the dispensers.

### **XIII. BRAND NAME ITEMS**

- A. Based on the ordering habits of the customers listed in this solicitation, the current Schedule of Items and total catalog includes numerous Brand Name items. These are items whose



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manufacturers have offered the Government a discount under the NAPA Program, and which the customers have expressed a preference for, and shall be included in the catalog at the customer's request. This does not preclude future catalog changes during the life of the contract to add competing products based on added value to the customer.

- B. Offerors are required to submit pricing on the specific Brand Name item listed in the item description, if applicable.

**PACKAGING AND MARKING****I. PACKAGING, PACKING, AND LABELING**

- A. All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug and Cosmetic Act and regulations promulgated there under. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code. The prime vendor shall be responsible for abiding to any applicable packaging, packing, and marking regulations of the various countries in/through which product will be stored/transported.
- B. Semi-perishable items shall be snugly packed in shipping containers that fully comply with the National Motor Freight Classification and Uniform Freight Classification Code, as applicable.
- C. All meats, poultry, and seafood will be vacuum packed when practicable. In all instances the packaging must protect the product from freezer burn and contamination.
- D. Frozen product must be processed and packed to allow removal of the individual units from the container without damage to that or other units. The intent is to be able to remove only that amount of product required for current needs, without the necessity of defrosting all units.
- E. Chill and freeze products must be shipped in refrigerated (Reefer) Vans and appropriately separated per temperature requirements.

**II. MARKINGS**

- A. To ensure that the carrier and the receiving activity properly handle and store items, standard commercial precautionary markings such as "KEEP FROZEN", "KEEP REFRIGERATED", etc. shall be used on all cases when appropriate.
- B. To the maximum extent possible, nutritional and ingredient labels shall be placed on the individual package.
- C. Any delivered product not labeled with the name and address of the manufacturing establishment must be identified as to its manufacturer by "timely" advance written notice to each installation's officer in charge of food service (e.g. Installation Food Advisor (IFA)). The listing is requested in alphabetical order in respect to the shipping container nomenclature. This listing must be kept current and provided to each Installation's Food Advisor, Food Service Officer, or FSC on a quarterly basis.

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- D. **CODE DATES:** All products shall be identified with readable (open code dates). All products delivered by the Prime Vendor will have an “open coded” (month/year) “Date of Pack” (DOP) and an “open coded” “Best When Used By Date”, “Sell by Date”, date of production, date of processing/pasteurization or similar marking indicating the end of the guaranteed freshness date. If the product manufacturers/producers do not use open code dating the PV should request labeling with open code dates or shall use the origin manufacturers/producers Product Code Key to decode the item shelf life information, decode the closed code date, and must apply the open code date to their own label.
- E. **TRACEABILITY REQUIREMENTS FOR PRIME VENDORS OR PV’S SUPPLIERS RE-PACKAGING AND RE-LABELING PRODUCTS**

If the PV removes the item from the manufacturer’s original packaging/shipping container and re-packages/re-labels an item, documentation must be maintained to trace the item back to the original producer/packer in case of a hazardous food recall or an item is rated Red/Critical during a DSCP audit. The PV shall maintain or request from their suppliers documentation/certificates containing the following information: Item nomenclature, name and number of establishment, location, country of origin, date of production/pack (DOP), lot number, etc. If processing/production/packaging of the item occurred in more than one establishment, documentation for each item must also be maintained/provided. These records must maintain traceability of the item to the extent that a lot number/DOP/Code Date of an item can be traced back to the original manufacturers/producers of an end item. The manufacturer/producer and/or the PV’s item label shall clearly identify the item(s) shelf life information (using an open code date) on the exterior of each case. In addition, the PV must maintain records of quantities and when and where the re-packaged/re-labeled item(s) were shipped. The PV must be able to show/provide DSCP Quality Auditors the documentation for samples selected during PV Product Quality Audits or Unannounced Quality Systems Management Visits (QSMVs). It is the PV’s responsibility to notify and ensure their suppliers understand and comply with this requirement.

The above requirements are necessary in the event of a food recall (i.e., ALFOODACT) of potentially hazardous products when a recall is issued by a Regulatory Agency and for the PV to isolate suspected items in order to notify customers in an expeditious manner whenever products are rated “Red/Critical” during a DSCP audit. The above requirements serve two main purposes: (1) To protect DSCP’s customers and expeditiously notify them in case of accidental or intentional tempering/contamination and/or to prevent consumption of unsafe/hazardous products and (2) To maintain traceability of re-packaged/re-labeled items in order to verify country of origin, approved source requirement during the shelf life cycle of the item in the PV storage and the customer's receipt/storage of the item in order to expedite the recall process for all suspected items intended for DSCP’s customers

**III. UNITIZATION**

- A. For delivery (loading onto customer vehicle) to the customer, all cases of product must be palletized. The type of pallet may be a two-way entry wing type pallet or a standard commercial wood or plywood 4-way entry, double winged or flush type pallet. If the type of pallet is a commercial wood wing, the pallet dimensions are 40”X48”X48” or 48”X40”X48”. If using a standard commercial pallet the maximum height should not exceed 54”, including the pallet. A bottom pad, 40”X48”, of commercial fiberboard shall be positioned on the pallet before loading the pallet.

## PRIME VENDOR KOREA

- B. Cases may be mixed on the pallet, but are to be skillfully built as to allow the receiver to out check/in check all items on that pallet.

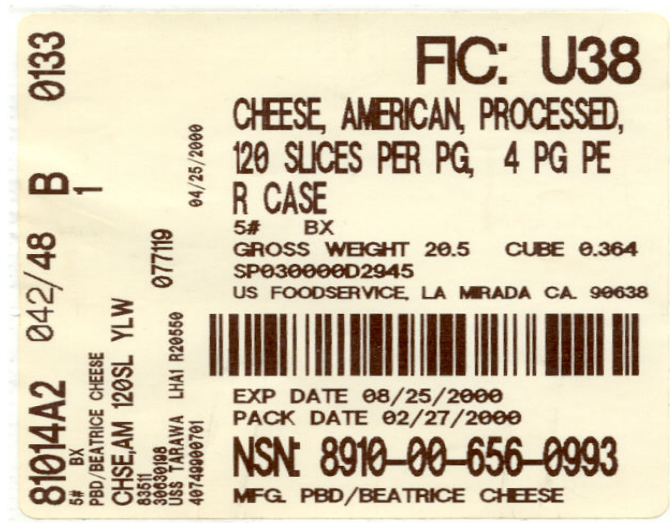
**IV. PACKAGING, PACKING, LABELING, MARKINGS AND PALLETIZATION FOR NAVY SHIPS**

- A. All packaging and packing shall be in accordance with good commercial practice, except as stated in paragraph E. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code. Labeling shall be in accordance with clause 52.246-9P31. In addition, cases require labels which must include the DoD Stock Number, Item Nomenclature, Funding Information Code (FIC), Case Weight, Case Cube, Bar Code, Unit Pack, Lot Number, Unit of Issue, Date of Pack, Quantity, "Best When Used By Date, or similar marking indicating the end of guaranteed freshness date (see enclosed sample label). The Dates of Pack and Best When Used By must be "in the clear" (open coded) and easily visible. Item nomenclature shall be sufficient to identify the item, the DoD unit of issue may be found in the schedule of items. **It is mandatory that a label containing this information be adhered to every case delivered.**
- B. The Navy has incorporated a new initiative that adds a bar code of the National Stock Number (NSN) to the label. The bar code is used to receipt product at time of delivery. In addition to the information listed above, the Prime Vendor must provide a bar code on the case label by using the following:
1. Checkmate Inventory for Windows
  2. The Prime Vendor catalog will be published on the SALTS Web Page:  
(<http://www.salts.navy.mil/downloads/dpsc/dpsc.html#PrimeVendorCatalogs>)

The label shall be placed on each case so that the bar code is not wrinkled, wet or wrapped around case corners. It must be suitable for accurate and quick scanning and must include:

1. Requisition or Purchase Order number
2. The NSN represented in both human readable and bar coded format. This format shall be Code 128 with no less than 7.5 mil bar. Approximate size to be 3" long by 1/2" tall.
3. Human readable Funding Information Code (FIC).
4. When the weight of a packaged item is random or catch-weight, the weight must appear on the label.

The following sample label is provided. Actual labels must AT LEAST be the same size as the sample. (Approximately 4" X 4")



To ensure that the carrier and the receiving activity properly handle and store items, standard commercial precautionary markings such as “KEEP FROZEN”, “KEEP REFRIGERATED”, etc. shall be used on all cases when appropriate.

All products delivered by the Prime Vendor will have an “open coded” (month/year) “Date of Pack” (DOP) and an “open coded” “Best When Used By Date”, “Sell by Date”, date of production, date of processing/pasteurization or similar marking indicating the end of the guaranteed freshness date.

All beef, pork, lamb, and veal items shall be packaged in a vacuum process, gas flushed and wrapped in polyethylene wrapping, or vacuum packed and received in a frozen state. All poultry and seafood items are to be received in a frozen state. Commercial cartons will be used for all boxed items. **The Prime Vendor should maximize the use of commercial packing that employs sturdy containers and head space no greater than one half (1/2) inch. Case weights should not exceed sixty (60) pounds.** Case weights for high volume items should not be less than forty (40) pounds. These items will be identified at cataloging. Clarification and changes of high volume items will continue throughout the life of this contract.

- C. PACKAGING FOR SHIPBOARD STOWAGE MAY REQUIRE DEVIATION FROM STANDARD COMMERCIAL PACK. PRODUCT SHOULD BE SNUGLY PACKED WITH NO MORE THAN ONE HALF INCH OF HEADSPACE.
- D. Commercial cartons that fail to hold up under ship board stowage conditions must be changed to ensure product durability.

**NOTE:** Frozen product must be processed and packed to allow removal of the individual units from the container without damage to that or other units. The intent is to be able to remove only that amount of product required for current needs, without the necessity of defrosting.

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- E. The Prime Vendor shall use standard commercial pallets and the maximum height should not exceed 54 inches, including the pallet. All pallets must be shrink wrapped. Pallet retrieval, and all associated costs, shall be the responsibility of the Prime Vendor.

**V. PALLETIZATION**

- A. All prime vendor shipments must be palletized in accordance with good commercial practices. The Prime Vendor is responsible for the purchase of all pallets. Where practical, pallet exchange programs will be implemented by customers. Pallets may not always be returned on a 1 to 1 basis. This does not relieve the contractor from delivering products on the proper type pallet. Pallet retrieval and all associated costs shall be the responsibility of the Prime Vendor.
- B. Cases may be mixed on the pallet, but are to be skillfully built as to allow the receiver to out check/in check all items on that pallet.

**INSPECTION AND ACCEPTANCE****I. INSPECTION AND ACCEPTANCE**

- A. FOB Destination Shipments: (All shipments, unless otherwise specified by the Contracting Officer).

Inspection and acceptance of products will be performed at destination. The inspection is normally limited to identify, count and condition; however, this may be expanded if deemed necessary by either the military Veterinary Inspector, Dining Facility Manager, Food Service Advisor/Officer, or the Contracting Officer.

The Prime Vendor's delivery vehicles shall be equipped to maintain the appropriate temperatures and product segregation as necessary to deliver products at the proper temperature. Deliveries shall be made in clean, closed vehicles. When transporting food items, the vehicles shall be maintained in good sanitary condition to prevent contamination of the material. Delivery vehicles used to deliver items under this contract shall be subject to military veterinary inspection at destination. In addition, the delivery vehicles will be inspected for cleanliness and condition.

The authorized receiving official at each delivery point is responsible for inspecting and accepting products as they are delivered. The delivery ticket shall not be signed prior to the inspection of each product. All overages/shortages/returns are to be noted on the delivery ticket by the receiving official and truck driver. A signature on the delivery ticket denotes acceptance of the product.

The contractor shall forward three (3) copies of the delivery ticket with the shipment. The receiving official will use the delivery ticket as the receipt document. Two (2) copies of the signed and annotated delivery ticket will serve as the acceptance document. No invoice may be submitted for payment until acceptance is verified.

- B. FOB Origin Shipments: (Only when specified by the Contracting Officer)

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Inspection and acceptance of products will be performed at the prime vendors CONUS distribution point by a prime vendor paid USDA official. Inspection will normally be limited to identity, count, and condition.

The USDA official will sign the prime vendor prepared DD Form 250 form denoting acceptance of the product by the government. Invoices matching the DD250 quantities along with a copy of the DD250 will be express mailed by the prime vendor to both DSCP and the end customer.

**II. WARRANTIES**

The supplies furnished under the resultant contract(s) shall be covered by the most favorable commercial warranties that the contractor gives to any customer. The supplies and the rights and remedies provided therein are in addition to, and do not limit, any rights afforded to the Government by Clause 52.212-4(o) "Warranty", "Contract Terms and Conditions-Commercial Items" contained in the solicitation.

**III. DELIVERY TEMPERATURES, SHIPPING AND STORAGE REQUIREMENTS**

The Prime Vendor is responsible for proper product storage, segregation and delivery of product in excellent condition. The following will apply:

- A. In order for frozen items to be accepted by the receiving activity, the following criteria must be observed:
  - 1. Packages must be solid, not soft, upon arrival;
  - 2. Container and wrapping must be intact and in a solid condition;
  - 3. Packages must be free of drip and show no evidence of thawing and re-freezing (i.e. watermarks on boxes; off odor) or dehydration.
  - 4. Cello wrapped packages will not be discolored or show other signs of freezer burn.
- B. Items requiring "Protection from Heat" shall be stored and delivered at a temperature below 70 degrees Fahrenheit or less.
- C. Items requiring chilled conditions shall be stored and delivered under refrigeration of 32 to 40 degrees Fahrenheit.
- D. For ice cream, the recommended storage and delivery temperature is -10 degrees Fahrenheit and the temperature should not exceed 0 degrees Fahrenheit.
- E. Containers and wrapping must be intact and not damaged. Packages will be free of dripping and show no evidence indicating that the contents have thawed, been refrozen, freezer burned, etc. Packages must show no evidence of dehydration.

**IV. REJECTION PROCEDURES**

- A. If product is determined to be defective, damaged, and/or compromised in any other manner, it may be rejected by the receiving official.

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- B. When product is found to be non-conforming or damaged, or otherwise suspect, the Veterinary Inspector shall notify the responsible Food Service Officer.

The Food Service Officer shall inspect and determine the course of action to be taken with the product in question. If present, the contractor representative may be consulted. The final decision is to be made by the Food Service Officer and/or his/her representative.

- C. In the event an item is rejected, the delivery ticket/invoice shall be annotated as to the item(s) rejected. These items shall then be deducted from the delivery ticket/invoice. The invoice total must be adjusted to reflect the correct dollar value of the shipment. Replacements will be authorized based on the customer's needs. To the greatest extent possible, on an as-needed, emergency basis, same day re-delivery of items that were previously rejected shall be made, so that the customer's food service requirements do not go unfulfilled for that day. The re-delivered items will be delivered under a separate invoice utilizing the same call number, CLIN number, and purchase order number for the discrepant line. These re-deliveries will not constitute an emergency requirement and therefore will have no additional charges.
- D. In the event that a product is rejected after initial delivery is made, the Prime Vendor may be required to pick up, or the customer may agree to dispose of the rejected product. Credit due to the ordering activity as a result of the rejected product being returned, will be handled through a receipts adjustment process in STORES. If the vendor has already been paid for the product, a claim will be issued through DSCP's financial system. In all cases, one (1) copy of the credit memo is to be given to the customer and one (1) copy of the credit memo is to be sent to the DSCP Acquisition Specialist.

If a customer requires a one-to-one replacement, no additional paperwork is necessary. The vendor delivery ticket/invoice will show that product is a replacement for rejected item. The invoice shall reference the call number, CLIN number, and purchase order number of the originally ordered product.

- E. It is a requirement of this solicitation that product shall be inspected upon receipt as promptly as practicable. However, failure to promptly inspect or accept supplies shall not relieve the contractor from responsibility, nor impose liability on any of the customers, for nonconforming supplies.
- F. Supplies transported in vehicles which are not sanitary, or which are not equipped to maintain prescribed temperatures, may be rejected without further inspection.

**DELIVERIES AND PERFORMANCE****I. CONTRACTOR ACCOUNTABILITY**

In keeping with United States commitments to insure that products imported into foreign countries for use by the United States Armed Forces is not converted to other use, the Prime Vendor is responsible to develop and implement a system to insure accountability of products procured by the United States under this contract. Furthermore, Prime Vendor is required to segregate Government stocks from commercial stocks during OCONUS warehousing and shipping.

**PRIME VENDOR KOREA****II. CONTRACT IMPLEMENTATION/EFFECTIVE PERIOD**

- A. In the event that follow on contract is awarded to a firm other than the incumbent Prime Vendor, the Government intends to: (i) make award approximately 150 days prior to expiration date of the incumbent contract, (ii) establish a time phased transition schedule during the incumbent contract's final 150 days of operation, and (iii) to phase in customer ordering points to the new Prime Vendor on a schedule that is in the best interest of the Government. During the implementation period, the incumbent Prime Vendor will remain the principal source of food and non-food supplies. Performance failure during this period may result in the contract termination for cause. The order of precedence for customer support is (1) the incumbent Prime Vendor and (2) the New Prime Vendor.
- B. Within (14) days after notification of award, the outgoing incumbent Prime Vendor will submit to their respective Contracting Officer a proposed ramp-down schedule to include a Total Asset Visibility (TAV) Report. This report must show, by item and quantity, the location of each product in its residual inventory, whether on order, in the PV's CONUS warehouse, in transit, or in the PV's OCONUS warehouse. In addition, the incumbent Prime Vendor must submit with this report the remaining shelf life for all residual inventory and the appropriate average monthly demands (AMD) with respect to each product in its residual inventory. Upon receipt /review/discussion, the Contracting Officer will assist the new Prime Vendor with forecasting levels and the ramp-up phase shall begin. The Government will avert significant and additional over-ocean transportation charges if the new Prime Vendor considers purchasing residual levels of inventory from the incumbent as an initial basis for creating a total asset pipeline.
- C. The new Prime Vendor shall submit a proposed implementation schedule to the Contracting Officer within fourteen (14) days after award highlighting the steps that will be taken to implement a fully functional distribution account, including all EDI transactions (and testing), for all customers covered by this solicitation. At least (60) days prior to implementation, the new Prime Vendor shall be required to establish fully functional catalogs and have its distribution systems in place, including all EDI support systems, for all customers under their respective contract(s). At 45 days prior to implementation, the new PV will submit its first Total Asset Visibility (TAV) Report to the Contracting Officer. This report must show, by item and quantity, the location of each product in its residual inventory, whether on order, in the PV's CONUS warehouse, in transit, or in the PV's OCONUS warehouse. The new Prime Vendor shall be fully prepared to support all customers under the contract at least 30 days prior to expiration date of the incumbent contract. It is the Government's intent to have all orders placed under the new Prime Vendor contract when the incumbent contract expires. However, the Government reserves the right to phase in customer ordering points on a schedule that is in the best interest of the Government.
- D. The effective date of the contracts shall be the first day that one or more facilities place an order under the contract after the 60 day ramp-up period. In order to take into account the implementation period described above, the contracts shall begin on the date of award. Notwithstanding the contract's date of award, the effective base period shall begin on the date of the first ordering under the contract(s) after the 60 day ramp-up period and shall end one (1) year later. This means that the contract's base period may exceed one year when the time permitted for implementation is taken into consideration. Thereafter, each option period, if exercised, will begin on the anniversary of the base ordering period ending date. There are four (4) potential option periods.



**PRIME VENDOR KOREA****III. ITEM AVAILABILITY**

Items must be stocked in sufficient quantities to fill all ordering activity requirements. Surges in demand must be taken into consideration when determining stocking procedures. Also, lead times from CONUS to OCONUS must be considered.

**IV. DELIVERY INSTRUCTIONS**

- A. Deliveries shall be F.O.B. destination to all ordering activities and delivery points. All items will be delivered to customer locations, free of damage, with all packaging and packing intact. The contractor shall remove all excess pallets used for delivery from the OCONUS customer's location. No pallet exchange programs will be available for the customers listed in this solicitation.
- B. Installation delivery routes and stop-off sequence will be coordinated and verified with the installations on a post award basis by the awardee(s).
- C. All deliveries are subject to military inspection at destination. Delivery vehicles may be required to stop at a central location for inspection before proceeding to the assigned delivery point(s). Additionally, upon completing the delivery (or deliveries) and before the carrier leaves the installation, copies of the invoices may be required to be delivered to a central "Accounting Office" activity on the installation after all drops have been made and prior to the carrier's departure from the installation.

As described and detailed in this solicitation, all inspections by US Army Veterinary Service shall be conducted in accordance with 48 CFR Part 246, Army Regulation (AR) 40-657, AR 40-656, and any other rule, regulation, or standard food inspection policy applicable to the Subsistence Prime Vendor operating within this geographic area as may be established from time to time by any Department of Defense entity (e.g., CENTCOM). Any and all inspection determinations made by the US Army Veterinary Service shall be final.

- D. Specific delivery point information is provided below. Some installations have more than one delivery point. Awardee must provide expeditious off-loading and delivery to the customer and ensure that the personnel loading and delivering the product provide prompt and efficient service to the customer.
- E. Products for individual customers/dining facilities must be segregated. Many of the military bases have more than one delivery point. All products shall be segregated by drop-off point. The intent is to provide expeditious off-loading and delivery to the customer.
- F. The offeror shall also ensure that the personnel loading and delivering the product provide prompt and efficient service to the customer. Drivers should carry picture ID's, and comply with any internal ID and security requirements of the specific site. Trucks should also be properly registered with each activity to ensure smooth admission to the compound, while fully honoring all in-house security protection measures of the military activities.
- G. **DELIVERY POINTS AND REQUIREMENTS**

The list below details each of the facilities that will require deliveries.

	DoDAAC	Mailing Address	Delivery Address	POC	Delivery Information
1	UIDF02	Dining Facility 501 <sup>st</sup> Consolidated, Camp Stanley Unit #15132 APO AP 96257-0236	Bldg. S-2449	Food Operation Sergeant Phone: 732-5494	- Normal Hours for Delivery: Mondays, Wednesdays and Fridays between 0800-1100 and 1300 – 1700 hours  - Special Notes/Instructions: Dock, approx. 5 ft high. Side road access. Back in.
2	UIDF03	Dining Facility 21D MAIN (CG Mess), Camp Red Cloud Unit #15041 APO AP 96258-0289	Bldg. S-109	Food Operation Sergeant Phone: 732-6372	- Normal Hours for Delivery: Mondays, Wednesdays and Fridays between 0800 - 1100 and 1300 - 1700 hours.  - Special Notes/ Instructions: No dock, off load to ground. Limited space. Back in.
3	UIDF05	Dining Facility FIRES BDE FA, Camp Stanley Unit #15405 APO AP 96257- 0237	Bldg. S-2915	Food Operation Sergeant Phone: 732-5661	- Normal Hours for Delivery: Mondays, Wednesdays and Fridays between 0800 - 1100 and 1300 - 1700 hours. -Special Notes/Instructions: No dock, off load to ground. Large drive-through area. Back in.
4	UIDF08	Dining Facility NCO Academy, Camp Jackson Unit #15351 APO AP 96258-0208	Bldg. S-2147	Food Operation Sergeant Phone: 732-6564	- Normal Hours for Delivery: Mondays, Wednesdays and Fridays between 0800 – 1100 and 1300 – 1700 hours - Special Notes/Instructions: No dock, off load to ground. Drive by road access. No backing in.
5	UIDF12	Dining Facility HHSC STB SIG CRC, Camp Red Cloud Unit #15707 APO AP 96258-0707	Bldg S-230	Food Operation Sergeant Phone: 732- 6468/7566/6100	- Normal Hours for Delivery: Mondays, Wednesday and Fridays between 0800 -1100 and 1300-1700 hours. - Special Notes/Instructions: Dock, approx. 5 ft high. Large drive (through) area. Back in.
6	UIDF13	Dining Facility MFSC 702 <sup>nd</sup> BSB, Camp Castle Unit #15046	Bldg. S-2974	Food Operation Sergeant Phone: 730-3877	- Normal Hours for Delivery: Mondays, Wednesdays and Fridays between 0800 - 1100 and

		APO AP 96224-0299			1300 - 1700 hours.  - Special Notes/Instructions: No dock, off load to ground. Limited space, side road (gravel) access.
7	UIDF15	Dining Facility HHD, 302 <sup>nd</sup> BSB, Camp Casey Unit #15093 APO AP 96224-0351	Bldg. S-747	Food Operation Sergeant Phone: 730-4028	- Normal Hours for Delivery: Mondays, Wednesdays and Fridays between 0800 - 1100 and 1300 - 1700 hours.  - Special Notes/Instructions: Dock, approx. 5 ft high. Access off side road. Back in.
8	UID16	Dining Facility 302 <sup>nd</sup> BSB Casey Main, Cp Casey Unit #15048 APO AP 96224-0309	Bldg. S-2392	Food Operation Sergeant Phone: 730- 4636/4634	- Normal Hours for Delivery: Mondays, Wednesdays and Fridays between 0800 - 1100 and 1300 - 1700 hours.  - Special Notes/Instructions: Dock, approx. 5 ft high. Access off side road. Back in.
9	UIDF18	Dining Facility HHC, 1/72 <sup>nd</sup> Armor, Camp Casey Unit #15071 APO AP 96224-0338	Bldg. S-2392	Food Operation Sergeant Phone: 730- 4993/4992	- Normal Hours for Delivery: Mondays, Wednesdays and Fridays between 0800 - 1100 and 1300 - 1700 hours.  - Special Notes/Instructions: Dock, approx. 5 ft high. Fenced in area. Back in.
10	UIDF20	Dining Facility HHC, 2/9 <sup>th</sup> Infantry, Camp Casey Unit #15101 APO AP 96224-0222	Bldg. S-1864	Food Operation Sergeant Phone: 730-1171	- Normal Hours for Delivery: Mondays, Wednesdays and Fridays between 0800 - 1100 and 1300 - 1700 hours.  - Special Notes/Instructions: Dock, approx. 5 ft high. Side road access. Back in.
11	UIDF24	Dining Facility1 BCT BTB, Camp Hovey Unit #15417 APO AP 96224-0242	Bldg. S-4158	Food Operation Sergeant Phone: 730-5225	- Normal Hours for Delivery: Mondays, Wednesdays and Fridays between 0800 - 1100 and

					1300 - 1700 hours.  - Special Notes/Instructions: Dock, approx. 5 ft high. Drive through access. Back in.
12	UIDF25	1 <sup>st</sup> DBE DFAC, Camp Hovey Unit #15154 APO AP 96224-0409	Bldg. S-4158	Food Operation Sergeant Phone: 730-5225/2291	- Normal Hours for Delivery: Mondays, Wednesdays and Fridays between 0800 - 1100 and 1300 - 1700 hours.  - Special Notes/Instructions: Dock, approx. 5 ft high. Drive by side road access. Back in.
13	CEDF06	Dining Facility Sanctuary (JSA), Camp Bonifas Unit #15162 APO AP 96251-0417	Bldg. S-149/T-24	Food Operation Sergeant Phone: 734-8522/8920	- Normal Hours for Delivery: Mondays, Wednesdays and Fridays between 0800 - 1100 and 1300 - 1700 hours.  - Special Notes/Instructions: Dock, approx. 5 ft high. Access off main road. Back in.
14	SSC001	TISA WHSE/H SWISS/SWEDEN, TISA WHSE Unit #15162 APO AP 96251-0417	Bldg. 113	Mr. U Phone: 734-8818/8576	- Normal Hours for Delivery: Mondays, Wednesdays and Fridays between 0800 - 1100 and 1300 - 1700 hours.  - Special Notes/Instructions: No dock, off load to ground. Escort required.
15	PT4KDZ	Charge Sales Customers TISA 38 TISA #38 SVC, Div- DPCA, Cp Mobile	Bldg. T-38	Mr. Kim Phone: 730-3921/6747	- Normal Hours for Delivery: Mondays, Wednesdays and Fridays between 0800 - 100 and 1300 - 1700 hours.  - Special Notes/Instructions: None
16	CHDF01	Dining Facility HHT 2 <sup>nd</sup> MFAB REGT, Camp Humphreys Unit #15711 APO AP, 96271-	Bldg. S-1134	Food Operation Sergeant Phone: 753-6714/6743	- Normal Hours for Delivery: Mondays, Wednesdays and Fridays between 0800 - 100 and 1300- 1700 hours.

		0711			- Special Notes/Instructions: Dock, approx. 5 ft high. Back in. Large drive area
17	CHDF02	Dining Facility HHD, 194 <sup>th</sup> Maint BN (23rd Support), Camp Humphreys Unit #15215 APO AP 96205- 0151	Bldg. 9	Food Operation Sergeant Phone: 753- 6855/6743	- Normal Hours for Delivery: Mondays, Wednesdays and Fridays between 0800 - 1100 and 1300 - 1700 hours. - Special Notes/Instructions: No dock, off load to ground. Back in.
18	CHDF03	Dining Facility HHC, 527th MI Bn, Camp Humphreys Unit #15271 APO AP 96205- 0162	Bldg. 9	Food Operation Sergeant Phone: 753- 3065/3066	- Normal Hours for Delivery: Mondays, Wednesdays and Fridays between 0800 - 1100 and 1300 - 1700 hours. - Special Notes/Instructions: Dock, approx. 5 ft high. Small drive off side road. Back in.
19	CHDF04	Dining Facility 249 <sup>th</sup> MP Det, Camp Humphreys Unit #15293 APO AP 96271-0129	Bldg. S-1026	Food Operation Sergeant Phone: 753-6037	- Normal Hours for Delivery: Mondays, Wednesdays and Fridays between 0800 - 1100 and 1300 - 1700 hours.  - Special Notes/Instructions: No dock, off load to ground. Secure facility, fenced, space limited.
20	CHDF05	Dining Facility HHB, 1/43 <sup>RD</sup> ADA, Suwon AB Unit #15692 APO AP 96275- 0692	Bldg. 9	Food Operation Sergeant Phone: 788- 5501/4028/5848	- Normal Hours for Delivery: Mondays, Wednesdays and Fridays between 0800 - 1100 and 1300 - 1700 hours.  - Special Notes/Instructions: No dock, off load to ground. Fenced area, limited space. Back in.
21	DF0013	Dining Facility HHD, USAG, Camp Long Unit #15396 PO AP 96297-0246	Bldg. 9	Food Operation Sergeant Phone: 721-3438	- Normal Hours for Delivery: Mondays, Wednesdays and Fridays between 0800 - 1100 and 1300- 1700 hours.  - Special Notes/Instructions: No dock, off load to ground.

					Drive by access off side road.
22	DF0014	Dining Facility HHC 1-2 Avn, Camp Eagle Unit #15567 APO AP 96297-0626	Bldg. 9	Food Operation Sergeant Phone: 721-2291/2292	- Normal Hours for Delivery: Mondays, Wednesdays and Fridays between 0800 - 1100 and 1300 - 1700 hours.  - Special Notes/Instructions: Dock, approx. 5 ft high. Large drive area. Back in.
23	DFY001	Dining Facility 516 <sup>th</sup> PSB (8 <sup>th</sup> Perscom), Camp Coiner Unit #15316 1 <sup>st</sup> REPL Co. Perscom APO AP 9620509144	Bldg. S-1067	Food Operation Sergeant Phone: 724-8921	- Normal Hours for Delivery: Mondays, Wednesdays and Fridays between 0800 - 1100 and 1300 - 1700 hours.  - Special Notes/Instructions: No dock, driveway off main road. Off load to ground. Back in.
24	DF0007	Dining Facility HHC, 1/52 <sup>ND</sup> AVN Eco 2/2 AVN, Eco 2/2 AVN MFA BDE Unit #15266 APO AP 96205-0085	Bldg 9	Food Operation Sergeant Phone: 741-648/64247	- Normal Hours for Delivery: Mondays, Wednesdays and Fridays between 0800 - 1100 and 1300 - 1700 hours.  - Special Notes/Instructions: No dock, off load to ground. Drive by, no backing in.
25	DF0008	Dining Facility Tango Sec. Force (EUSA), Yang Chae Unit #156 APO AP 96205-0650	Bldg. 9	Food Operation Sergeant Phone: 742-3380/4719	- Normal Hours for Delivery: Mondays, Wednesdays and Fridays between 0800 - 1100 and 1300 - 1700 hours.  - Special Notes/Instructions: No dock, off load to ground. Back in. Limited space, back in.
26	DF0009	Dining Facility EUSA Retreat Center, Nam San (Seoul) Unit #15312 APO AP 96205-0085	Bldg. 9	Food Operation Sergeant Phone: 725-7257/723-7631	- Normal Hours for Delivery: Mondays, Wednesdays and Fridays between 0800 - 1100 and 1300 - 1700 hours.  - Special Notes/Instructions: No dock, off load to ground. Limited space, back in.
27	DF0010	Dining Facility	Bldg. 9	Food Operation	- Normal Hours for

		Area II (34 <sup>th</sup> SPT GP), 3 Kingdom Inn, Yongsan Unit #15333 APO AP 96205		Sergeant Phone: 725-6784/7481	Delivery: Mondays, Wednesdays and Fridays between 0800 - 1100 and 1300 - 1700 hours.  - Special Notes/Instructions: No dock, off load to ground.
28	DF0019	Dining Facility CSCT #3, DIN FAC, Yongin Unit #15266 APO AP 96205-0040	Bldg. 9	Food Operation Sergeant Phone: 741-7351	- Normal Hours for Delivery: Mondays, Wednesdays and Fridays between 0800 - 1100 and 1300 - 1700 hours.  - Special Notes/Instructions: No dock, off load to ground. Large drive area. Back in.
29	W80MA X	Dining Facility 121 <sup>st</sup> Evac Hosp, Yongsan Unit #15252 APO AP 96205-0017	Bldg. 9	Food Operation Sergeant Phone: 737-5307	- Normal Hours for Delivery: Mondays, Wednesdays and Fridays between 0800 - 1100 and 1300 - 1700 hours.  - Special Notes/Instructions: Dock, approx. 5ft high.
30	FT9217	Dining Facility 51 <sup>st</sup> SVS/SVMFO, Pacific House, Osan AB Unit #2065 (Osan, AB) APO AP 96278-2065	Bldg. 9	Food Operation Sergeant Phone: 784-2641	- Normal Hours for Delivery: Mondays, Wednesdays and Fridays between 0700 - 1100 hours.  - Special Notes/Instructions: No dock, back in. Off load to ground.
31	FT9216	Dining Facility 51 <sup>st</sup> SVS/SVMFM, Ginkgo, Osan AB Unit #2065 (Osan, AB) APO AP 96278-2065	Bldg. B-1343	Food Operation Sergeant Phone: 784-4307	- Normal Hours for Delivery: Mondays, Wednesdays and Fridays between 0700 – 1100 hours.  - Special Notes/Instructions: No dock, back in.
32	FT9218	Dining Facility 51 <sup>st</sup> SVS/SVMFP, B.Hangar, Osan AB Unit #2065 (Osan, AB) APO AP 96278-2065	Bldg. 9	Food Operation Sergeant Phone: 784-4980	- Normal Hours for Delivery: Mondays, Wednesdays and Fridays between 0700- 0900 hours.  - Special Notes/Instructions: Security escort required, please call 784-4980 or 784-6861.
33	Y06DHL	Dragon Hill, Seoul	Bldg. 9	Mr. Pete Joslin	- Normal Hours for

		Post, Yongsan		Phone: 738-2222, ext.6503	Delivery: Mondays, Wednesdays and Fridays between 0800 - 1100 and 1300 - 1700 hours.  - Special Notes/Instructions: Dock, approx. 4ft high
34	FT9219	Dining Facility 8 SVS/SVMFT, O'Malley Inn Unit #2105 (Kunsan, AB) APO AP 96264-2105 Kunsan AB ROK	Bldg. B-550	APF Foodservice Accountant Phone: 782-5161	- Normal Hours for Delivery: Mondays, Wednesdays and Fridays between 0700 - 0900 hours. - Special Notes/Instructions: No dock, off load to ground. Driveway off main road. Back in.
35	FT9220	Dining Facility 8 SVS/SVMFT Charlie's Place Unit #2105 (Kunsan, AB) APO AP 96264-2105	Bldg. B-2850	APF Foodservice Accountant Phone: 782-4688	- Special Notes/Instructions: No dock, off load to ground. Back in. Enclosed area.
36	FS5284	Central Storeroom (NAF) 8 SVS/SFVA Unit #2105 APO AP 96262-2105 Kunsan, AB ROK	Bldg. 1107	Mr. Pang/ Mr. Norman Ross Phone: 782-5643	- Normal Hours for Delivery: Mondays, Wednesdays and Fridays between 0800 - 1100 and 1300 - 1700 hours. - Special Notes/Instructions: No dock, off load to ground. Drive off main road. Drive alongside.
37	PT4KEJ	TISA 52, Cp Humphrey USASA Area III Unit #15716 AP) AP 29271-5716	Bldg. S-811	Ms. Choe Phone: 753-7768/8879	-Normal Hours for Delivery: Mondays, Wednesdays and Fridays between 0700 –0900 hours.  -Special Notes/Instructions: None
38	PT4KEH	TISA 51, Yongsan 34 <sup>th</sup> Support Group Class 1 APO AP 96205-0177	Bldg. S-5402	Mr. Kim/Mr. Choe Phone: 736-3007	- Normal Hours for Delivery: Mondays, Wednesdays and Fridays between 0800 –0900 hours.  - Special Notes/Instructions: None
39	FT9546	Osan AFB CDC Unit # 2065 APO AP 96278	Bldg. B-738	Mr. Mi Young Phone: 784-4966	- Normal Hours for Delivery: Mondays, Wednesdays and Fridays between 0800 – 0900 hours.  - Special Notes/Instructions:



					None
40	FT9901	NAF Central WHSE Unit # 2065 APO AP 96278	Bldg. B-364	Mr. Bert Phone: 784-4102	- Normal Hours for Delivery: Mondays, Wednesdays and Fridays between 0800 – 0900 hours.  - Special Notes/Instructions: None
41	DF0001	Dining Facility HHC, 20 <sup>th</sup> Spt Gp, Camp Henry Unit #15494 APO AP 96212-0562	Bldg. T-1320	Food Operation Sergeant Phone: 768-7448/648	- Normal Hours for Delivery: Mondays, Wednesdays and Fridays between 0800 - 1100 and 1300 - 1700 hours.  - Special Notes/Instructions: No dock, off load to ground. Limited space. Back in.
42	DF0002	Dining Facility 19 <sup>th</sup> SC (E) (Taacom), Camp Walker Unit #15015 APO AP 96218-0171	Bldg. S-338	Food Operation Sergeant Phone: 764-4855	- Normal Hours for Delivery: Mondays, Wednesdays and Fridays between 0800 - 1100 and 1300 - 1700 hours.  - Special Notes/Instructions: No dock, off load to ground. Drive through access off main road.
43	DF0003	Dining Facility 20 <sup>th</sup> Support Group, Camp Carroll Unit #15384 APO AP 96460-0286	Bldg. S-233	Food Operation Sergeant Phone: 765-7036/7939	- Normal Hours for Delivery: Mondays, Wednesdays and Fridays between 0800 - 1100 and 1300 - 1700 hours.  - Special Notes/Instructions: No dock, off load to ground. Side road access. Back in.
44	N32778	Chinhae Galley COMFEACT Chinhae PSC 497 FPO AP 96259-1100	Bldg. B-615	Mr. Lee Phone: 762-5355	- Normal Hours for Delivery: Mondays, Wednesdays and Fridays between 0800 - 1100 and 1300 - 1700 hours. Special Notes/Instructions: No Dock, off load to ground.
45	N66688	NMCG-4, Unit # 25291 3 <sup>rd</sup> Marine EXP Force Galley, Det Pohnag #25291 C/O CNFK Detail	Same	Food Operation Sergeant Phone: 767-3080	- Normal Hours for Delivery: Monday and Thursday between 0800-1100 hours.  - Special Notes/Instructions: None

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		Pohang APO AP 96218-0713			
46	DF0005	Kwang Ju MMS/SVS, KwangJu HHB 2/1 <sup>st</sup> ADA, Army unit APO AP 96262-2120	Bldg 230	Food Operation Sergeant Phone: 786-6792	Normal Hours for Delivery: Between 0700-1700 hours
47	N/A	Kwang Ju (K-57) Det 3, 607th MMS/SVS APO AP 96262-2120	Bldg. B-230	Food Operation Sergeant Phone: 786-6465	- Normal Hours for Delivery: Between 0700 - 1700 hours.  - Special Notes/Instructions: Only used for exercise, approx. twice a year. No dock, back in. Limited Area.
48	N/A	Tague (K-2) Det 607 ESPT/SVS APO AP 96218-2166	Bldg. 418	Food Operation Sergeant Phone: 766-4226	- Normal Hours for Delivery: Between 0700 - 1700 hours. - Special Notes/Instructions: Only used for exercise, approx. six times per year. Dock available, approx. 42 inches high, back in.
49	N/A	Tague (K-2) Det 607 ESPT/SVS APO AP 96218-2166	Bldg. 415	Food Operation Sergeant Phone: 766-4226	- Normal Hours for Delivery: Between 0700 - 1600 hours.  - Special Notes/Instructions: PLD
50	PT4HA0	TISA 48 Area IV, TISA #48, (20 <sup>th</sup> SPT GP) APO AP 96259-	Bldg. T-1352	Ms. Choe Phone: 763-7740	- Normal Hours for Delivery: Mondays, Wednesdays and Fridays between 0800 - 1100 and 1300 - 1700 hours.  - Special Notes/Instructions: No dock off load to ground.
51	N3498B	Chinhae MWR, Navy Club PSC 479, FPO APO AP 96269-1100	Bldg. 741	Mr. Oh Phone: 762-5350	- Normal Hours for Delivery: Mondays, Wednesdays and Fridays between 0800 - 1100 and 1300 - 1700 hours.  - Special Notes/Instructions: No dock, off load to ground.
52	NAF004	United Sea Men's Service, 1185	Bldg. 2300	Mr. Kim Phone: 763-3743	- Normal Hours for Delivery: Mondays,

		Chorang 5 Dong APO AP 96259- 0264			Wednesdays and Fridays between 0800 - 1100 and 1300 - 1700 hours.  - Special Notes/Instructions: No dock, off load to ground.
53		USS Blueridge			
54		USS Safeguard			
55		USNS Tippecanoe			
56		USS Lassen			
57		USCGC Rush			

**VI. FILL RATE/SUBSTITUTIONS**

- A. Order fill rates shall be calculated on an on-time, per order basis and tracked for monthly submission to the Contracting Officer/Acquisition Specialist. The fill rate shall be calculated as follows and shall not include substitutions, mis-picks, damaged cases, etc.:

$$(\text{Cases accepted/cases ordered}) \times 100 = \text{Fill Rate } \%$$

- B. Definitions:

1. Cases accepted: The product that the customer has received and receipted not including damaged cases, mis-picks, and product substitutions.
2. Cases ordered: The product requested by a customer.

NOTE: Items that comprise less than one case (i.e. catch weight items) will be converted to case using both the item's description, as well as commercially acceptable conversion practices.

- C. The contractor will submit a monthly report by customer to the DSCP Contracting Officer with the following information:
1. Fill rate.
  2. List of all items that were not-in-stock (NIS), returned, damaged, mis-picks, etc.
- D. All orders placed by the customer are made on a "fill or kill" basis. If an item cannot be delivered at the required delivery date of the original order, the item is considered Not in Stock (NIS). If the customer chooses to have a replacement item delivered, they must place a new order in the STORES system for this item and a delivery will be made within the required 48 hour delivery window.
- E. The awardee must maintain a minimum fill rate of 98% or above as part of their contractual requirement.

**VII. HOLIDAYS**

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- A. All orders are to be delivered on the specified delivery date, except for Federal holidays, as outlined below. When a scheduled delivery day falls on one of these days, or one designated by your firm, delivery should occur on the next business day, unless otherwise agreed to by the customer,

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Note: Saturday holidays are celebrated the preceding Friday; Sunday holidays are celebrated on the following Monday.

Holidays that may be observed in Korea are listed below:

Independence Movement Day	Arbor Day
Labor Day	Children's Day
Buddha's Day	Memorial Day
Constitution Day	Liberation Day
Chusok	National Foundation Day
Christmas Day	

- B. If your firm observes a holiday that is not listed above please list them on the blank lines provided below. The list must include days that are observed for holidays that fall on weekends. For example, if the actual holiday falls on Saturday, indicate if the holiday is observed on the Friday before or the Monday after the holiday.

Contractors! List any additional holidays that you observe:

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**VIII. EMERGENCY ORDERS**

- A. The Contractor must be able to receive and process purchase orders on any day of the week to include all Federal and Local Holidays. Delivery days and times are not restricted and may be every day of the week. The Prime Vendor will provide a minimum of two "emergency" orders (excluding mobilization actions) per month per customer at no additional charge. Emergency orders are those that are required outside normal delivery schedules. All emergency orders for supplies must be same day service. Expedient fulfillment of the emergency requirements is imperative. Not-In-Stock replacement fills by the Prime Vendor with alternate items to the customer on day of delivery will not be considered an emergency order.
- B. The Prime Vendor is responsible for providing the ordering facilities with the name of the contractor representative responsible for notification of receipt and handling of such emergency service and his/her phone number and/or pager number.

**IX. AUTHORIZED RETURNS**

- A. The contractor shall accept returns under the following conditions:
1. Products shipped in error;
  2. Products damaged in shipment;
  3. Products with concealed or latent damage;
  4. Products that are recalled;
  5. Products that do not meet shelf life requirements;
  6. Products that do not meet the minimum quality requirements as defined for the items listed in the Schedule;
  7. Products delivered in unsanitary delivery vehicles;
  8. Products delivered that fail to meet the minimum/maximum specified temperature;
  9. Quantity excess as a result of order input error/and or purchase ratio factor error; and
  10. Any other condition not specified above that is determined a valid reason for return by the customer.
- B. Any other condition not specified above that is deemed by the Contracting Officer to be a valid reason for return.

**X. SHORT SHIPMENTS AND SHIPPING ERRORS**

- A. The receiving official will annotate short shipment(s) on the delivery ticket/invoice(s) that accompany the delivery.
- B. Any product delivered in error by the distributor must be picked up on the next delivery day after notification by the ordering facility

**XI. SURGE AND SUSTAINMENT**

The information and requirements provided in this section are in addition to requirements cited in clauses 52.217-9006, 52.217-9007 and 52.217-9008.

Any reference in the above clauses to government warstopper investments and a subsequent exit strategy related to those investments do not apply at this time to the Subsistence Prime Vendor (SPV) Program.

- A. The primary mission of the Defense Logistics Agency (DLA) is to support the military in peace and during contingencies. The ability to ramp-up quickly to meet early requirements,

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and to sustain an increased pace throughout the contingency are critical to the execution of U.S. military strategy. DLA's designation as a Combat Support Agency makes it directly responsible for the timely support of critical supplies to the Combatant Commanders in support of their operational requirements. Because of DLA's unique role, surge and sustainment capability is a primary consideration in all acquisitions. All DLA contractors are accountable for surge and sustainment performance, ensuring surge capability actually exists and validating surge capability through surge testing.

- B. The DLA defines surge as the ability to ramp up quickly to meet early requirements. Sustainment is defined as the ability to sustain an increased pace throughout the contingency(s) for six months or longer. The spectrum of possible contingencies includes major theatre and smaller scale contingency operations. The various contingencies are as follows:

Joint Chiefs of Staff (JCS) Logistics Exercises – The contractor must have the ability to support short term surges in demands, which may increase two times the estimated demand. There may be occasions where large increases in quantity will be necessary for short periods of time and on short notice. An example of a surge situation would be an increase in military feeding of 200% over peacetime demand for a period of up to 30 days. Normally, there is advance notice as to when exercise surges will occur.

Military Operations – The contractor must have the ability to support surges in demand, which may be needed for an extended period of time on short notice. An example of military operations would be US peacekeeping missions, Bosnia support and Operation Enduring Freedom. For this type of scenario, the capability to ramp-up quickly to meet early requirements, as well as sustainment for an extended period of time is essential.

Mobilization - A full-scale military mobilization or a national emergency could increase supplies to the surge and sustainment items and quantities listed in this solicitation. This increase in quantity may be needed for a six-month period or longer. Normal mobilization strategies provide lead times of at least 30 days to build to the necessary support level. The contractor must have the ability to support this increased level of supply for an extended period of time.

C. **SURGE & SUSTAINMENT ITEMS AND QUANTITIES**

The items and quantities identified below are considered the S&S requirements for this solicitation referred to in 52.217-9006, para. (b).

<b>ITEM</b>	<b>Day 5</b>	<b>Day 15</b>	<b>Day 30</b>	<b>Day 60</b>	<b>Day 90</b>
8905-01-E95-0041	152	152	609	904	904
Beef Ground Bulk					
40lb cs					
8905-01-E95-0042	485	485	1947	2891	2891
Beef, Ground Patties					
Ckd, Fzn, Flame Broil					

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78/3.5oz ea-18.5lb cs					
8960-01-E29-4463	460	460	1849	2747	2747
Bev, Carb, 7UP					
24/300ml cn/cs					
8960-01-E29-2019	969	969	3893	5782	5782
Bev Carb, Coca Cola					
24/330ml cn/cs					
8960-01-E29-2018	388	388	1557	2313	2313
Bev, Carb Diet Coke					
24/330ml cn/cs					
8960-01-E29-4461	243	243	974	1446	1446
Bev Carb Diet Pepsi					
24/330ml cn/cs					
8960-01-E29-4462	727	727	2920	4337	4337
Bev Carb Pepsi Cola					
24/300ml cn/cs					
8905-01-E95-0061	559	559	2245	3334	3334
Chicken Breast Filet					
Fzn Marin 4.5-5oz ea					
2/5lb pg 10lb case					

8905-01-E95-0063	606	606	2433	3614	3614
Chicken Tenders Brd					
Fzn RTC, Homestyle					
2/5lb CO 10lb cs					
8905-01-E95-0064	2905	2905	11678	17346	17346
Chicken Wings					
Unbrd Preckd, Fzn					
Spicy 10lb cs					
8905-01-E95-0081	218	218	876	1301	1301
Fish Pollock Fillet					
Raw, Fzn 4-6oz ea					
25lb cs					
8905-01-E95-0190	203	203	815	1211	1211
Fish Shrimp, Brd Raw					
Fzn 21-25ct 10/3lb					
30lb cs					
8915-01-E29-2751	606	606	2433	3614	3614

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Juice Orange Shelf					
Stable 24/200ml co/cs					
24/10oz					
8915-01-E29-4470	303	303	1217	1807	1807
Juice Pineapple					
Shelf Stable 24/200ml					
co/cs 24/10oz					
8905-01-E95-0083	364	364	1460	2169	2169
Frankfurters, Beef					
Skn1, Ch1, 4:1					
2/5lb bx/cs					
8910-01-E29-3031	267	267	1071	1591	1591
Milk White UHT					
Low Fat 24/200ml					
co/cs					

8910-01-E29-3032	267	267	1071	1591	1591
Milk Chocolate UHT					
24/200ml co/cs					
12/8oz					
8940-01-E95-0026	122	122	487	723	723
Pizza, Bkd Fzn					
Supreme 54/6.3oz					
ea/pre case					
8940-01-E95-0027	122	122	487	723	723
Pizza, Bked, Fzn					
Cheese 54/6.0oz ea					
8940-01-E95-0028	122	122	487	723	723
Pizza, Bkd, Fzn					
Pepperoni, 54/6.25oz ea					
per case					
8915-01-E60-7907	202	202	811	1205	1205
Veg Beans Green Cut					
6 Number 10 cans					
8905-01-E95-0003	205	205	822	1220	1220
Veal Steak. Flaked					
and Formed Brd					
Preckd, Fzn, 4oz ea					
80/4oz-20lb cs					



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8920-01-E29-4899	364	364	1460	2169	2169
Rolls Frankfurter					
fresh/1/2 sliced					
96/50cs					
8920-01-E29-4900	485	485	1947	2169	2891
Rolls Hamburger Bun					
Fresh Sliced					
96/50cs					

The contractor should address the maximum quantity that can be provided beginning on day 5 to include day 15, day 30, day 60 and day 90. The manufacturer or distributor must determine the maximum product availability that can be achieved with existing inventory policies, facilities and supplier relationships. This will require offerors to contact manufacturers and suppliers for committed quantities. The available quantity information requested is for a 90 day period but may be needed for six months or longer. The ability to support these requirements will be used to analyze the offeror's surge and sustainment capability and must be addressed in the Contractor Capability Plan (CAP).

D. CONTRACTOR CAPABILITY PLAN

The offeror must submit a comprehensive capability plan indicating how the surge and sustainment requirements will be supported. The contractor must address the amount of increased demands that can be handled for surge (0-30 days) and identify the length of time the contractor would require to ramp up. The contractor must indicate the length of time this increased pace could be sustained (at least six months or longer). The capability plan should describe and/or include all aspects of the contractor's supply chain management. For example, if normal resupply is 45-60 days, the offeror should state how this time would be decreased by 50% to meet ongoing surge requirements. The offeror must submit evidence of the following capability: (1) agreements with suppliers and service providers to assist in meeting surge requirements, (2) evidence of ability to utilize additional suppliers or subcontractors, as needed (3) ability to access additional warehouse and distribution operations overseas and in the United States to include labor and transportation (delivery vehicles), (4) ability to transport and store massive amounts of food for a specific period of time, (5) description of logistical technology with regard to asset visibility (6) knowledge of the Pacific Rim including ports, roadways and checkpoints and required documentation (7) identification of problem items or logistical issues for which surge & sustainment cannot be easily met along with proposed solutions.

The Capability Assessment Plan should also include a plan of action if the SPV facility is damaged or otherwise not able to conduct normal operations. The response should include but is not limited to:

(1) How quickly a secondary operations site is up and running and ready for re-routed shipments including adding personnel and delivery vehicles when necessary, (2) the estimated time needed to set up operations at the secondary site for office space, personnel, security, storage and inventory, (3) backup communications plan to alert SPV and DSCP personnel of the activation of this Emergency Operations Plan. This communications plan

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should also address how shipments enroute to the SPV facility will be re-routed to the secondary facility.

The government reserves the right to test the Capability Assessment Plan at any time during the life of the contract. Any administrative costs incurred by the contractor can be submitted to the contracting officer for reimbursement if they are deemed fair and reasonable.

**E. VERIFICATION/TEST**

The government reserves the right to verify the contractor's surge and sustainment capability and the Contractor Capability Plan. Verification may include any methodology that can validate the contractor's capability. Verification will include but is not limited to participation in JCS Logistical exercises, paper exercises, simulations, live exercises, command post exercises, etc. Verification will require the contractor to permit government personnel access to records, systems data and facilities. Access will only be needed during normal business hours.

**CONTRACT ADMINISTRATION DATA****I. CONTRACTING AUTHORITY**

- A. The DSCP Contracting Officer is the only person authorized to approve changes, or modify any requirement of the contract. Notwithstanding any provisions contained elsewhere in the contract, said authority remains solely with the DSCP Contracting Officer.
- B. In the event the vendor effects any change at the direction of any person other than the DSCP Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made. The Contracting Officer must authorize any modification or costs associated with a change.
- C. Requests for information on matters related to this contract, such as an explanation of terms or contract interpretation, shall be submitted to the DSCP Contracting Officer.

**II. INVOICING**

- A. Each delivery will be accompanied by the contractor's delivery ticket/invoice. Three (3) copies (an original plus two) shall accompany the shipment. The customer shall sign all copies of the delivery ticket/invoice, keep one (1) copy and return original copy to the vendor. **Any changes must be made on the face of the invoice; attachments are not acceptable.**
- B. All invoicing for payment is to be filed electronically using EDI transaction set 810 (Attachment 3) No paper invoices shall be submitted to DFAS for payment. **All invoices submitted by Prime Vendor must be "clean", i.e. all debits and/or credits must be reflected on the invoice prior to submission.**
- C. **Invoice transactions may be submitted to DSCP daily; however, it cannot be stressed enough that all internal debit/credit transactions must be completed prior to the submission of the invoice.** Invoice lines that do not contain the correct invoice data and/or

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contain incorrect quantities delivered or prices charged will be rejected. The vendor will be responsible for correction and re-submission.

- D. The same invoice cannot be submitted with different dollar amounts.
- E. Vendors will be required to submit test 810 transactions sets 30 days prior to the first order.
- F. Invoices may not be submitted as "LIVE DATA" until a test transaction set has been cleared.
- G. **For catch weight items, standard rounding methods must be observed, i.e. less than 5: rounded down; 5 or greater: rounded up. All weights must be rounded to whole pounds using standard rounding methods.** Any line submitted for other than whole numbers will be rejected and require correction and re-submission by the vendor.
- H. Unit prices and extended prices must be formatted not more than two (2) decimal places to the right of the decimal point. STORES will not accommodate positions of 3 and above beyond the decimal point.
- I. The following address must appear in the "Bill To" or "Payment Will Be Made By" block of the contractor's invoice:

Defense Finance and Accounting Service  
Attn: JAQBAB (EBS Entitlements)  
P.O. Box 369031  
Columbus, OH 43236-9031
- J. Each invoice shall contain sufficient data for billing purposes. This includes, but is not limited to:
  - 1 Contract Number, Call or Delivery Order Number, and Purchase Order Number;
  - 3 DoDAAC;
  - 4 Contract line listed in numeric sequence (also referred to as CLIN order);
  - 5 Item nomenclature
  - 6 LSN or NSN;
  - 7 Quantity purchased per item in DSCP's unit of issue;
  - 8 Clean invoices must be submitted; and
  - 9 Total dollar value on each invoice (reflecting changes to the shipment, if applicable).
- K. Vendors are required to use the DSCP STORES Reconciliation Tool to identify and correct mismatches between invoices submitted and customers posted receipts. It is the responsibility of the Prime Vendor to adjust as necessary and communicate with the customer or DSCP as needed, in order to resolve any/all discrepancies.
- L. The supplier is required to include the following statement on their invoice:

"The DSCP surcharge is not included in the cost of goods."
- M. A Department Of Defense (DoD) Public Key Infrastructure (PKI) Certificate will be required for all DoD users accessing the STORES Reconciliation Tool. The requirement for PKI certificates is implemented in accordance with DoD security policy promoting secure electronic transactions.

Contractors who do not work at a Department of Defense facility may purchase a DoD PKI certificate from one of three External Certificate Authorities (ECAs). The ECAs are vendors who provide digital certificates to DOD's industry partners who are using their own equipment or working in non-government facilities. A list of ECAs is available at [http://www.cpars.navy.mil/pki\\_info.htm](http://www.cpars.navy.mil/pki_info.htm). Each contractor employee accessing the STORES Reconciliation Tool will need an Identity Certificate (An Encryption Certificate is not required). It is estimated that, at the time of award, certificate prices will range from \$99 - \$115 per certificate per year, with volume discounts at some ECAs.

**Each contractor must fully comply with the DoD requirement to implement PKI in order for our information systems to remain secure and viable.**

- N. A Department Of Defense (DoD) Public Key Infrastructure (PKI) Certificate will be required for all DoD users accessing the STORES Reconciliation Tool. The requirement for PKI certificates is implemented in accordance with DoD security policy promoting secure electronic transactions.

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Each contractor must fully comply with the DoD requirement to implement PKI in order for our information systems to remain secure and viable.

### III. PAYMENTS

- A. DFAS Columbus Center is the payment office for this acquisition.
- B. Payment of delivery orders will be made in accordance with the terms and conditions of Paragraph (i) of Clause 52.212-4 "Contract Term and Conditions – Commercial items", and any addendum.
- C. Payment is subject to the terms and conditions of the Prompt Payment Act (31 U.S.C. 3903). All 810 electronic invoices must be submitted with accurate, sufficient, clean data before any payment can be made.
- D. All offerors must have the ability to accept an 820 transaction set from its financial institution. DFAS Columbus will no longer forward a detailed summary of payment(s); this information will only be available from your bank.

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- E. Vendor Reconciliation Tool: In an effort to improve the payment process, vendors will have availability to view what the customer has or has not receipted, via the BSM website. The Prime Vendor will have access to “unreconciled” information, i.e. the invoice does not match the receipt because of a quantity or price discrepancy, or because the customer has not posted a receipt. Both invoice information and receipt information will be available for review on the BSM website by the Prime Vendor. While the vendor will not have the capability to update customer receipt information, update capability will be available for unreconciled invoice information for approximately 30 days.
- F. The Government intends to make payments under the resultant contract by electronic funds transfer (EFT). Reference Clause 52.232-33, “Mandatory Information for Electronic Funds Transfer Payment” appearing in the section of this solicitation entitled “Contract Clauses”. However, the election as to whether to make payment by check or electronic funds transfer is at the option of the Government.

**IV. ADMINISTRATION**

- A. The DSCP Prime Vendor Supplier Operations Office will perform administration of the contract.
- B. A designated representative at the ordering activity will perform administration of the individual delivery order. This includes approving product substitutions and delivery changes.
- C. The DSCP Contracting Officer must approve any changes to the contract.

**SPECIAL CONTRACT REQUIREMENTS****I. NOTICE TO OFFERORS**

Prospective offerors are hereby advised that although there is a guaranteed minimum of 15% on this contract, DSCP cannot guarantee that any or all of the customers will order all of their subsistence and related non-food requirements from the successful Prime Vendor. Once the guaranteed minimum has been met, the customer may or may not choose to continue ordering from the contract. To a large extent, their decision to continue ordering will be based on the performance of the Prime Vendor.

The prime vendor will be required to hold prices the week prior to the Government’s Fiscal Year change (October 1). No catalog adjustments will be made the week prior to the start of a new fiscal year.

**II. MANAGEMENT REPORTS**

The contractor shall provide the Small Business Subcontracting Report, to include names and dollar value of contractors, including JWOD (Report (F) below), the Fill Rate Report (H), Rebate Reports (J) and Financial Status Report (K) to the DSCP Contracting Officer on a monthly basis (Electronically transmitted reports are acceptable). The Descending Dollar Value and Descending Case Volume, *for Army customers*, should also be included monthly. All of these reports shall be cumulative for a one (1) month period and submitted no later than the seventh day of the following month. (E.G., reporting period of January 1 through

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January 31, the reports must be received by February 7.). Unless otherwise identified below, all other reports are to be submitted on a monthly basis.

**NOTE: The Government reserves the right to verify all monthly reports submitted by the prime vendor.**

- A. Monthly Descending Dollar Value Report – Sorted by line item; each line to contain at a minimum: DSCP stock number, Item Description, pack or size, brand description, quantity, and total dollar value of units shipped. Dollar amounts will be totaled.
- B. Monthly Descending Case Volume Purchases Report - Sorted by line item; each line to contain at a minimum: DSCP stock number, Item Description, pack or size, brand description, quantity, and total dollar value of units shipped. Dollar amounts will be subtotaled by product category as well as overall total.
- C. Monthly Product Line Item, Stock Number Order Report – Sorted by DSCP Stock Number. List all information including DSCP Stock Number, quantity purchased, dollar value, Vendor Part Number, Item Description and DSCP Unit of Issue.
- D. Monthly Product Line Item Rejection Report – Sorted by line item, number of units received, number of units rejected, total dollar amount of units received, and the total dollar amount of units rejected. Dollar amounts should be subtotaled by product category and totaled overall.
- E. Monthly Product Line Item Not-In-Stock Report – Sorted by date order was placed, line item, number of units ordered, number of units received, total dollar amount of units ordered and total dollar amount of units not received. Dollar amounts will be subtotaled by product category and total overall.
- F. Monthly Small Business Subcontracting Report -
  - 1. Lists products manufactured and/or supplied by small business, small disadvantaged business, women-owned small business, service-disabled veteran-owned small business, veteran-owned small business and Hub Zone small business. This should be sorted by manufacturer/supplier and include quantity dollar value. The Commercial and Government Entity (CAGE) code should be included when available. This report is for direct subcontracts for products supplied to customers. This report is not to include indirect costs.  
  
Note: The SBA must certify small disadvantaged business (SDB) and Hub Zone Small business (HZSB) concerns.
  - 2. A summary page of the report shall also be submitted which highlights the total dollars and percentages for each category. This information is very important since DSCP is required to report its success in meeting these goals to the Defense Logistics Agency (DLA).
- G. Monthly Product Line Manufacturer/Supplier Listing Report- this report shall list all items purchased along with quantity and dollar value. It shall be sorted by Manufacturer/Supplier and annotate whether the manufacturer/supplier is a large business, or small business. All Small Businesses are to be broken in the sub-categories as listed above.

H. Fill Rate Report –

1. Monthly Fill Rate Report – The fill-rate is calculated by dividing the number of cases accepted by the customer by the number of cases ordered. Misspicks and damaged cases should not be included in this calculation, however all items Not-In-Stock, returned, damaged, miss-picks, etc., should be listed. The report should specify fill rates per customer/dining facility and an overall average for the month. (SEE ATTACHMENT 6 FOR FILL RATE REPORT LAYOUT)
2. Weekly Fill Rate Report – In addition to the Monthly Fill Rate Report, the Prime Vendor will also submit a weekly report reflecting the previous weeks business, by customer and overall, to DSCP Contracting Officer. This weekly report will follow the exact same format as the monthly fill rate report. (SEE ATTACHMENT 6 FOR FILL RATE REPORT LAYOUT)

**\*\* Note:** For the Monthly and Weekly Fill Rate Reports, The Government reserves the right to verify all fill rate reports submitted by the prime vendor.

Also, for both the weekly and monthly fill rate reports, the vendor will be required to submit a customer signed discrepancy report detailing all the items that were not delivered for each order received from the customers and the reason for the non-delivery.

3. The Prime Vendor may make an adjustment to their fill rate reports for **only** the following reasons:
  - a. Purchase Order lead time was \_\_\_\_\_ days which is less than contract requirement of \_\_\_\_\_ days.
  - b. The item is being permanently deleted from catalog (insufficient or no stock available).
  - c. The **Customer** initiated a cancellation. There will be no reorder.
  - d. The **Customer** did not order in accordance with catalog packaging.
  - e. Average Weight – The **Customer** did not order in accordance with average weights and quantity had to be rounded down.

The actual and adjusted fill rate reports must be provided to the Contracting Officer.

- I. Monthly Customer Service Report - The contractor shall develop and provide a report summarizing all discrepancies, complaints and all positive feedback from ordering activities and the respective resolutions by providing a summary from customer visits.

J. Monthly Rebate Reports –

- 1 General Rebates - The contractor shall provide a monthly report identifying any and all discounts, rebates, allowances or other similar economic incentives or benefits

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given to any other customer, and the amount passed on to the Government, for each item ordered under this contract. The contractor must indicate the type of discounts, rebates, allowances or other similar economic incentives or benefits given to any other customer, whether they are being passed on to the Government customers consistent with its business proposal, whether they are of limited or special duration, and the amount that has been passed on to the Government, in the form of an up front price reduction.

2. NAPA Report - This report should summarize the savings passed along to the customers in the form of deviated allowances realized as a result of utilizing the NAPA's. List each customer, the NAPA amount, the manufacturer/broker name, and quantity ordered. NAPA figures should be listed per customer, per contract and per manufacturer.
  3. Food Show Rebates Report- This report should show a detailed break out of all savings received at your Food Show. This report is not a monthly requirement, but is based on the timing of your Food Show. List each customer, the Food Show amount, the manufacturer/broker name, and quantity ordered. Food Show Rebates should be listed per customer, per contract, and per manufacturer. The total should be per customer and per contract.
- K. Monthly Financial Status Report - In order to ensure timely payments, a summarized accounts receivable and/or a "days of outstanding sales" shall be submitted on a monthly basis. The report should be categorized by time periods, and sorted further by customer. If problems should occur, a detailed listing by invoice number/call number will be requested. However, it is suggested that this report contain as much information as possible to alleviate problems immediately.
- L. Monthly Asset Visibility Report- Every month, the vendor should submit a report of assets on hand, anticipated usage, average monthly demand and assets on order. The vendor needs to be able to present real time asset visibility of their entire inventory. At a minimum the vendor will be required to submit this report once a month, but there maybe instances when the vendor will be required to submit this report on a weekly or daily basis. Government Furnished Material (GFM) must be reported separate from non-GFM per OCONUS warehouse and support region.
- M. Monthly Slow Moving Item Report - The report should list under performing or inactive items by NSN, name, customer ordering the item, quantity on-hand and remaining shelf life.
- N. Monthly Cancellation Report – Order cancellations sorted by order date; each line to contain at a minimum: Purchase order number, Catalog number; DODAAC, Order Date, Ship Date, Originally scheduled delivery date, Order dollar value, Call number, Item Count, and Reason for Cancellation.
- O. Bi-Weekly Vendor Catalog Report – (to be submitted with each catalog update) – Sorted by Item Description; each line to contain at a minimum: DSCP stock number, item description, product price, distribution price, purchase ration factor numerator, unit of issue, item category and item category unit of measure.

**III. CATALOG ORDER GUIDE**



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The contractor shall provide a catalog order guide, with descriptions and pack sizes, to each of the customers serviced under this contract. At a minimum, the order guide should list the DSCP Stock Number, DSCP Unit of Issue, the contractor's part number, and the brand of each item.

**FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JUNE 2008)**

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

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(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror’s initial offer should contain the offeror’s best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to

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be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government 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 not be submitted for quantities less than those specified. The Government 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 offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section  
Suite 8100  
470 East L'Enfant Plaza, SW  
Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address. The DUNS+4 is the DUNS

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number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *Central Contractor Registration*. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

<b><u>ADDENDUM TO FAR 52.212-1</u></b>
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The following paragraphs of 52.212-1 are amended as indicated below:

1. Paragraph (b), Submission of Offers, is expanded as follows:

Faxed and Emailed offers are NOT authorized for this solicitation.

Proposal Preparation

(i) A written proposal is the only technique that can be utilized for submitting all proposals (Technical and Business) Each proposal must be prepared separately and are not to be combined with any of the other proposals. Proposals that do not provide the required information in the prescribed format may be excluded from further consideration.

<u>VOLUME</u>	<u>VOLUME TITLE</u>	<u>NO. OF COPIES</u>	<u>ALLOWABLE TIME LIMIT</u>
I	Technical (Written)	6	N/A
II	Business	2	N/A

\*\*Refer to Submission Requirements for specific limitations.

(ii) Evaluations for each volume of the proposal will be performed exclusive of one another. Therefore, the Technical Proposal shall contain no reference to cost or pricing data. Conversely, the Business Proposal should not address information requested under an element listed as a technical factor. Cost and price information shall only be contained in Volume II, Business Proposal. Each volume shall be bound separately and labeled appropriately.

(iii) Volume I, Technical Proposal

The following applies to both the written portion of the Technical Proposal (See Submission Requirements, Technical Proposal, Volume I)

(A) The technical proposal must demonstrate the offeror's ability to meet the Government's requirements as set forth in the solicitation. Failure to provide information as requested in any of the technical factors identified in the solicitation section entitled Submission Requirements may be considered a "no response" and may result in a deficiency finding and warrant a "Poor" rating for the applicable factor, sub factor, element or sub-element.

(B) Proposals that are unrealistic in terms of technical or schedule commitments, or unrealistically low in price, will be considered indicative of a lack of understanding of the solicitation requirements.

(C) Firms should prepare proposals and address elements in the same order as presented in the solicitation section entitled Technical Proposal Evaluation Criteria to facilitate the Government's review and evaluation of your proposal. Continuation sheets shall clearly identify the solicitation number and the offeror's name on each page.

(D) To be considered acceptable, the technical proposal must provide, at a minimum, the information requested in the section entitled Submission Requirements.

(iv) Volume II, Business Proposal

(A) The offeror is required to furnish limited pricing information as outlined in the solicitation section entitled Submission Requirements.

(B) To be acceptable, the firm's business proposal must be complete, realistic, and reasonable.

(v) Unless otherwise stated, the technical proposal and business proposal must both be submitted by the date and time specified for the receipt of proposals or as amended, if applicable.

(vi) A SIGNED and COMPLETED SOLICITATION must accompany the technical and business proposals in its entirety, as well as any amendments, if applicable. Make sure all clauses that require a response are completed. Offerors may retain the attachment entitled "EDI Implementation Guidelines for Subsistence Prime Vendor (STORES)" for future reference.

2. Paragraph (c), Period for Acceptance of Offers.  
Period of acceptance is 240 days.

3. Paragraph (e), Multiple Offers.

Alternative commercial items may not be considered for award on this acquisition, however, but may be utilized for market research on future requirements.

4. Paragraph (f), LATE offers is changed to read as follows:

Late proposals and revisions. Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and:

It was sent by mail or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after the receipt at the Government installation.

It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals.

If there is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or It is the only proposal received.

Any modification or revision of a proposal or response to requested information, including any final proposal revision, is subject to the same conditions indicated above.

Notwithstanding the above, a late modification or revision of any otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

Proposals may be withdrawn by written notice (including facsimile) received at any time before award.

5. Paragraph (g) Contract Award is expanded as follows:

Contract Award: If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

6. Paragraph (h) Multiple Awards is expanded as follows:

Multiple Awards: The government intends to make one award as a result of this solicitation. However, the government reserves the right to make multiple awards if it is determined to be in the government's best interest.

<p style="text-align: center;"><b><u>ADDENDUM TO FAR 52.212-1</u></b> <b><u>INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFEROR</u></b></p>
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## I. GENERAL INFORMATION

- A. The Government is committed to utilizing the Trade-Off Process as a means of selecting the most qualified vendor to support the needs of the customers listed in this solicitation while assessing acquisition procedures, quality assurance practices, and reasonable pricing, as well as other factors.

1. A written proposal is required for submitting both proposals (Technical, and Business). Each proposal must be prepared separately and are not to be combined with any of the other proposals. Proposals that do not provide the required information in the prescribed format may be excluded from further consideration.

<u>WRITTEN VOLUME</u>	<u>TITLE</u>	<u>No. OF COPIES</u>
I	Technical	6
II	Business(CD)	2

2. Evaluations for each volume of the proposal will be performed exclusive of one another. Therefore, the Technical Proposal shall contain no reference to cost or pricing data. Conversely, the Business Proposal should not address information requested under an element listed as a technical factor. Cost and Pricing information shall only be contained in Volume II, Business Proposal. Each volume shall be bound separately and labeled accordingly.
- B. Proposals will be evaluated for both technical excellence and price reasonableness in accordance with the evaluation criteria outlined in the “Evaluation Factors for Award” section of this solicitation. Technical factors listed in this solicitation are considered to be significantly more important than price (business) factors. However, as proposals become more equal in their technical merit, the evaluated price becomes more important.

The offeror must clearly demonstrate its capability to support the customers’ requirements in the most efficient, cost-effective manner. Proposals will be evaluated in accordance with the factors listed in the solicitation. The rating methodology will be adjectival, i.e. **Excellent, Good, Fair, or Poor**. A **Neutral** rating for Past Performance may also be used.

- C. In order to receive full consideration, firms are encouraged to ensure that the information provided in the Technical Proposal is factual and complete. To ensure that an accurate evaluation of the proposal is made, **please address the factors in the order in which they appear in the solicitation.** Failure to do so may result in the Technical Evaluation Panel overlooking important information.
- D. All plans submitted as part of the offeror’s Technical Proposal are to be followed during contract performance. The Government will incorporate the offeror’s Technical Proposal, Implementation and general Business Plans that meet and/ or exceed solicitation requirements into the resultant contract(s). The Business Proposal Schedule of Items product prices are used for evaluation purposes; but, the schedule of items will also become part of the catalog. Final negotiated prices shall become the baseline catalog prices at the start of the contract and shall be reflective of these prices at the time of first order. These prices shall

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remain unchanged for the first two weeks of the contract, and should not dramatically change for orders placed early in the contract unless documented market conditions arise.

- E. Offerors may provide additional technical information that will enhance the proposal; however, overly elaborate proposals that contain information not pertinent to this acquisition are not desired. Failure to provide the information requested may render the proposal unacceptable and may lead to a rejection of the offer.
- F. The Government reserves the right to verify any information presented in the Technical and Business Proposals. Site visits to assess the accuracy of the information provided in an offeror's proposal will be conducted during the evaluation process.

**II. SITE VISITS**

- A. The purpose of a site visit is to view the offeror's facility (ies) and business operations to verify what is presented in the Technical Proposal, as well ensure the offeror has the ability to meet the requirements of the Solicitation. You will be notified of the date of your site visit(s) approximately one week prior to the actual visit.

Note: The Technical Evaluation Panel may take pictures during the site visit. The offeror will refrain from the use of picture taking while the site visit is being conducted.

- B. At the time of the closing of offers, the offeror shall submit detailed directions/maps to its facility from the closest major airport. The information will be used for future site visits. If the offeror will be utilizing warehouses/facilities that are in addition to, or separate from its primary place of business, then separate directions must be submitted for the additional location(s). It is also requested that Offerors send recommendations and directions for lodging convenient to the warehouse/facilities.

**ADDENDUM TO FAR 52.212-1**  
**SUBMISSION REQUIREMENTS**  
**TECHNICAL PROPOSAL – VOLUME I**

**I. EXPERIENCE/PAST PERFORMANCE**

For purposes of evaluation only, offerors that are proposing a joint venture, partnership or a teaming approach should provide experience and past performance information on EACH team member of the party or the joint venture or partnership including proportional allocation of performance duties (i.e., when each of these entities acted alone or as members of other teams/joint ventures). However, the most relevant experience and past performance data, and that which will receive the most credit, is the information directly related to the offering entity. You may also provide information related to key subcontractors, parent corporations, or other affiliates that will perform essential functions of the contract.

- A. Discuss the extent of experience and past performance performing deliveries as a contractor, not at a corporate level, but at an individual house level, similar to the proposed contract's requirements for both your firm, and your partner's, if applicable. Provide the following information:
  - 1. Provide a brief performance record of your five (5) highest dollar value or most comparable Prime Vendor/Regular dealer contracts for the period from January 1, 2005



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through December 31, 2007 (the “selected contracts”), whether they are commercial or Government contracts. Specify which contracts you consider to be the most successful and why. Describe which contracts, if any, you consider to be similar in size and/or complexity to the solicited requirements. Include any problems that you have encountered during the performance of the respective contracts and what steps were taken to resolve the problems, along with their resolutions. Address the following for each of the contracts:

- i. Distribution facility & location
  - ii. Contract/Account identifier
  - iii. Contracting Officer, if federal Government contract
  - iv. Annual Dollar Value;
  - v. Length of time that the account has been serviced;
  - vi. Fill rate, listed monthly for the 12 months of the contract immediately preceding January 1, 2008, with and without substitutions;
  - vii. Number of customer delivery points (stops);
  - viii. Average number of delivery stops made per week;
  - ix. Number of line items/SKUs on the ordering catalog;
  - x. Average number of orders placed per week;
  - xi. Average order dollar value;
  - xii. Average total number of order line items per week;
  - xiii. Points of contact and phone number;
  - xiv. Problems/resolutions
2. An organizational/management chart of the firm(s) that will identify key personnel who are responsible for the day-to-day management, and overall success, of the Prime Vendor program. Please do not submit corporate charts, unless the people listed are directly involved in the performance of the proposed contract. Identify the key personnel, or the positions of personnel to be assigned, who will be key to the day to day management, and overall success of the Prime Vendor program. Discuss your key personnel’s experience with Prime Vendor and/or Government contracts and/or discuss your key personnel’s experience with commercial food accounts.
- B. If an offeror has had any Government contracts, including, but not limited to any of its top five (5) selected dollar value contracts, the offeror must submit information regarding its performance against socioeconomic (i.e., Small Business) and Javits-Wagner-O’Day Entity Support goals as part of its past performance information. Furnish the following information for all Government contracts:
- i. Contracting Agency
  - ii. Contract Number
  - iii. Contracting Officer and Phone Number
  - iv. Total Contract Dollar Value
  - v. Socioeconomic performance, to include subcontracting goals\* and actual socioeconomic subcontracting numbers for the 12 months of the contract immediately preceding January 1, 2008;
  - vi. JWOD performance, to include goals, as a percentage of total contract dollar value, and actual JWOD numbers for the 12 months of the contract immediately preceding January 1, 2008;

\*Socioeconomic consideration goals, as a percentage of subcontract dollars, that were subcontracted to small, small disadvantaged, women-owned, veteran-owned, service-disabled veteran-owned and HubZone small business concerns.

Note: If an offeror has not had any contracts that contain socioeconomic/JWOD requirements, the offeror should include a statement to that effect and an explanation why that is the case.

## II. DISTRIBUTION SYSTEM/ QUALITY ASSURANCE

### A. Distribution Resources

1. Offeror must provide total warehouse capacity (dry, chill and freeze) and firm's open warehouse capacity (include pick slot and reserve slot) and facility design capacity on annual basis by dollar value as it relates to the volume of this contract. The offeror's capability to ship and receive simultaneously should be discussed. Related temperature and/or humidity controls should be discussed/ demonstrated.

**Note:** This only applies to firms who plan on using a commercial facility other than the provided GOCO warehouse space during the performance of this contract.

2. Offeror will discuss as it relates to this contract, distribution equipment/resources (i.e. number and type of trucks, owned/leased, etc.). Offeror will discuss if additional equipment/resources will be required to handle the proposed contract with associated lead-time to acquire additional equipment as applicable.
3. Offeror must discuss performance methodologies used to ensure on time deliveries and include your current operating performance level (fill rates) for on time deliveries. Discuss procedures to be employed to ensure that orders will be filled accurately and completely in order to meet the finalized delivery schedule. The current performance levels for damage, mis-picks, "short on truck", returned and "other" should be discussed.

### B. Quality Control and Assurance Procedures

1. Offeror will discuss the quality control procedures to be used under proposed contract. Include in your discussion procedures used during receipt, storage and out bound movement of product. Include a discussion on your inventory control systems and level of automation. Include in the discussion your reserve inventory and/or let down control procedures and the level of automation. Discuss the inventory rotation methods used by your firm, your monitoring procedures, the methodology followed in identification and correction of discrepancies in inventory management and order preparation. Identify key personnel responsible for ensuring quality procedures are monitored.
2. Offeror will provide inventory turnover rate information for overall warehouse, by category, as a minimum, for the last year. Discuss average time from date of product manufacture to receipt in your primary warehouse location. Include in the discussion the procedures used to control shelf life and proper shelf life dating for normally inventoried items. Discuss the procedures and methods used to ensure the correct open "Date of Pack" is used on case labels. Discuss what procedures will be used to meet the "minimum shelf-life remaining" requirements of the various items.
3. Offeror will display a plan of action with examples to prevent shelf-life expirations in accordance with known substantial fluctuations in demand. The primary focus of this plan of action should concentrate on periodic deployment of Navy and Marine Battle

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Groups. Your response will be reviewed and maybe considered an enhancement to your proposal. Failure to address this will not have a negative effect on your overall evaluation.

**C. Inspection and Sanitation Procedures**

1. Offeror must discuss the inspection procedures employed to guarantee the movement of quality products. Include the frequency, type, and amount of inspection; product characteristics to be inspected (include standards used to inspect, e.g. temperatures); criteria for approving and rejecting products; criteria for removal of product from inventory; record for documenting inspection results; and the method for identifying the inspection status of approved and rejected product.
2. Offeror will describe the Sanitary Control Procedures and Stored Products Pest Management Program used by your firm to ensure that sanitation and warehousing practices are in accordance with acceptable industry standards. Offeror will describe their in-house program, scheduling of duties and inspection certification. For Contract Services/third party audits include the frequency of service, service provided and monitoring procedures. Offerors will furnish copies of the most recent inspection reports (partnership/teaming effort requires report for each individual site).

**D. Supplier Selection Procedures**

1. Offeror will discuss your firm's policies, procedures and criteria used for selecting quality suppliers and the processes used by your firm to ensure competition and to purchase products of consistent high quality at the best price with minimal variation on product appearance, grade, yield, taste, texture. Include how potential suppliers are evaluated, what criteria is used, how the results of the evaluation are documented, and if suppliers are evaluated differently. Is the evaluation process formal or informal? Discuss the methods used by your firm to ensure that standardized product quality will be maintained when products are acquired from various suppliers. Note: This information is required to be supplied even if the function is performed at the corporate level.
2. Offerors should provide a flowchart of your firm's distribution channel, to include all levels of the supply chain, for each category of item. For each level, please describe the additional services provided and associated charges included at each stop. Failure to address this will not have a negative effect on your overall evaluation.

**III. CUSTOMER SUPPORT****A. Customer Service Approach**

1. Offeror will explain their customer service strategy and explain their customer service function and focus. Does your firm chart your company's customer satisfaction? If so, how? Offeror will explain how their customer service representative will ensure that all the customers' needs are accommodated. Also, indicate the number of sales visits planned, and what value added services the sales representative will perform. Discuss the procedures (and authority, if applicable) followed by the customer service

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representative regarding the identification and correction of discrepancies and resolution of customer complaints at the customers level (i.e. not-in-house quality control).

2. Offeror will discuss how deviation from the electronic order, such as cancellations or manually placed orders will be handled and will indicate if any charge(s) will be applicable. Include time lines in which deviation to orders and cancellations will be accepted.

**B. Ordering System**

1. The Offeror will be required to submit a list of up to five (5) company names, P.O.C. and telephone numbers that the offeror is currently supporting through the electronic data interchange (EDI). If offerors are not currently supporting customers through EDI, their plan to become EDI compliant before time of award will be evaluated for whether it appears realistic. The Government will review this information to determine whether the offerors have the capability to support the required EDI transaction sets.

**C. Product Availability/ Technical Descriptions**

1. Offeror is expected to be able to provide all of the items in the most current catalog which consists of the "Schedule of Items" (Schedule of items), Attachment # 1. The inability to furnish all items may affect the offeror's overall rating. Offeror also must discuss how they will ensure that all items supplied will be Berry Amendment compliant.
2. For all items in the "Schedule of Items" (Schedule of items) that are an identical match, offeror must so state. If a product priced in the business proposal is not an "identical match" to the item we requested, the product technical description (specification) of the item the firm is offering must be provided. The technical description must contain sufficient detail to determine the product's salient characteristics for comparison to that solicited in the schedule of items. Offeror shall label the technical description with the schedule of items item number and its corresponding NSN/LSN, for identification purposes. "Pack size" changes must be identified for customer acceptance and price evaluation purposes only.
3. The Offeror will discuss time frame needed to bring in new items from both current and new suppliers. Your response will reviewed and maybe considered an enhancement to your proposal. Failure to address this will not have a negative effect on your overall evaluation.

**IV. SURGE AND SUSTAINMENT****A. CONTRACTOR CAPABILITY PLAN (CAP)**

The offeror must submit a comprehensive Capability Assessment Plan indicating how the surge & sustainment requirements will be supported. The contractor must address the amount of increased demands that can be handled for surge (0-30 days) and identify the length of time the contractor would require to ramp up. The contractor must indicate the length of time this increased pace could be sustained (at least six months or longer). The capability plan should describe and/or include all aspects of their supply chain management.

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For example, if normal resupply is 45-60 days, the offeror should state how this time would be decreased by 50% to meet ongoing surge requirements. The offeror must submit evidence of the following capability: (1) agreements with suppliers and service providers to assist in meeting increased surge requirements (2) evidence of ability to utilize additional suppliers or subcontractors, as needed (3) ability to access additional warehouse and distribution operations overseas and in the United States to include labor and transportation (delivery vehicles), (4) ability to transport and store massive amounts of food for a specific period of time, (5) description of logistical technology with regard to asset visibility (6) knowledge of the Pacific Rim including ports, roadways and checkpoints and required documentation (7) identification of problem items or logistical issues for which surge & sustainment cannot be easily met along with proposed solutions.

This Capability Assessment Plan should also include a plan of action if SPV facility is damaged or otherwise not able to conduct normal operations. The response should include but is not limited to:

- A. How quickly a secondary operations site is up and running and ready for re-routed shipments including adding personnel and delivery vehicles when necessary
- B. What is the estimated time needed to set up operations at the secondary site for office space, personnel, security, storage and inventory?
- C. Backup communications plan to alert SPV and DSCP personnel of the activation of this Emergency Operations Plan. This communications plan should also address how shipments enroute to the SPV facility will be re-routed to the secondary facility.

**V. FORCE PROTECTION**

- A. Offeror will discuss their quality control procedures as it relates to ensuring that product entering, holding at and departing their facility is safe for customer consumption. Offerors will discuss how they ensure that cases, bags, etc. are intact and demonstrate no evidence of tampering.
- B. Offeror will discuss how they ensure that all incoming truck drivers provide adequate identification upon request, how they ensure that drivers and visitors are properly identified and only have access to appropriate areas. Offeror will discuss how procedures for storing product adequately control access to eliminate any possibility of product adulteration. Offeror will discuss their procedure regarding security seals. Offeror will discuss their procedure regarding communication devices for drivers.
- C. Offeror will discuss the lighting, security camera conditions, fencing and locking devices at their facility. Offerors will discuss their security personnel procedures to include use of check-lists, logs and reports. Offeror will discuss how they ensure that employee background checks are up to date.
- D. Offeror will discuss their overall organizational corporate security plan and whether private security firms are required to assess or reduce risk.

**VI. SOCIOECONOMIC CONSIDERATIONS**

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Both large and small business offerors must indicate what portion of the proposal will be subcontracted to Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), and HUBZone Small Business (HZSB) concerns in terms of percentages and total dollars. The percentage shall be formulated using the total to be subcontracted as the divisor. The offeror must describe the proposed SB, SDB, WOSB, VOSB, SDVOSB, and HZSB concerns' participation in the performance of this contract at the contractor, subcontractor, and product supplier levels. These figures shall pertain to the proposed acquisition only. These figures shall represent what percentage/dollar value of products to be supplied under this contract by a SB, SDB, WOSB, VOSB, SDVOSB, and HZSB manufacturer or distributor. A goal for the Prime Vendor may be to obtain at least 30% of the supplies for proposed contract from SB firms, 5% from WOSB, 5% from SDB firms, 2% from VOSB firms, 1% from SDVOSB firms, and 2% from HZSB firms.

Socioeconomic Definitions:

1. Small Business Concern: a firm, including its affiliates, that is organized for profit, independently owned and operated, not dominant in the field of operation in which it is competing, and can further qualify under the criteria concerning the number of employees, average annual receipts and other criteria as described by the Small Business Administration.
2. HUBZone Small Business Concern: a concern located in a "historically underutilized business zone"; is owned and controlled by one or more U.S. citizens; and at least 35% of its employees reside in the HUBZone. A HUBZone is a historically underutilized business zone, which is an area located in within one or more qualified census tracts, qualified non-metropolitan counties, or lands within the external boundaries of an Indian Reservation.
3. Small Disadvantaged Business Concern: a firm (1) that is at least 51% owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals and (2) whose management and daily operations are controlled by one or more such individuals.  
The term "socially disadvantaged" means individuals who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of groups without regard to their individual qualities. The following individuals are presumed to be socially disadvantaged: Black Americans, Hispanic Americans, Native Americans (Indians), Asian-Pacific Americans, and Subcontinent Asian Americans.  
The term "economically disadvantaged" means socially disadvantaged individuals whose ability to compete is impaired due to diminish capital and credit opportunities. Generally, a socially disadvantaged individual whose personal net worth does not exceed \$750,000 (\$250,000 for SBA 8(a) Program certification) excluding ownership interest in the company and equity in a primary residence is considered to be economically disadvantaged.
4. Women Owned Small Business Concern: a small business concern that is at least 51% owned by one or more women; or in the case of any publicly owned business, at least 51% of the stock is owned by one or more women and whose management and daily business operations are controlled by one or more women.

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5. Veteran Owned Small Business Concern: a small business concern that is not less than 51% of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in any case of any publicly owned business, not less than 51% of the stock of which is owned by one or more veterans; and the management and daily operations of which are controlled by one or more veterans.
6. Service Disabled Veteran Owned Small Business Concern: a small business concern that is not less than 51% of which is owned by one or more service disabled veterans or, in the case of any publicly owned business, not less than 51% of the stock of which are controlled by one or more service disabled veterans; and the management and daily business operations of which are controlled by one or more service disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran. Service disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).
7. Subcontract: any agreement (other than one involving an employee-employer relationship) entered into by a Government Prime Contractor or subcontractor calling for supplies and/or services (direct costs only) required for contract performance, contract modification or subcontracts.

A. \* Socioeconomic Goals

1. Under socioeconomic goals, and subsequent management reports, offerors are to submit figures based on direct subcontracts for items that would be supplied under contract. No direct costs for equipment or services are to be included.
2. The offeror shall describe the proposed extent of SB, SDB, VOSB, SDVOSB, and HZSB participation in the performance of the contract at the contractor, subcontractor and product supplier level. In addition, firms shall also state whether they are a LARGE or SMALL food service distributor. A small firm is defined as having less than an average of 500 employees and must not be a subsidiary or division of a large company/corporation.
3. \* The following is the preferred format for the submission of socioeconomic data. Separate subcontracting goals must be submitted for each proposed contract.

	Dollar	Percent
1. Total Contract Price	\$ _____	<u>100%</u>
2. Total to be Subcontracted:		
a. To Large Business:	\$ _____	_____
b. To Small Business: (Total Small)	\$ _____	_____
1. SDB	\$ _____	_____
2. WOSB	\$ _____	_____
3. VOSB	\$ _____	_____
4. SDVOSB	\$ _____	_____
5. HZSB	\$ _____	_____
6. OTHER SB	\$ _____	_____

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Notes: 1) When calculating figures for socioeconomic goals, the business size of the manufacturer is to be considered, NOT the business size of the broker/agent that may have supplied the product to the distributor. 2) If the offeror is a Small, Small Disadvantaged, Veteran Owned, Small Service Disabled Veteran Owned, Small Women Owned Small or HUBZone Small Business, the offeror may NOT include its "cost of doing business" as part of the subcontracting goals proposed for this acquisition. 3) Offerors that are Small Business will receive additional credit under this factor for evaluation purposes. 4) Performance on prior contracts in subcontracting with and assisting Small, Small Disadvantaged, Women Owned Small and HUBZone Small Business will be part of past performance evaluation.

**A. Organizational Efforts**

1. The offeror shall describe the efforts it will make to ensure that SB, SDB, WOSB, VOSB, SDVOSB, and HZSB concerns will have an equitable opportunity to compete for subcontracts or as product suppliers on this acquisition.
2. The offeror shall describe its willingness and any plans it has to develop additional opportunities for SB, SDB, WOSB, VOSB, SDVOSB, and HZSB concerns. The offeror must furthermore identify the employee(s) responsible for ensuring that an equitable opportunity is afforded to the SB, SDB, WOSB, VOSB, SDVOSB, and HZSB firms to compete for contracts or supplier selection.
3. The offeror must indicate what percentage of its available subcontracting (or supplier utilization) dollars is allocated to small business concerns. Included in this percentage range is an estimated total subcontracting allocation to SB, SDB, WOSB, VOSB, SDVOSB, and HZSB concerns.
4. The offeror shall be required to cooperate in studies or surveys in order to allow the Government to determine the extent of subcontracting opportunities identified for this acquisition.
5. The offeror is to demonstrate knowledge of, and more preferably a working relationship with local, state, and/or federal organizations whose mission it is to promote Small Business, Small Disadvantaged Business, Women Owned Small Business, Veteran Owned Small Business, Service Disabled Veteran Owned Small Business and HUBZone Small Business.

Note: Large business offerors are required to submit the Small, HUBZone Small, Small Disadvantaged Business, Veteran Owned Small Business, Service Disabled Veteran Owned Small Business, and Women Owned Small Business Subcontracting plan information as required by Clause 52.219-9, "Small Business Subcontracting Plan" in addition to the information that is a requirement of this section of the proposal. The subcontracting plan required by the FAR clause can incorporate all costs, direct and indirect, associated with this proposal. If an individual contract Subcontracting Plan is submitted, the plan must contain separate Small, HUBZone Small, Small Disadvantaged, Veteran Owned Small Business, Service Disabled Veteran Owned Small Business and



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Women Owned Small Business subcontracting percentages and dollar levels for the base year as well as each option year.

**VII. JAVITS-WAGNER-O'DAY ACT ENTITY SUPPORT****A. The offeror must provide the following:**

1. A description of the efforts your company will make to assure that Javits-Wagner-O'Day Act (JWOD) qualified nonprofit agencies for the blind or other severely disabled will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and proposed range of services, supplies, and any other support that will be provided to you by JWOD concerns. Include specific names of such subcontractors, to the extent they are known.
2. Describe any future plans your company has for developing additional subcontracting possibilities for JWOD entities, or ways in which these entities could be partnered with other business and agencies in opportunities to diversify revenue production during the contract period.
3. \*Specify what portion of your proposal, as a percentage of dollars, will be subcontracted to JWOD entities.
4. Progress reports in reference to your subcontracting efforts with JWOD activities will be submitted to the Contracting Officer as part of your monthly socioeconomic report. Provide the name and title of the individual principally responsible for ensuring company support to such entities (generally, this is the individual responsible for subcontracting with Small, Small Disadvantaged, and Women Owned Small business, etc.).

**VIII. DLA MENTORING BUSINESS AGREEMENT (MBA)**

The DLA MBA Program was designed for prime contractors to provide developmental assistance to Small Business, Small Disadvantaged Business and Women Owned Small Business concerns for value added services and/or products. Prime contractors may also mentor Javits-Wagner-O'Day (JWOD) qualified nonprofit agencies for the blind and other

severely disabled that have been approved by the Committee for Purchase from People Who Are Blind or Severely Disabled under the JWOD Act.

DLA MBA's encourage participation and growth opportunities for Small, Small Disadvantaged, Women Owned Small Business concerns or JWOD workshop that will participate in carrying out the requirements of the prime contract. The opportunities must constitute real business growth, which is measurable and meaningful.

An MBA shall be a written agreement between the prime contractor and the Small, Small Disadvantaged, Women Owned Small Business, or other applicable business, involved. The mentor will be required to submit periodic progress reports on its agreements. An MBA shall include, at a minimum, the elements listed below:

**\* Participants:** Cite the criteria in selecting a firm or firms with whom to mentor. Include the following information with all submissions:

- a. Name, address, and plant location for contract holder and potential or actual SB/SDB/WOSB or JWOD participant(s).

- b. Point of contact, job title, and phone number of all personnel involved in the development and oversight of any agreement from both parties.
- c. The number of people employed by the Small Business, Small Disadvantaged Business, or Women Owned Small Business concern. If the firm is in the service sector, specify its annual average gross revenue for the last three (3) fiscal years.

A. Agreement Type

- 1. Describe the type of agreement executed by the contract holder and the Small business, Small Disadvantaged Business, Women Owned Small Business or JWOD entity. The agreement should state the benefits of the plan for both parties. Criteria in selecting firm(s) shall be included as previously stated. The Contracting Officer will review the plan to ensure that the agreement will not jeopardize future contract performance. The agreements should clearly define the roles and responsibilities of each party. Plans that identify new business ventures rather than expansion of existing agreements are preferred. Indicate whether or not signed mentoring agreements exist or are in the planning/development stage.
- 2. DLA MBA Agreements shall specifically identify the areas of developmental assistance (i.e. management/technical) that will be provided. The offeror should provide a discussion of the areas chosen for development/enhancement. Describe the scope of the plan, i.e. whether the plan will be specifically related to the requirements contained in the solicitation or if the plan will cover other Government and commercial customers.
- 3. Offerors shall identify and describe the management control techniques that would be used to insure that contract requirements are met. This should include the record keeping and communication techniques and the methods to be used to control track performance.

B. Measurements and Reporting

- 1. Provide milestones for program implementation.
- 2. Discuss and describe the measurement/yardsticks that will be utilized to determine if the program objectives have been met. Projections of successful measurements should result in:
  - a. An increase in the dollar value of subcontracts awarded to SB/SDB/WOSB and JWOD workshops under DLA contracts.
  - b. An improvement in the participation in DoD, other Federal agencies and commercial contracting opportunities.
  - c. Mentors will be required to submit periodic progress reports on their agreements.
  - d. \* Copies of signed MBA's that are currently in place (and will apply to the proposed contract) are required to be submitted.

**THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ALL ASPECTS OF AN  
OFFEROR'S TECHNICAL PROPOSAL.**

**ADDENDUM TO FAR 52.212-1**  
**SUBMISSION REQUIREMENTS**  
**BUSINESS PROPOSAL – VOLUME II**

\*This portion must be submitted in writing using attachment 1 (on CD and a paper copy)

Note: Please use an Anti-Virus utility to ensure that your CD is virus free before submitting.

**BUSINESS PROPOSAL**

Factor 1 – Aggregate Distribution Prices

Factor 2 – Aggregate Pricing

To address the above Cost or Price Factors, the offeror is required to submit the following information. Elements (i), (ii), and (iii) below must be in writing using attachments 1 (on CD and a paper copy). Elements (v) and (vi) are for informational purposes only and must be submitted in writing using a Microsoft word format.

Note: Please use an Anti-Virus utility to ensure that your CD is virus free before submitting.

- (i). Category/Distribution Prices (attachment 1)
- (ii). Item/Product Prices (attachment 1)
- (iii). Item/Unit Prices (attachment 1)
- (iv). Option Prices (see below format)
- (v). Product Listing
- (vi). Discounts, rebates, allowances or other similar economic incentives or benefits given to any other customer

The price proposal spreadsheet consists of multiple worksheets: “Price Proposal” and “Category/Distribution Prices”. The Price Proposal Sheet includes all pricing information for the base and option periods. The Category/Distribution Pricing sheet provides the fixed Distribution Prices applicable to each proposed distribution category, for the base and each option period. For the purpose of the proposal, the Unit of Measure (UOM) may be defined as the unit of purchase/sale by the manufacturer and prime vendor offeror, and the Unit of Issue (UOI) is the unit of purchase by the Government.

**(i) Category/Distribution Price**

- A. Firms shall offer a distribution price for the designated UOM for each category of items, as they are listed in this spreadsheet. The listed product categories on the spreadsheet represent the Government’s Category Listing. **Please complete columns D-L,** on the Category/Distribution Pricing Sheet on attachment 1.
- B. The Category/Distribution Price is that Distribution Price that is applicable to the same UOM for all items that fall in that product distribution category. The distribution price must be offered as a dollar amount. Distribution prices offered as a percentage of the product price are not acceptable. The distribution price shall represent the amount to be added to the actual invoice price paid to the manufacturer or supplier by the prime vendor for each food, beverage, and/or non-food product.
- C. The items to be procured under this contract shall be broken down into separate food categories for purposes of proposing distribution prices. Category/Distribution prices are to

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be offered based on the unit of measure stated on the below category/distribution list. Offerors must utilize the categories listed below. **No substitutions, deletions, or additions to the categories or units of measure indicated below are authorized.** However, if any offeror feels that a substantial category has been eliminated, the offeror must bring it to the attention of the Contracting Officer BEFORE the closing date. A determination will be made at that time whether or not to add the category via an amendment to the solicitation. Distribution Prices shall be formatted to no more than two (2) places to the right of the decimal point, for example \$1.50.

- D. The category/distribution prices shall remain constant for the complete base term of the contract; however, distribution prices may remain the same, increase, or decrease for each option year

**(ii) Item/Product Price**

- A. The schedule of items, attachment 1 represent 100% of the items that are currently cataloged for customers supported under this solicitation.
- B. **Price Proposal sheet:** This sheet includes fields pre-populated by DSCP; fields to be populated by the offeror; and fields that are calculated based on the offeror's submission. These pre-populated and calculated fields are not accessible by the offeror. Pricing shall be offered in accordance with the Pricing provisions of the solicitation, i.e. the Product Price plus the Distribution Price equals the Unit Price.
- a. DSCP populated fields are as follows (columns A-E):
    1. Line number,
    2. Item numbers, nomenclatures, stock numbers, required NAPA brand names,
    3. one-year estimated quantities and the Unit of Issue ("UOI") being solicited, e.g, CN, CS, LB
  - b. The Offeror shall input its name, and complete the following fields for each line item (columns F-N, P, R, T and AU-AX):
    1. If the item is customarily carried in the offeror's inventory ("Comm Inv"),
    2. If the offered item meets all required specifications ("Spec Match"),
    3. If the proposed product price is based on an invoice or quote,
    4. The following proposed invoice or quote data:
      - a. Unit of measure ("UOM", e.g. CS, LB, EA)
      - b. UOM product price
      - c. The quantity of UOI per each UOM. As examples:
        - (1) for a 20 lb case purchased by PV by the case sold to DSCP as a UOI of the pound, the UOM=CS, the UOI=LB, and the UOI/UOM=20,
        - (2) for a 20 lb case purchased (UOM) and sold (UOI) by the pound, the UOM=LB, the UOI=LB, and the UOI/UOM=1,
        - (3) for a case of 24 cans purchased (UOM) by the case and sold (UOI) by the can, the UOM=CS, the UOI=CN, and the UOI/UOM=24.
    5. The Distribution Price Category,
    6. The proposed Distribution Price for the UOM for the base and each option period

- \*7.. LSN/ Stock Number
- \*8. Item Description
- \*9. Package Size
- \*10. Units per Package.

**Notes:**

1. Option pricing shall be provided for the Distribution Price portion of the Unit Price only. Acceptance of options is mandatory, and if an offeror does not submit option terms or indicate acceptance, the offeror's proposal may be rejected.
2. The UOM Distribution Prices shall correlate to the Distribution Category proposed on the Distribution Category Pricing sheet. The offered Distribution Prices shall remain fixed for each base and option period.
3. Columns AU-AX (7-10 above) are labeled "Qualifications", and should only be filled out (along with all the other columns) if the offeror is unable to provide the Stock Number and item specified on the spreadsheet.

## c. Fields that will be calculated and are protected are as follows (column p, r-ag)

1. The proposed UOI Distribution Price (DIP) for the base and each option period,
2. The proposed UOI Product Price,
3. The proposed UOI Unit Price, which is the sum of the DIP plus the Product Price, for the base and each option period ,
4. The total dollar value for the line item, for the base and all option periods

**Note:**

The Government will evaluate UOI pricing only. UOM pricing will not be evaluated. If the spreadsheet calculated UOI prices are not the prices you intend to propose, please contact the Contracting Officer immediately.

d. DO NOT deduct NAPA or Food Show allowances from the product price on your business proposal. Other negotiated and customary vendor discounts that will be provided thru the contract period should be deducted to show the actual product price offered to the Government. These discounts shall be annotated on the vendor invoices submitted.

e. Prices must not extend more than two (2) places to the right of the decimal point. Standard rounding methods should be observed. For example, a product price of \$4.578 plus a distribution price of \$0.232 should be rounded to \$4.58 plus \$0.23. All Government calculated numbers will be so rounded.

f. The items on the spreadsheet represent the contract schedule of items, i.e. the highest usage items as well as items listed under the Basic Daily Food Allowance (BDFA) listing. These items will represent the initial contract vendor catalog, at the prices proposed and awarded. This means that the awardee(s) final prices will be the prices for the same items in the catalog when the contract becomes effective. This catalog will initiate the baseline prices. Estimated annual quantities for the items are for information and evaluation purposes only.

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g. If an offeror carries a variety of brands for the same item, the price submitted shall be for the lowest price, technically acceptable, item that meets the Government's minimum requirements, except that Brand Name/NAPA items must be priced according to the exact Brand Name/SKU/ NAPA that is listed in the Schedule of items, as specified. The inclusion of required Brand Name/NAPA items on the initial contract catalogs does not preclude future catalog changes during the life of the contract to add competing products based on added value to the customer.

**(iii) Item/Unit Price**

- A. Award prices will represent a fixed price for all items for a minimum of 30 days. After 30 days the prime vendor may be permitted to change the product price of non Manufacturer Pricing Agreements (MPAs) items as offered in the schedule of items and in accordance with the Prospective Price Redetermination language, as specified in this solicitation. Product prices for MPA items may also change as necessary in accordance with the MPA language specified in this solicitation.
- B. To insure an objective price evaluation, the pricing of all offerors are to be based on the exact items listed in the "Schedule of Items." When offerors qualify the salient characteristics of an item or items in the "Schedule of Items" and/or when the Government detects (through a relative pricing review and or a review of supporting invoices or quotes) that the pricing proposed is on an item which differs from the "Schedule of Items" then the Government reserves the right to employ remedies such as:
  - a. Where an insignificant number of items differ from the "Schedule of Items" descriptions, those items will be eliminated from the evaluation of all offerors;
  - b. Single serve items with small quantity differences may be evaluated without adjustment, as any additional quantity provides no additional value; and
  - c. Larger, generally wholesale size items, with quantity differences may be evaluated on a per pound or similar basis.
  - d. IF discussions are held, and after those discussions transpire, a significant number of items still differ from the "Schedule of Items" descriptions then the offeror may be eliminated from the competitive range. Whatever remedy is selected by the Government shall apply to the base period and all option periods in the acquisition.
- C. ALL offered product prices must be substantiated with a copy of the manufacturer or grower's invoice or quote for each item in the Schedule of Items. The Schedule of Item No. must be reflected on each invoice or quote so as to identify what item each invoice corresponds to. Quotes must be presented in the following manner:
  - i. Detailed on manufacturer or grower company letterhead;
  - ii. Date price quote was supplied;
  - iii. Time period price quote is effective;
  - iv. Quantity covered by price quote;
  - v. Manufacturer or grower part number; and
  - vi. Manufacturer or grower's point of contact, including name, title, address, and phone number.
  - vii. FOB terms

The invoices should reflect the prices effective within thirty (30) days prior to the solicitation issue date. If invoices are not available for that time period, the most recent invoices shall be submitted reflecting the last purchase made for the item. If negotiations are held, offerors that submit revised prices shall supply invoices or quotes from the time period of thirty days prior to the due date of the revised proposals. The Government has a strong preference for prices within the timelines indicated above over earlier dates. For evaluation purposes, the offeror is required to submit pricing for the Schedule of Items that will meet the Government's minimum requirement, except for Brand Name items, which must be priced according to the exact brand name product.

**(iv) Option Price**

- A. There are four (4) one (1) year options in this solicitation. Acceptance of these options is mandatory. One copy of the form below must be completed and submitted in the Business Proposal.
- B. If an offeror does not submit option term prices for the distribution portion of the price, the offeror's proposal may be rejected. Option term price increases or decreases are to be expressed as a percentage increase or decrease from the base/previous option period. Option term price increases or decreases must be specified for the distribution prices. The firm may also elect to offer no change in the distribution prices over the life of the contract. In this case, annotate 0.0% in the option year block as applicable. If option pricing is not annotated below, the proposal will be evaluated as having "no change" to the distribution pricing for the four (4), one (1)-year options in this solicitation.
- C. Offerors who elect to increase or decrease their distribution prices for option years must submit the pricing in the form of a percentage rate of change over the prior year distribution prices. The offeror must limit any changes to their distribution prices by this percentage. The percent change per year will apply to all categories. Also, please note that it is possible, and may be desirable, to offer a lower percentage for successive years, due to the experience factor gained in dealing with the region and business.
- D. Offerors shall indicate percent increase(s) over the previous one year period price for each option period. The percentage increase or decrease will cover the four (1) year option periods. See below examples of a 2% increase and a 2% decrease for each option period. Therefore if a 1% increase or decrease is anticipated each calendar year, a 2% increase or decrease would be proposed for the one (1) year option period:

**Percentage Increase Example:**

Base Year Distribution Price = \$10.00  
 Option Period One (Year 2):  $\$10.00 \times 2\% (1.02) = \$10.20$   
 Option Period Two (Year 3):  $\$10.20 \times 2\% (1.02) = \$10.40$   
 Option Period Three (Year 4):  $\$10.40 \times 2\% (1.02) = \$10.61$   
 Option Period Four (Year 5):  $\$10.61 \times 2\% (1.02) = \$10.82$

**Percentage Decrease Example:**

Base Year Distribution Price = \$10.00  
 Option Period One (Year 2):  $\$10.00 \times -2\% = \$9.80$



Option Period Two (Year 3):  $\$9.80 \times -2\% = \$9.60$

Option Period Three (Year 4):  $\$9.60 \times -2\% = \$9.41$

Option Period Four (Year 5):  $\$9.41 \times -2\% = \$9.22$

**Please fill out the below based on the proposed Option Period Distribution Percentage Increase or Decrease:**

Base Year (1 Year) Total Dollar Value: \_\_\_\_\_

Option Period One = \_\_\_\_\_ % Increase or Decrease (Please Circle One)

Option Period One (Year 2) Total Dollar Value: \_\_\_\_\_

Option Period Two = \_\_\_\_\_ % Increase or Decrease (Please Circle One)

Option Period Two (Year 3) Total Dollar Value: \_\_\_\_\_

Option Period Three = \_\_\_\_\_ % Increase or Decrease (Please Circle One)

Option Period Three (Year 4) Total Dollar Value: \_\_\_\_\_

Option Period Four = \_\_\_\_\_ % Increase or Decrease (Please Circle One)

Option Period Four (Year 5) Total Dollar Value: \_\_\_\_\_

TOTAL AGGREGATE ITEM DOLLAR VALUE FOR ALL YEARS:

\_\_\_\_\_

**Offeror must include a total \$ figure for the one-year base period and the option periods (Four - One Year Periods).**

If CPI is used in pricing of the option periods, the CPI should be based on "Consumer Price Index (All Urban), All Items (Consumer)." If CPI is used as the rate of change, the change should be annotated as shown in the following example:

Option Period 1 One half % of the CPI % increase

\*\*\*% Cap = 5.00% (Cap must be submitted as a percentage)

\*\*The cap will be used to evaluate your proposals total cost to the Government.

**Note: Quantities must be adjusted to reflect term length. Make sure your estimated quantities reflect one (1) year for base and four (4) one (1) year options.**

**Note: Failure to indicate acceptance of the option by annotating the offeror's option year percentage change shall be deemed as non-acceptance of the option, and may result in the rejection of the offeror's entire proposal.**

**\*\*\*FOR INFORMATIONAL PURPOSES ONLY\*\*\***

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The following elements must be included with the Business Proposal and submitted in writing using a Microsoft word format:

(v) **Prime Vendor's Product Listing**

A copy of the offeror's current product listing.

(vi) **Discounts, Rebates, Allowances or Other Similar Economic Incentives or Benefits**

The contractor shall identify all discounts, rebates, allowances or other similar economic incentives or benefits given to any other customer for each item. In addition, the contractor must identify those types of discounts, rebates, allowances or other similar economic incentives or benefits given to any other customer that it shall pass on to the Government and those types of discounts/rebates that will be retained by the contractor. These discounts, rebates, allowances or other similar economic incentives or benefits shall be reported monthly as identified in the special contract requirements/management reports section of the statement of work.

Please contact Contract Specialist Tom Schrank or Contracting Officer Tom Haley in order to receive an electronic copy of the schedule of items. The schedule of items format will be Microsoft Excel Spreadsheet. As stated in note 7 above, please provide a printed hard copy of the Business Proposal as well as a copy on CD. Any proposal which does not include a printed hard copy as well as a copy on CD may be considered **non-responsive**.

Contract Specialist

Tom Schrank

215-737-4526

Thomas.Schrank@dla.mil

Contracting Officer

Thomas Haley

215-737-7530

Thomas.Haley@dla.mil

Note: Please use an Anti-Virus utility to ensure that your CD is virus free before submitting.

**THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ALL ASPECTS OF AN  
OFFEROR'S BUSINESS PROPOSAL.**

<b><u>ADDENDUM TO FAR 52.212-1</u></b>
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**DLAD 52.215-9007 PREPROPOSAL CONFERENCE (FEB 2005)**

A preproposal conference will be held to explain the requirements of this solicitation, SPM300-06-R-0060, and to respond to questions raised by prospective offerors. Prospective offerors are encouraged to attend. To arrange attendance, prospective offerors are requested to contact:

Name: Thomas E. Haley

or

Thomas Schrank

Phone : 215-737-7530

or

215-737-4526

Email: [thomas.haley@dla.mil](mailto:thomas.haley@dla.mil)

[Thomas.Schrank@dla.mil](mailto:Thomas.Schrank@dla.mil)

The date, time, and location of the conference are provided below:

Date: TBD

Time: TBD

Location: DSCP

700 Robbins Avenue

Building 6

Philadelphia, PA 19111

Prospective offerors are requested to submit questions regarding the solicitation in writing via electronic mail to the above e-mail address five (5) days in advance of the conference to allow their inclusion in the agenda. Questions will be considered at any time prior to or during the conference; however, offerors will be asked to confirm verbal questions in writing.

The Government will not be liable for expenses incurred by an offeror prior to contract award.

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Offerors are cautioned that remarks and explanations provided at the conference shall not change the terms of this solicitation unless the solicitation is amended in writing. Offerors may obtain a copy of the conference minutes from the Contracting Officer.

**DSCP 52.204-9P03 REQUIREMENT FOR CERTIFICATION OF A PREVIOUSLY  
EXECUTED ELECTRONIC DATA INTERCHANGE (EDI) TRADING PARTNER  
AGREEMENT (TPA) (MAY 2004)**

If the offeror intends to use a previously executed Electronic Data Interchange (EDI) Trading Partner Agreement (TPA) between the Defense Supply Center Philadelphia and the offeror in the performance of any resultant contract, the offeror must complete the certification at 52.204-9P04 in Section K of this solicitation.

<p><b><u>FAR 52.212-2 EVALUATION—COMMERCIAL ITEMS (JAN 1999)</u></b></p>
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(a) The 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 other factors considered. The following factors shall be used to evaluate offers:

SEE ADDENDUM \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(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.

1. Paragraph (a) is hereby expanded to read as follows:

- (a) The 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, cost or price and other non-price factors considered. The following technical and cost or price factors shall be used to evaluate offers:

**TECHNICAL PROPOSAL (NON-PRICE FACTORS)**

**TECHNICAL PROPOSAL (NON-PRICE FACTORS)**

**I. Experience/Past Performance**

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(Sub factors A and B are of equal importance to each other and sub factors C and D are of equal importance to each other, with sub factors A and B being more important than sub factors C and D).

- A. Experience
- B. Past Performance
- C. Socioeconomic Considerations
- D. JWOD Support
- II. Distribution System/Quality Assurance
  - (Sub factors are of equal importance)
  - A. Distribution and Resources
  - B. Quality Control and Assurance Procedures
  - C. Inspection and Sanitation Procedures
  - D. Supplier Selection Procedures
- III. Customer Support
  - (Sub factors are of equal importance)
  - A. Customer Service Approach
  - B. Ordering System
  - C. Product Availability/Technical Description
- IV. Surge and Sustainment
- V. Force Protection
- VI. Socioeconomic Considerations
- VII. JWOD Support
- VIII. DLA Mentoring Business Agreement

**COST OR PRICE PROPOSAL (PRICE FACTORS)**

- I. Aggregate Distribution Prices
- II. Aggregate Prices

Technical Factors I through V are listed in descending order of importance, and are more important than Factors VI through VIII, which are equal in importance. When combined, technical factors I through VIII are significantly more important than Cost or Price factors.

Under Factor I, sub-factors A and B are of equal importance to each other and sub-factors C and D are of equal importance to each other, but sub-factors A and B are more important than factors C and D. Each technical sub-factor under Factors II and III is of equal importance; proposals that include certain sub-factor elements of II(B), II(D) and III(C), may be considered enhancements that may result in extra evaluation credit. Factors VI, VII and VIII are socioeconomic factors and of equal importance to each other. The evaluation for socioeconomic factors VI, VII and VIII will be rated on a comparative basis among offerors.

Because this procurement will use the trade-off process as outlined in FAR 15.101-1, the Government may accept other than the lowest priced proposal as the overall best value. The Government will make a risk assessment based on information contained in the proposal and other information, which has or may be derived from sources other than the proposal. This risk assessment will be evaluated in the rating for any factors and/or sub-factors that place the Government at risk.

ADDENDUM TO FAR 52.212-2
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Clause 52.212-2 “Evaluation – Commercial Items”, which is incorporated herein in full text, is revised as follows:

1. Add paragraph (d) as follows:

(d) Source Selection and Evaluation Procedures:

(1) Summary

Subsequent to the date specified in the solicitation for receipt of proposals, all timely proposals will undergo a technical and business evaluation as described in paragraph (d)(2) below. The Contracting Officer may make a competitive range determination based on these evaluations, and submit it to the Source Selection Authority (SSA) for approval. Unless award is made on the basis of initial proposals, written and/or oral discussions will be conducted with all offerors in the competitive range. Final revised offers resulting from discussions will undergo further technical and business evaluations. Finally, a proposal will be selected for award by the SSA, as described in paragraph (d)(3) below.

(2) Evaluation Process.

(i) Technical Evaluation Process – Each technical proposal will be evaluated by the Technical Evaluation Panel against the technical factors specified in paragraph (a) above. Proposals so technically deficient as to make them technically unacceptable will be rejected as unacceptable, regardless of the cost or price offered. No discussions will be held with rejected offerors, nor will any rejected offeror be given an opportunity to revise its offer to correct deficiencies in order to become acceptable after the date and time specified for the receipt of offers. Socioeconomic Factors VI, VII and VIII *will be evaluated and rated on a comparative basis among offerors.*

(ii) Business Evaluation Process – Each proposal will be evaluated against the requirements of the solicitation. The Government will evaluate limited pricing data with the initial proposals and during discussions, in accordance with FAR 15.4, “Contract Pricing”. The Government will evaluate offerors' proposals to determine price reasonableness and realism. Cost or price realism will demonstrate an offeror's understanding of the requirements of the solicitation. Included in this process is the evaluation of options. The Government will evaluate offeror's pricing on the items in the schedule of items.

The estimated quantities shall be multiplied by the unit prices to determine the lowest overall cost to the Government. These figures will be totaled to arrive at an aggregate value. Pricing will be evaluated for all option periods in the same manner. All two (2) two (2) year option period totals will be added to the base period total to determine the lowest overall cost to the Government. Distribution prices that do not relate to the schedule of items will be evaluated for fairness and reasonableness. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of the options shall not obligate the Government to exercise the option(s).

### (3) Selection Process

The final technical, and business evaluation reports will be furnished to the Contracting Officer by the Technical Evaluation Panel, Socioeconomic Evaluation Panel and Business Evaluation Panel. The Contracting Officer will prepare a written recommendation for award and forward it to the SSA. It is the ultimate decision of the SSA to determine which offeror receives the award.

**ADDENDUM TO FAR 52.212-2**  
**EVALUATION FACTORS FOR AWARD**  
**TECHNICAL PROPOSAL EVALUATION**

#### **FACTOR I - EXPERIENCE/PAST PERFORMANCE**

When evaluating Experience and Past Performance, the offeror's written proposal relevant Government (in-house) records, and the information provided by the points of contact or references designated by the offeror may be taken into account. Government (in-house) records will be considered more reliable than information derived from other sources. This assessment will also be performed for any partner that will perform in support of the proposed contract.

The Government will perform an integrated assessment of the offeror's individual house experience and past performance. This assessment will also be performed for any partner(s) or joint venture(s) that will perform in support of the proposed contract.

The subfactors A and B for Experience/Past Performance are of equal importance to each other and of greater importance than subfactors C and D, which are of equal importance to each other.

##### **A. Experience**

Element 1 – Size and Complexity – The Government will evaluate the offeror's experience in fulfilling requirements of similar size and complexity as a contractor for customers in a prime vendor/regular dealer capacity on an individual contract basis only for its top five (5) selected dollar value contracts, including Government contracts, if any.

Element 2 – Key Personnel – The offeror's identification of key personnel, and their relevant individual experience, will be examined in order to determine the anticipated success of the firm in providing service to its customers.

Within the Experience subfactor, element 1 (Size and Complexity) is of greater importance than element 2 (Key Personnel).

##### **B. Past Performance**

Contract Performance/Customer Satisfaction – The Government will evaluate the offeror's record of performance with both commercial and Government contracts (if any) for its top five (5) selected dollar value contracts. The Government will determine whether the firm has a successful history of: conformance to contractual requirements or business agreements, providing consistently high fill rates; a commitment to customer satisfaction; and timely delivery of quality products.



**C. Socioeconomic Past Performance**

If an offeror has performed on Government contracts that are subject to prior socioeconomic goals (including any such contracts are within the offeror's top five (5) selected dollar value contracts and any other Government contracts), they will be evaluated on their adherence to the requirements of these various socioeconomic considerations of past and current contracts. This aspect of the Government's evaluation is limited to socioeconomic matters only and other aspects of past performance are evaluated as described in the previous paragraph.

**D. JWOD**

If an offeror has performed on Government contracts that are subject to prior JWOD requirements (including any such contracts are within the offeror's top five (5) selected dollar value contracts and any other Government contracts), they will be evaluated on their adherence to the requirements of the Javits-Wagner-O'Day Act Entity Support of past and current contracts. This aspect of the Government's evaluation is limited to socioeconomic matters only and other aspects of past performance are evaluated as described in the previous paragraph.

Offerors that do not have records of past performance, socioeconomic past performance, and/ or JWOD past performance will receive a "Neutral" rating. This evaluation will also be performed for any partner involved in the proposed contract. Government (in-house) records will also be used for this evaluation, if applicable, and will be considered more reliable than information derived from other sources.

**FACTOR II - FORCE PROTECTION**

The Government will evaluate the offeror's security plan to meet the requirements of this solicitation. Operationally proven security plans will generally be rated more favorably..

**FACTOR III – SURGE AND SUSTAINMENT****A. Surge**

The Government will evaluate the offeror's ability to support the surge requirements listed in the solicitation. The contractor must address the amount of increased demands that can be handled for surge (day 0 to 30) and the length of time the contractor will require to ramp up.

**B. Sustainment**

The Government will evaluate the offeror's ability to support sustainment requirements listed in the solicitation. The contractor must indicate the length of time this increased pace could be sustained (at least 90 days or longer in 30 day increments).

**C. Capability Assessment Plan (CAP)**

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The Contractor's Capability Assessment Plan will be evaluated for responsiveness, completeness, technical merit and capability. The Government will also evaluate the offeror's agreements with suppliers and service providers; ability to utilize additional suppliers or subcontractors; ability to access additional warehouse and distribution operations overseas and in the US to include labor; ability to transport and store massive amounts of food for a specific period of time. The contractor will be required to provide a description of logistical technology with regard to asset visibility; knowledge of the Pacific Rim and identification of problem surge & sustainment items or logistical issues for which surge & sustainment cannot be easily met along with proposed solutions. The CAP will also be evaluated for a plan of action in the event the SPV facility is damaged or otherwise not able to conduct normal business operations.

**FACTOR IV - DISTRIBUTION SYSTEM/QUALITY ASSURANCE****A. Distribution and Resources**

1. The firm's available capacity (dry/chill/freeze) resources will be evaluated as to how the requirement of the solicitation will be supported. The offeror's facility's design maximum capacity expressed in dollar value will be assessed. The firm's capability to ship and receive simultaneously will be evaluated. The firm's ability to control related temperature and/or humidity controls will be assessed.
2. The Government will evaluate the offeror's distribution equipment resources (i.e. number and type of trucks, owned/leased, etc.). Lead- time to acquire additional equipment will be assessed.
3. The Government will assess the offeror's procedures to be employed to ensure orders are filled accurately and completely to meet the delivery schedule, including an evaluation of the previous year's performance data, the current performance levels for on-time, mis-picks, damage, short on truck, returned and "other" will be evaluated.

**B. Quality Control and Assurance Procedures**

1. The Government will evaluate the offeror's Quality Control and Quality Assurance procedures. Procedures used during receipt, storage and out bound movement of product will be evaluated. The offeror's inventory control systems and level of automation will be evaluated. Reserve inventory and/or let-down control procedures and level or automation will be evaluated. Inventory rotation methods, monitoring procedures and the methodology followed in identification and correction of discrepancies in inventory management and order preparation will be evaluated. Identification of key personnel responsible for monitoring quality procedures will also be evaluated.
2. The Government will evaluate the offeror's average time from manufacturer's production date to time of receipt at vendor's facility will be assessed. Turnover rate information for the past year will also be evaluated. The procedures to control shelf life and proper shelf life dating for normally inventoried items will be assessed. The offeror's methods to ensure correct "date of pack" on the cases will also be evaluated. Procedures used to meet the "minimum shelf life remaining" requirements of the various items will be evaluated.

3. The offerors proposal will be reviewed for innovative solutions to address shelf life expirations on items with known substantial fluctuations in demand, such as Navy Strike/Battle Groups and Marine Expeditionary Forces items. Proposed solutions may be considered an enhancement to your proposal. Failure to address this will NOT have a negative effect on your overall evaluation.

#### **C. Inspection and Sanitation Procedures**

1. The Government will evaluate the offeror's inspection procedures that will result in the delivery of quality products to the customers. The evaluation will consider the frequency, type and amount of inspection; product characteristics to be inspected (including standards used to inspect product), criteria for approving and rejecting products; criteria for removal of product from inventory; record for documenting inspection results; and the method for identifying the inspection status of approved and rejected product.

2. The offeror's Sanitary Control Procedures and Stored Product Pest Management Program will be evaluated. Offerors' in-house programs, scheduling of duties, and inspection certifications will also be evaluated. This evaluation will include sanitary inspection reports and any ratings as applicable.

#### **D. Supplier Selection Procedures**

1. The Government will evaluate the offeror's supplier selection program. This evaluation will be conducted to determine the effectiveness of the program to provide continued supply of quality products with minimal variation. The Government will evaluate the offeror's methods to ensure that standardized product quality will be maintained when products are received from various suppliers.

2. If submitted, the Government will review your firm's distribution channel, to include all levels of the supply chain, for each category of item, the additional services provided and associated charges included at each stop. Your response will be reviewed and may be considered an enhancement to your proposal. Failure to address this will not have a negative effect on your overall evaluation.

### **FACTOR V - CUSTOMER SUPPORT**

#### **A. Customer Service Approach**

1. The customer support service, strategy, function and focus of the offeror will be assessed to determine its commitment to customer satisfaction.

2. Offerors will be evaluated on their ability to adapt to deviations to the electronic order including such things as timelines and charges if any.

**B. Ordering System**

1. The Government will review the references submitted by the Offeror and verify that they are indeed EDI capable. The Government will verify the extent to which the Offeror is able to meet the requirements of the solicitation and interface with the Government's established translation package, STORES and support the Electronic Data Interchange transaction sets listed in the solicitation. If the offeror is not EDI capable, the plan submitted should be reasonable and able to be accomplished before contract award/implementation.

**C. Product Availability/Technical Descriptions**

1. An evaluation will be made of the offeror's ability to supply all of the items, or their acceptable equivalents, appearing in Attachments #1 and that these items are Berry Amendment compliant. The number of items that can be supplied from each Attachment will be reviewed.

2. The Government will review the number of items in the "Schedule of Items" (Schedule of items) that are an identical match and the number of items that are an acceptable equivalent.

3. The Government will evaluate the offeror's time frame to bring in new items from both current and new suppliers. The ability of the offeror to exceed the time frame stipulated in the solicitation will be considered an enhancement to their proposal.

**VI. SOCIOECONOMIC CONSIDERATIONS**

Note: For Socioeconomic considerations under this factor, only product related direct costs are to be incorporated – NO INDIRECT OR SERVICE RELATED COSTS.

***Note: Factors VI, VII, and VIII will be "ranked" not "rated" as other factors***

**A. Socioeconomic Goals**

1. The Government will evaluate the offeror's socioeconomic plan to ensure that, to the maximum extent practical, Small, Small Disadvantaged, Women Owned Small, Veteran Owned Small, Service Disabled Veteran Owned Small and HUBZone small businesses are used as both suppliers and subcontractors in support of this Prime Vendor contract. The Government will evaluate the participation levels in terms of the percentages and dollar values and comparatively assess the goals amongst the offerors.

**B. Organizational Efforts**

1. The Government will evaluate the measures that the offeror will take to ensure equitable opportunity, and further the opportunities, for Small, Small Disadvantaged, Women Owned Small, Veteran Owned Small, Service Disabled Veteran Owned Small and HUBZone Small businesses. The offeror that has the highest percentage of participation with Small, Small Disadvantaged, Women

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Owned Small, Veteran Owned Small, Service Disabled Veteran Owned Small and HUBZone Small Business combined, at the contract and subcontract level, will receive the highest rating. Offerors that are Small Business Concerns will receive additional credit under this factor.

**VII. JAVITS-WAGNER-O'DAY ACT ENTITY SUPPORT**

**Note:** *Factors VI, VII, and VIII will be “ranked” not “rated” as other factors*

The Government will evaluate the offeror's JWOD proposal on a comparative basis among all offerors per 52.215-9004 DLAD. An offeror that proposes or demonstrates a higher percentage, complexity level, and variety of participation by JWOD qualified nonprofit agencies for the blind or other severely disabled as subcontractors beyond those items for which JWOD entities are the mandatory source generally will receive a higher rating. Offeror's proposals for such support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its plan. Offeror is required to submit percentages supporting this program on a monthly basis to the Contracting Officer within the Socioeconomic Report.

**VIII. DLA MENTORING BUSINESS AGREEMENT (MBA)**

**Note:** *Factors VI, VII, and VIII will be “ranked” not “rated” as other factors*

The Government will evaluate the offeror's response to participating in the DLA MBA Program and its ability to mentor firms. The scope of the plan will also be evaluated. The responses from offerors on the MBA Program will be evaluated on a comparative basis amongst all offerors. The offeror(s) indicating the most comprehensive plan (s) will receive the highest rating; this rating will be further enhanced if the offeror identifies new business ventures rather than expansion of existing agreements. This evaluation will also be used to determine the offeror's willingness to assist SB's, SDB's, WOSB's, and JWOD entities in expanding their businesses.

**ADDENDUM TO FAR 52.212-2**  
**EVALUATION FACTORS FOR AWARD**  
**BUSINESS PROPOSAL EVALUATION**

The following business evaluation factors will be used. The following evaluation criteria are listed in descending order of importance. Aggregate Distribution Prices (Factor I) is more important than Aggregate Pricing (Factor II). However, as the difference in the Aggregate Distribution Prices of technically equal offers decrease, the importance of Aggregate Pricing will increase.

**I. AGGREGATE DISTRIBUTION PRICES**

- A. The Government will evaluate each offeror's distribution prices, based on the unit of issue (per NOTE on page 168), by determining the aggregate dollar value. This dollar value will be calculated by multiplying the individual distribution price by the estimated usage requirements for each of the items listed in the Schedule of Items. The aggregate dollar value will then be evaluated for reasonableness and overall lowest price to the Government. Firms shall offer a distribution price for each category of item. The

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distribution price is defined as a firm fixed price and offered as a dollar amount, which represents all elements of the unit price, other than the product price. The Schedule of Items Distribution Price will be validated for accuracy against the distribution price category. Distribution prices for all categories that do not relate to the schedule of items will be evaluated for fairness and reasonableness. The percentage of distribution price to total aggregate cost will also be evaluated.

**II. AGGREGATE PRICING**

- A. The Government will evaluate each offeror's aggregate pricing, based on the unit of issue (per NOTE on page 168), by determining the total price offered for the two-year base period and all option periods. This dollar value will be calculated by multiplying the individual unit prices by the estimated usage requirements for each of the items listed in the Schedule of Items. The aggregate dollar value, to include individual unit prices, will then be evaluated for reasonableness and overall lowest price to the government. The Schedule of Items is selected from the usage figures of primary customers provided by data obtained from the STORES MIS and Vendor Management Reports and consists of products from nearly all FSC Classes.
- B. The Government will evaluate offers for award purposes by adding the total price for all option periods 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 the options shall not obligate the Government to exercise the option(s).

**Price Evaluation Process** - Each proposal will be evaluated against the requirements of the solicitation. The Government will evaluate limited pricing data with the initial proposals and during discussions, in accordance with FAR 15.4, "Contract Pricing".

The Government will evaluate the offeror's pricing on the items listed in the Schedule of Items. Included in this process is the evaluation of options. The estimated quantities shall be multiplied by the unit prices to determine the lowest overall cost to the Government. Evaluation of the items will be on a group basis in accordance with FAR 25.503. See evaluation procedures at DFARS 225.502. If there are domestic offers (supplying greater than 50% domestic products), a 50% factor will be added to any non-qualifying country offer (supplying greater than 50% non-qualifying country products). If there are no domestic offers, or when a qualifying country offer (see 225.872-1 for a list of qualifying countries) is lower than the domestic offer, any non-qualifying country offers will be evaluated without the 50%. If these procedures result in a tie between a non-qualifying country offer and a domestic offer, the domestic offer will be considered the low offer on the basis of the pricing factor. These line by line figures will be totaled to arrive at an aggregate value. Pricing will be evaluated for all option years in the same manner.

A separate evaluation will also be made of the distribution prices provided for in the Schedule of Items, in order to determine aggregate distribution fees, and to compare category prices. Distribution prices will be more important than product price.

The information requested on the "Schedule of Items" attachment 1 will be evaluated on a comparative basis among all offerors.

If MPA items are added to this solicitation via solicitation amendment, the fixed MPA item product price will be used for evaluation of the schedule of items schedule of items for all offerors. The

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offerors will not be required to have commercial agreements in place with the MPA holders at this time. The Contracting Officer will automatically substitute each offerors schedule of items product price with the fixed MPA product price despite whether the offered product price is higher or lower than the fixed MPA product price.

The offeror is required to furnish limited pricing information as outlined in the solicitation section entitled **Submission Requirements**.

To be acceptable, the firm's price proposal must be complete, realistic, and reasonable. Proposals that are unrealistic in terms of technical or schedule commitments, or unrealistically low in price, will be considered indicative of a lack of understanding of the solicitation requirements.

To insure an objective price evaluation, the pricing of all offerors are to be based on the exact item in our schedule of items. When offerors qualify the salient characteristics of an item or items in the schedule and or when the government detects (through a relative pricing review and or a review of supporting invoices or quotes) that the pricing proposed is on an item which differs from the schedule of items description then the government reserves the right to employ remedies such as:

- (a) Where an insignificant number of items differ from the schedule of item descriptions, those items will be eliminated from the evaluation of all offerors;
- (b) Single serve items with small quantity differences may be evaluated without adjustment, as any additional quantity provides no additional value; and
- (c) Larger, generally wholesale size items, with quantity differences may be evaluated on a per pound or similar basis.
- (d) After discussions are held, if a significant number of items differ from the schedule of item descriptions then the offeror may be eliminated from the competitive range.

**Competitive Range Determination.** If discussions are required, after initial evaluations are completed, the contracting officer will make a competitive range determination. Price and technical considered, only the highest rated offerors will be included in the competitive range. Offerors in the competitive range will be included in discussions. Offerors out of the competitive range will not participate in discussions and will no longer be considered for award. Offerors excluded from the competitive range will be notified in writing. At that time, pursuant to FAR 15.505 (A) an offeror may request a pre-award or post-award debriefing. If a pre-award debriefing is held only limited information will be releasable. Offerors debriefed after the competitive range determination are not entitled to a second debriefing after the award is made.

**Selection Process.** The final technical and cost or price evaluation reports will be furnished to the Contracting Officer by the Evaluation Panel. The Contracting Officer will prepare a written recommendation for award and forward it to the Source Selection Authority (SSA). It is the ultimate decision of the SSA to determine which offeror receives the award.

**The following provisions are incorporated in full text:**

**FAR 52.216-1 -- Type of Contract (Apr 1984)**

The Government contemplates award of a fixed price/fixed price with prospective price redetermination contract resulting from this solicitation.

**DSCP 52.217-9P13 EVALUATION OF OPTIONS -- SOURCE SELECTION FOR AN INDEFINITE-DELIVERY, INDEFINITE-QUANTITY CONTRACT (JAN 1992)**

(a) For award purposes, in addition to an offeror's response to the base ordering period, the government will evaluate its response to all options, both technical and price. To evaluate price, the government will add the total price for all options to the total price for the base ordering period. Further, where a contract line or subline item number in section B specifies a minimum and maximum quantity, the maximum quantity will be used to determine the total price. Evaluation of options will not obligate the government to exercise the options. For this solicitation, the options are as specified in clause 52.217-9P12.

(b) Should offerors propose option prices which vary (for example, with quantities actually ordered and the dates when ordered), these offers will be evaluated using the highest option price offered for each item.

**FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (Jun 2008)**

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) *Definitions.* As used in this provision—

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;



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(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

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“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(1) Whose management and daily business operations are controlled by one or more women.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_.

*[Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]*

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

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(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is, o is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: \_\_\_\_\_

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it o is, o is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

**Number of Employees      Average Annual Gross Revenues**

<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51–100	<input type="checkbox"/> \$1,000,001–\$2 million
<input type="checkbox"/> 101–250	<input type="checkbox"/> \$2,000,001–\$3.5 million
<input type="checkbox"/> 251–500	<input type="checkbox"/> \$3,500,001–\$5 million
<input type="checkbox"/> 501–750	<input type="checkbox"/> \$5,000,001–\$10 million
<input type="checkbox"/> 751–1,000	<input type="checkbox"/> \$10,000,001–\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, *Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns*, or FAR 52.219-25, *Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting*, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

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(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns*. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]*

(10) *HUBZone small business concern*. *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

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(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(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.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

**Line Item No.      Country of Origin**

_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian or Moroccan end product,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act.”

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(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

**Line Item No. Country of Origin**


*[List as necessary]*

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

**Line Item No. Country of Origin**


*[List as necessary]*

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

**Line Item No.**


*[List as necessary]*

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(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

**Line Item No.    Country of Origin**

_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

**Line Item No.    Country of Origin**

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (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) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) o Have, o 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

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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, violating Federal criminal tax laws, or receiving stolen property;

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) o Have, o 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.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed end products.*

**Listed End Product    Listed Countries of Origin**

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(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(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.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

## PRIME VENDOR KOREA

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

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

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

- o TIN: \_\_\_\_\_.
- o TIN has been applied for.
- o TIN is not required because:
- o 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;
- o Offeror is an agency or instrumentality of a foreign government;
- o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;

o Other \_\_\_\_\_.

(5) *Common parent.*

o Offeror is not owned or controlled by a common parent;

o Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of provision)

*Alternate I (Apr 2002).* As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

*Alternate II (Oct 2000).* As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) *Address.* The offeror represents that its address o is, o is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern

## PRIME VENDOR KOREA

has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR Part 124, subpart B. For joint ventures, “address” refers to the address of the small disadvantaged business concern that is participating in the joint venture.

<b>ADDENDUM TO FAR 52.212-3</b>
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The following clause is incorporated by reference:

**DFARS 252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country (Oct 2006)**

The following clauses are incorporated in full text:

**FAR 52.215-6 PLACE OF PERFORMANCE (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, \_\_\_ intends, \_\_\_ does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (STREET ADDRESS, CITY, STATE, COUNTY, ZIP CODE)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT

**DFARS 252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM  
CERTIFICATE (JUN 2005)**

(a) Definitions. “Domestic end product,” “foreign end product,” “qualifying country,” “qualifying country end product,” and “United States” have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government—

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

**PRIME VENDOR KOREA**

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that—

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
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(3) The following end products are other foreign end products:

Line Item Number	Country of Origin (If known)
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**DLAD 52.233-9000 AGENCY PROTESTS (SEP 1999)**

Companies protesting this procurement may file a protest 1) with the contracting officer, 2) with the General Accounting Office, or 3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (Note: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

**DLAD 52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001)**

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR

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is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here [ ]. Alternate wording may be negotiated with the contracting officer.

**Included by Reference**

**DFARS 252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country (Oct 2006)**

<p align="center"><b><u>252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (JUN 2005)</u></b></p>
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(a) Definitions. As used in this clause—

- (1) “Foreign person” means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).
- (2) “United States” means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.
- (3) “United States person” is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it—

- (1) Does not comply with the Secondary Arab Boycott of Israel; and

**PRIME VENDOR KOREA**

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it—

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

**DOCUMENTS, EXHIBITS AND ATTACHMENTS**

<b>ATTACHMENT</b>	<b>NAME OF DOCUMENT, EXHIBIT AND ATTACHMENT</b>
1	Schedule of Items
2	NAPA Holders Listing
3	STORES EDI Information & 810 Transaction Set
3a	832 Catlog (Vendor to DSCP)- Proposed Modifications to Common Food Management System (CFMS) elements *
4	Subcontracting Plan
5	UGRA Schedule of Supplies
6	Monthly Fill Rate Report Example
7	Monthly Total Assest Visibility Report Example

\*Vendor maybe required in the future to have the ability to accomplish the proposed modifications



**ATTACHMENT 1 STARTS ON THE FOLLOWING PAGE**

**PRIME VENDOR SCHEDULE OF ITEMS**

**AN ELECTONIC COPY OF THE SCHEDULE OF ITEMS WILL BE AVAILBLE UPON REQUEST TO ANY OFFEROR WHO INTENDS TO SUBMIT A PROPOSAL FOR THIS SOLICITATION.**

**NOTE:** The Schedule of items is “snap shot” of the current customer requests at the time the solicitation is created. Customer demand for items will cause the usage amounts per item and actual number of items on the schedule of items to fluctuate up until time of award. A finalized catalog will be given to the successful offeror at the time of award and they will be responsible for any changes to the schedule of items between the time of the solicitation is issued and contract award.

**\*\*\*Please note the Government’s Unit of Issue When Submitting Price Per Item\*\*\***

Please contact Contract Specialist Tom Garofalo or Contracting Officer Karen Aquino in order to receive an electronic copy of the schedule of items. The schedule of itemss format will be Microsoft Excel Spreadsheet. Please provide a printed hard copy of the Business Proposal as well as a copy on CD. Offers must use the provided format for proposal submission. Any proposal which does not include a printed hard copy as well as a copy on CD may be considered **non-responsive**.

Contract Specialist  
Tom Schrank  
215-737-4526  
[Thomas.Schrank@dla.mil](mailto:Thomas.Schrank@dla.mil)

Contracting Officer  
Thomas Haley  
215-737-7530  
[Thomas.Haley@dla.mil](mailto:Thomas.Haley@dla.mil)

**ATTACHMENT 2 STARTS ON THE FOLLOWING PAGE**

PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 2

Agreement Number	Vendor	Brands
0353	ACH Food Companies, Inc. 7171 Goodlett Farms Parkway Memphis, TN 38016	<ul style="list-style-type: none"> <li>• Frymax</li> <li>• Whirl</li> </ul>
0157	<u>Advance Food Company</u> 13800 Wireless Way Oklahoma City, OK 73134	<a href="#">Click Here</a>
0367	Alder Foods 1 Foxhill Drive Walpole, MA 02081	<ul style="list-style-type: none"> <li>• Alder Foods</li> <li>• Farmland</li> <li>• Parmalat</li> </ul>
0317	American Bounty 12624 Daphne Avenue Hawthorne, CA 90250	<ul style="list-style-type: none"> <li>• American Bounty</li> </ul>
0296	American Coffee Federation 1100 17th St SW Washington, DC 20036	<ul style="list-style-type: none"> <li>• Del Pais Coffee</li> </ul>
0196	<u>American Pride Seafoods</u> Hwy 69 N. P.O. Box 436 Greensboro, AL 36744	<ul style="list-style-type: none"> <li>• Southern Pride</li> </ul>
0382	<u>Amy Food Inc.</u> 3324 S. Richey Street Houston, TX 77017	<ul style="list-style-type: none"> <li>• Amy Food</li> </ul>
0160	<u>Atkins Elegant Desserts, Inc.</u> 15510 Stoney Creek Way Noblesville, IN 46060	<ul style="list-style-type: none"> <li>• Atkins Elegant Desserts</li> </ul>
0388	Authentic Speciality Foods 4340 Ecalyptus Ave Chino, CA 91710-9705	<ul style="list-style-type: none"> <li>• Authentic Speciality</li> </ul>
0068	Awrey Bakery Food Service 12301 Farmington Road Livonia, MI 48150	<ul style="list-style-type: none"> <li>• Awrey Bakery</li> </ul>
0312	Azar Food Service 1800 Northwestern Dr El Paso, TX 79912	<ul style="list-style-type: none"> <li>• Azar</li> </ul>
0081	<u>B&amp;G Foods</u> 4 Gatehall Drive Suite 110 Parsippany, NJ 07054	<a href="#">Click Here</a>
0400	<u>B.C. Bundt, Inc.</u> P. O. Box 271848 Tampa, FL 33688-1848	<ul style="list-style-type: none"> <li>• B. C. Bundt</li> </ul>
0339	Balliro Corporation 3110 Henson Road	<ul style="list-style-type: none"> <li>• Balliro</li> </ul>

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	Knoxville, TN 37921	
0221	<u>Baltimore Spice, Inc.</u> 9740 Reisterstown Rd Owings Mills, MD 21117	<ul style="list-style-type: none"> <li>• Baltimore Spice</li> <li>• Culinary Choice</li> </ul>
0061	<u>Barber Foods</u> P.O. Box 4821 Portland, ME 04112	<ul style="list-style-type: none"> <li>• Barber Foods</li> </ul>
0152	<u>Basic American Foods</u> 2999 Oak Road Walnut Creek, CA 94596-2016	<a href="#">Click Here</a>
0256	Baumer Foods 4301 Tulane Ave New Orleans, LA 70119	<ul style="list-style-type: none"> <li>• Crystal</li> </ul>
0286	BD & K Foods, Inc. 312 Alabama St. Auburn, AL 36830	<ul style="list-style-type: none"> <li>• BD&amp;K Foods</li> </ul>
0140	<u>Berks Packing Co., Inc.</u> 307-323 Bingaman Street Reading, PA 19610-5919	<ul style="list-style-type: none"> <li>• Berks</li> </ul>
0397	<u>Blue Bunny Ice Cream</u> 1 Blue Bunny Dr Le Mars, IA 51031	<ul style="list-style-type: none"> <li>• Blue Bunny</li> <li>• Premium</li> <li>• Health Smart</li> </ul>
0257	Boja's Foods, Inc. P.O. Box 602 Bayou La Batre, AL 36509	<ul style="list-style-type: none"> <li>• Boja's</li> </ul>
0040	<u>Brakebush Brothers Inc.</u> N4993 6th Drive Westfield, WI 54964-9511	<ul style="list-style-type: none"> <li>• Brakebush Brothers</li> </ul>
0127	<u>Bridgford Foods Corporation</u> 1707 S. Good-Latimer Expwy Dallas, TX 75226	<ul style="list-style-type: none"> <li>• Bridgford</li> </ul>
0279	Buena Vista Food Products, Inc. 823 West 8th St. Azusa, CA 91702	<ul style="list-style-type: none"> <li>• Buena Vista</li> <li>• Linda's Cookies</li> </ul>
0017	<u>Bunge Oil</u> 3701 Algonquin Road Rolling Meadow, IL 60008	<ul style="list-style-type: none"> <li>• Bunge Food</li> <li>• R&amp;H</li> </ul>
0394	<u>Burger Maker</u> 666 16th St Carlstadt, NJ 11433	<ul style="list-style-type: none"> <li>• Burger Maker</li> </ul>
0301	<u>Butter Buds Foodservice</u> 2330 Chicory Rd Racine, WI 53403	<ul style="list-style-type: none"> <li>• Butter Buds</li> </ul>
0273	C&R Foods, Inc./Eyas Inc.	<ul style="list-style-type: none"> <li>• Dole</li> </ul>

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	105 Red Maple Ct Ponte Verda Beach, FL 32082-4605	• Ready Pac
0173	<u>C.H. Guenther &amp; Sons</u> P.O. Box 118 San Antonio, TX 78291	• Pioneer Flour
0008	<u>Campbell Soup Co.</u> 3010 Pleasantree Ct Oak Hill, VA 20171	<a href="#">Click Here</a>
0180	<u>Cargill Inc./Sunny Fresh</u> 206 West 4th St Monticello, MN 55362	<a href="#">Click Here</a>
0336	<u>Carl Buddig and Company</u> 950 West 175th St Homewood, IL 60430	• Carl Buddig • Old Wisconsin Co
0370	Carla's Pasta 50 Talbot Lane South Windor, CT 30007	• Carla's Pasta
0150	<u>Castleberry/Snow's Brands</u> P.O. Box 1010 Augusta, GA 30903	<a href="#">Click Here</a>
0265	<u>Chattanooga Bakery/Moonpie</u> 900 Manufacturers Rd Chattanooga, TN 37405	• Moonpie • Lookout
0241	Chicagoland Foods 9049 Heathwood Circle Niles, IL 60714	• Chicagoland Foods
0164	<u>Chicken Of The Sea International</u> 221 E. Main Street Milford, MA 01757	• Chicken Of The Sea
0309	<u>Clabber Girl Corp.</u> 900 Wabash Ave Terre Haute, IN 47807	• Clabber Girl • Rumford • Fleischmann
0329	<u>Clear Springs Foods, Inc.</u> 1500 E 4424 N Clear Lakes Rd Buhl, ID 83316	• Clear Spring Fds • X-Stream • Treasures
0249	<u>Clement Pappas Co, Inc.</u> 10 N Parsonage Rd Seabrook, NJ 08302	• Clement Pappas • Ruby Kist
0282	<u>Clement's Pastry Shop, Inc.</u> 3355 B 52nd Ave Hyattsville, MD 20781	• Clement's Pastry Shop
0147	<u>Clovervale Foods, Inc.</u> 226 Connecticut Ave Lorain, OH 44052	• Chef's Pantry

PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 2

0217	<u>Coffee Express</u> P.O. Box 1998 Slidell, LA 70459	<ul style="list-style-type: none"> <li>• Coffee Express</li> <li>• tropi-Rich</li> </ul>
0010	<u>Con Agra Foods Culinary Products</u> 7224 Greenbank Road Baltimore, MD 21220	<a href="#">Click Here</a>
0072	Continental Mills, Inc. & MultiFoods Hilton Head Plantation 114 Headlands Drive Hilton Head, SC 29926	<ul style="list-style-type: none"> <li>• Krusteaz</li> <li>• Pillsbury Bakery Mixes</li> </ul>
0012	<u>Country Home Bakers, Inc.</u> 361 Benigno Blvd Bellmawr, NJ 08031	<ul style="list-style-type: none"> <li>• Country Home Bakers</li> </ul>
0125	<u>Country Pure Foods, Inc.</u> Foodservice Division 681 West Waterloo Road Akron, OH 44314	<ul style="list-style-type: none"> <li>• Ardmore Farms</li> </ul>
0271	<u>Cuisine Solutions</u> 85 S Bragg St Suite 600 Alexandria, VA 22312	<ul style="list-style-type: none"> <li>• Cuisine Solutions</li> </ul>
0087	<u>Custom Food Products</u> 5145 W. 123rd Street Alsip, IL 60803-3495	<a href="#">Click Here</a>
0098	Daily Foods, Inc. 3535 S. 500 W. Salt Lake City, UT 84115	<ul style="list-style-type: none"> <li>• Daily's</li> </ul>
0380	<u>Dakota Gourmet/Sun Opta Companies</u> 896 22nd Ave. N. Wahpeton, ND 58075	<ul style="list-style-type: none"> <li>• Dakota Gourmet</li> <li>• Sunrich</li> <li>• Kettle Valley</li> </ul>
0404	<u>D'Andrea Brothers, LLC</u> 6399 Wilshire Blvd PH1 Los Angeles, CA 90048	<ul style="list-style-type: none"> <li>• HOOAH</li> </ul>
0026	<u>Dannon Company Inc.</u> Food Service Division 1501 Knoll Ridge Circle Corinth, TX 76205	<ul style="list-style-type: none"> <li>• Dannon Yogurt</li> </ul>
0347	Dan's Prize 226 Main St Gainesville, GA 30501	<ul style="list-style-type: none"> <li>• Dan's prize</li> </ul>
0272	Darlington Farms	<ul style="list-style-type: none"> <li>• Darlington Farms</li> </ul>
0402	<u>Dawn Food Products</u> 3333 Sargent Road Jackson, Michigan 49201	<ul style="list-style-type: none"> <li>• Dawn Food</li> </ul>

**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 2**

0133	Dean Foods/Morning Star 17380 Railroad Street City of Industry, CA 91748	• Rod's
0114	<u>Del Monte Foods</u> P.O. Box 193575 San Francisco, CA 94119-3575	<a href="#">Click Here</a>
0091	<u>Devault Foods</u> One Devault Ln. P.O.Box 587 Devault, PA 19432	<a href="#">Click Here</a>
0330	<u>Diamond Crystal Brands, Inc.</u> 3000 Tremont Road Savannah, GA 31412	• Diamond Crystal
0343	Diversified Foodservice Manufacturing Company 4305 Lynburn Drive Tucker, GA 30084	• Diversified
0284	<u>Dole Packaged Foods</u> 1 Dole Dr. Westlake Village, CA 91362	• Dole
0328	<u>Don's Food Products</u> 4461 Township Line Rd Schwenksville, PA 19473	• Don's Salad
0381	Duerson Foods 8922 102nd St. Pleasant Prairie, WI 53158	• Duerson Foods
0090	<u>Eastside Entrees</u> 20 Crossway Park N Suite 100 Woodbury, NY 11797	• East Side Entrees
0315	<u>El Cid Mexican Food Products, Inc.</u> 731 E Angeleno Ave Burbank, CA 91501	• El Cid Mexican
0359	<u>El Pinto Foods</u> 10500 4th Street Albuquerque, NM 87114	• El Pinto
0240	<u>Escalon Premier Brands</u> 1905 McHenry Ave Escalon, CA 95320	<a href="#">Click Here</a>
0047	Ferrante Brothers/Nick's Sausage P. O Box 368 5226 Monroe Place Hyattsville, MD 20781	• Nick's Sausage
0338	<u>Fishery Products International</u> 18 Electronics Ave Danvers, MA 01923	• Ocean Cuisine



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0169	<u>Fontanini Italian Meats and Sausages</u> 911 West 37th Place Chicago, IL 60609	<a href="#">Click Here</a>
0364	<u>Foodnet Branded Products</u> 4101 Cox Road Suite 120 Glen Allen, VA 23060	<ul style="list-style-type: none"> <li>• Foodnet Branded Products</li> <li>• Papa Felico</li> <li>• Domenic's of NY</li> </ul>
0337	<u>Freedom Coffee Company</u> 4344 Alabama Highway 41 South Selma, AL 36701	<ul style="list-style-type: none"> <li>• Freedom Coffee</li> </ul>
0049	<u>French's Foodservice</u> 4343 E. Mustard Way Springfield, MO 65803	<a href="#">Click Here</a>
0354	<u>Fruitful Juice Products</u> 822 Packer Way Sparks, NV 89431	<ul style="list-style-type: none"> <li>• Fruitful Juice Products</li> </ul>
0305	<u>Furman Foods Inc.</u> 770 Cannery Rd Northumberland, PA 17857	<ul style="list-style-type: none"> <li>• Furmano's</li> </ul>
0058	<u>G &amp; A Food Service</u> 12200 32nd Court North St. Petersburg, FL 33716	<a href="#">Click Here</a>
0307	<u>Gardenburger</u> 15615 Alton Pkwy Suite 350 Irvine, CA 92618	<ul style="list-style-type: none"> <li>• Gardenburger</li> </ul>
0011	<u>General Mills Bakeries &amp; Food Service Inc.</u> #1 G.M. Blvd P.O. Box 1113 Minneapolis, MN 55440	<a href="#">Click Here</a>
0210	<u>GFF Inc. (Girard's Foodservice)</u> 1520 E. Adams Blvd. Los Angeles, CA 90011	<ul style="list-style-type: none"> <li>• Girard's</li> </ul>
0379	<u>Giorgio Foods</u> 1161 Park Road Reading, PA 19605	<ul style="list-style-type: none"> <li>• Giorgio</li> </ul>
0346	<u>Good Harbor Fillet Co</u> 21 Great Republic Drive Gloucester, MA 01930	<ul style="list-style-type: none"> <li>• Good Harbor Fillet</li> <li>• Midship</li> </ul>
0299	<u>Good Humor-Breyers Ice Cream</u> P.O. Box 19007 Green Bay, WI 54307-9007	<a href="#">Click Here</a>
0287	Grand Brand/True Lemon	<ul style="list-style-type: none"> <li>• Grand Brand/True</li> </ul>

PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 2

		Lemon
0356	<u>Grecian Delight Foods, Inc.</u> 1201 Tonne Road Elk Grove Village, IL 60007	• Grecian Delight
0211	<u>Hatfield Quality Meats</u> 2700 Funks Rd. Hatfield, PA 19440	• Hatfield
0290	<u>Hawaii Coffee Company, Inc.</u> 1555 Kalani St Honolulu, HI 96817	• Royal Kona Coffee • Lion Coffee
0144	<u>Hebrew National</u> P.O. Box 709 Hudson, WI	• Hebrew National
0032	<u>Heinz &amp; Lea &amp; Perrins, Inc. (merged)</u> 1062 Progress Street Pittsburgh, PA 15212	<a href="#">Click Here</a>
0018	Hillshire Farm & Kahn's 3241 Spring Grove Ave. Cincinnati, OH 45225	• Hillshire • Kahn
0248	<u>Hope's Country Fresh Cookies</u> 221 King Manor Drive King of Prussia, PA 19406	• Hope's Country Fresh Cookies
0233	<u>Hormel Foods</u> #1 Hormel Place Austin, MN 55912	<a href="#">Click Here</a>
0355	Imperial Food Services, Inc. 740 Schneider Drive South Elgin, Illinois 60177	• Imperial Food • Betty's Kitchen
0340	<u>Imperial Sales Company &amp; Truitt Brothers, Inc.</u> P. O. Box 966 Watsonville, CA 95077	• Imperial Sales • Mexi-Frost • Truitt Brothers • Saver Pak
0366	Independence Food Group 225 Donna Drive Plymouth Meeting, PA 19462	• Independence Food Group • A Esposito
0200	Insta-Cook, Inc. 5400 Opportunity Court Minnetonka, MN 55343	• Terry's Comfort Foods
0075	<u>J &amp; J Snack</u> 6000 Central Highway Pennsauken, NJ 08109	<a href="#">Click Here</a>
0034	<u>J.M. Smuckers Co.</u> 1 Strawberry Lane Orrville, OH 44667-0280	• Smuckers

PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 2

0204	<u>J.O.Y. Foods, Inc.</u> 6940 Marvin D. Love Fwy. Dallas, TX 75237	<a href="#">Click Here</a>
0175	<u>J.T.M. Provisions Co</u> 200 Sales Drive Harrison, OH 45030	• J.T.M. Food Group
0384	<u>Jack Link's Beef Jerky</u> 1 Snack Food Lane Minong, WI 54859	• Jack Link's
0371	Jean-Batiste Foods 920 W. Pinhook Suite 240 Lafayette, LA 70503	• Jean-Batiste Foods • Barras
0375	<u>Jennie-O Turkey</u> 205 Willmar Ave Willmar, MN 56201	• Jennie-O
0003	Jimmy Dean & Bryan Foods 8000 Centerview Pkwy Suite 400 Cordova, TN 38018	• Jimmy Dean • Rudy's Farm
0285	<u>Johnsonville Sausage</u> P.O. Box 906 Sheboygan Falls, WI 53085	• Johnsonville
0002	<u>Kellogg Sales Company</u> One Kellogg Square P.O. Box 3599 Battle Creek, MI 49016-3599	<a href="#">Click Here</a>
0122	<u>Ken's Foods Inc.</u> 501 Silverside Road Wilmington, DE 19809	• Ken's
0391	<u>Kerry Food &amp; Beverage</u> 100 East Grand Ave Beloit, WI 53511	• Kerry Food • Golden Dipt
0297	<u>Kikkoman International</u> 50 California St Suite 3600 San Francisco, CA 94111	• Kikkoman
0283	<u>King &amp; Prince Seafood Corp.</u> 1 King & Prince Blvd Brunswick, GA 31521	• King & Prince • KP Custom
0276	<u>Kings Delight</u> 2063 Memorial Park Rd Gainesville, GA 30504	• Kings Delight • Premium Gold • King Zing
0294	<u>Klement's Foodservice</u> 207 E Lincoln Ave	• Klement's

PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 2

	Milwaukee, WI 53207	
0318	<u>Koch Foods, Inc.</u> 4404 West Berteau Chicago, IL 60641	• Koch Foods
0001	<u>Kraft, Nabisco, &amp; VeryFine (merged)</u> One Kraft Court Glenview, IL 60025	<a href="#">Click Here</a>
0113	Kronos Products, Inc. 4501 West District Blvd. Chicago, IL 60632	• Kronos
0215	<u>Kunzler &amp; Company</u> 652 Manor Street Lancaster, PA 17604	• Kunzler
0109	<u>Lamb-Weston, Inc.</u> 8701 West Gage Blvd. P.O. Box 1900 Tri Cities, WA 99302	<a href="#">Click Here</a>
0045	<u>Land O' Lakes</u> P.O. Box 64101 St. Paul, MN 55164-0101	<a href="#">Click Here</a>
0254	<u>Larsen Farms</u> 2379 E 2300 N Hamer, ID 83425	• Larsen Farms • Idaho's
0154	<u>Lemon X</u> 168 Railroad St P.O. Box 20800 Huntington Station, NY 11746	<a href="#">Click Here</a>
0385	<u>Little Lady Foods</u> 2323 Pratt Blvd. Elk Grove Village, IL 60007	• Little Lady Foods • Primerro
0342	<u>Love &amp; Quiches Desserts</u> 178 Hanse Avenue Freeport, NY 11520	• Love & Quiches
0056	<u>Lyons Magnus</u> 1636 South Second Street Fresno, CA 93702	<a href="#">Click Here</a>
0020	<u>M&amp;M Mars</u> Uncle Ben's Foodservice 800 High Street Hackettstown, NJ 07840	<a href="#">Click Here</a>
0368	<u>M.C.I. Foods</u> 12835 Atlantic Ave. Compton, CA 90221	• Foodnet Branded Products • Papa Felico • Domenic's of NY

PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 2

0392	<u>Magic Seasoning Blends</u> 720 Distributor Row Harahan, LA 70123	• Magic Seasoning • Chef Paul
0372	<u>Major Products, Co.</u> 66 Industrial Ave Little Ferry, NJ 07643	• Major Products
0228	<u>Malt-O-Meal</u> P.O. Box 631 Northfield, MN 55057	• Malt-O-Meal
0161	<u>Martha Olson's</u> P.O. Box 66 Sutter Creek, CA 95685	• Martha Olson
0396	<u>Mc Greevy's Mid West Meat Co.</u> 230 N. West St Wichita, KS 67203-1203	• Mc Greevy's Mid West
0043	<u>McCain</u> 2905 Butterfield Road Oakbrook, IL 60520-1106	<a href="#">Click Here</a>
0038	<u>McCormick &amp; Company</u> Food Service Division B 226 Schilling Circle Hunt Valley, MD 21031	<a href="#">Click Here</a>
0014	McIlhenny Inc. 601 Poydras St. Suite 1815 New Orleans, LA 70130	• McIlhenny Hot Sauce
0184	Michael Angelo's Italian Gourmet 200 Michael Angelo Way Austin, TX 78728	• Michael Angelo's
0057	<u>Michael Foods, Inc.</u> Northern Star Co. 3171 5th Street South East Minneapolis, MN 55414-3374	<a href="#">Click Here</a>
0387	<u>Michael's Cookies</u> 10635 Scripps Ranch Blvd. Suite D San Diego, CA 92131	• Michael's Cookie
0227	Military Food & Beverage Specialists 6885 Beach Drive, SW Ocean Isle Beach, NC 28469	• General's Best • General's Sport Ice
0406	MNM Foods Inc. P. O. Box 471077 Forth Worth, TX 76116	• MNM Foods
0389	<u>Montana's Pioneer Products</u> 100 N. 27th St	• Montana's Pioneer

**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 2**

	Suite 750 Billings, MT 59101	
0268	<u>Monterey Mushrooms, Inc.</u> 2 Hazel St P.O. Box 250 Bonne Terre, MO 63628-0250	<ul style="list-style-type: none"> <li>• Monterey Mushrooms</li> <li>• Red Label</li> <li>• Silver Label</li> <li>• Green Label</li> </ul>
0230	<u>Mott's Inc.</u> 6 High Ridge Office Park Stamford, CT 06905	<ul style="list-style-type: none"> <li>• Mott's</li> <li>• Holland House</li> <li>• Hawaiian Punch</li> </ul>
0126	<u>Mrs. T's Pierogies</u> 600 East Center St P.O. Box 606 Shenandoah, PA 17976-0606	<ul style="list-style-type: none"> <li>• Mrs. T's</li> </ul>
0401	<u>Nana Services, LLC</u> 1010 S. 336th Street Suite 205 Federal Way, WA 98003	<ul style="list-style-type: none"> <li>• Nana Services</li> </ul>
0360	<u>Nardone Bros Baking Co.</u> 420 New Commerce Blvd Wilkes Barre, PA 18706	<ul style="list-style-type: none"> <li>• Nardone Bros</li> </ul>
0374	<u>National Steak &amp; Poultry</u> 301 East Fifth Avenue Owasso, OK 45879	<ul style="list-style-type: none"> <li>• National Steak &amp; Poultry And Steakhouse</li> </ul>
0308	<u>Needham Inc.</u> 1204 Jones St Omaha, NE 68102	<ul style="list-style-type: none"> <li>• Needham</li> </ul>
0015	<u>Nestle Brands Foodservice Co. &amp; Chef America (merged)</u> 607 William Street Suite 205 Fredericksburg, VA 22405	<a href="#">Click Here</a>
0395	<u>Nestle/Powerbar</u> 800 North Brand Blvd Glendale, CA 90505	<ul style="list-style-type: none"> <li>• Nestle</li> <li>• Powerbar</li> </ul>
0344	<u>N'Genuity</u> 15333 North Pima Road Suite 120 Scottsdale, AZ 85260	<ul style="list-style-type: none"> <li>• N'Genuity</li> <li>• Bo Jackson Signature Foods</li> </ul>
0302	<u>Nicolet Forest Bottling/Water Concepts</u> 39 S Barrington Rd South Barrington, IL 60010	<ul style="list-style-type: none"> <li>• Water Joe</li> </ul>
0326	Nish	<ul style="list-style-type: none"> <li>• Nish</li> </ul>
0399	Nong Shim America, Inc. 12155 Sixth Street	<ul style="list-style-type: none"> <li>• Nong Shim Foods</li> </ul>

**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 2**

	Rancho Cucamonga, CA 91730	
0332	<u>Northwest Packing Co.</u> 1701 West 16th St Vancouver, WA 98660	<ul style="list-style-type: none"> <li>• Northwest Packing</li> <li>• Old California</li> <li>• Oregon Trail</li> </ul>
0405	<u>NuChoice Foods, Inc.</u> 4553 South Westmoreland Road Dallas, TX 75237	<ul style="list-style-type: none"> <li>• Nu Choice</li> </ul>
0334	<u>Nutriom, LLC</u> 3145 Hogum Bay Road, NE Lacey, WA 98516	<ul style="list-style-type: none"> <li>• Nutriom</li> <li>• Ova Easy</li> </ul>
0300	Ocean Direct 12624 Daphne Ave Hawthorne, CA 90250	<ul style="list-style-type: none"> <li>• Ocean Direct</li> <li>• Channel Marker</li> </ul>
0139	<u>Ocean Spray</u> 1001 Warrenville Rd #100 Lisle, IL 60532	<ul style="list-style-type: none"> <li>• Ocean Spray</li> </ul>
0333	<u>Ochoa Foods</u> 910 W Main St Suite 248 Boise, ID 83702	<ul style="list-style-type: none"> <li>• Ochoa Foods</li> <li>• Quincy Platinum</li> </ul>
0349	<u>Odyssey</u> 150 Nickerson St Suite 300 Seattle, WA 98109-1634	<ul style="list-style-type: none"> <li>• Odyssey Seafood</li> <li>• Treasures from the Sea</li> </ul>
0325	<u>Ole' Mexican Foods, Inc.</u> 6585 Crescent Drive Norcross, GA 30071	<ul style="list-style-type: none"> <li>• Ole Mexican Foods</li> <li>• La Banderita</li> <li>• Verole</li> </ul>
0390	Omni Custom Meats, Inc. 151 Vanderbilt Court Bowling Green, KY 42103	<ul style="list-style-type: none"> <li>• Omni Custom Meats</li> </ul>
0331	Oscar Robertson Foods 1 Greentree Center Marlton, NJ 08053	<ul style="list-style-type: none"> <li>• Oscar Robertson</li> <li>• Signature Products</li> </ul>
0029	<u>Otis Spunkmeyer &amp; Chippery (merged)</u> 14490 Catalina Street San Leandro, CA 94577-5516	<ul style="list-style-type: none"> <li>• Otis Spunkmeyer</li> <li>• Chippery</li> </ul>
0107	Par-Way/Tryson Co. 107 Bolte Lane St. Clair, MO 63077	<ul style="list-style-type: none"> <li>• Vegalene</li> <li>• Bak-Klene</li> </ul>
0255	<u>Pepe's Incorporated</u> 1325 W 15th St Chicago, IL 60608	<ul style="list-style-type: none"> <li>• Pepe's</li> </ul>
0070	<u>Pepsico Foodservice &amp; Vending</u>	<a href="#">Click Here</a>

**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 2**

	321 N. Clark Street Chicago, IL 60610	
0060	<u>Perdue Farms, Inc.</u> P.O. Box 1537 Salisbury, MD 21802-1537	• Perdue Brands
0112	<u>Pierre Foods</u> 9990 Princeton Road Cincinnati, OH 45246	• Pierre Foods
0096	<u>Pilgrims Pride &amp; Con Agra Poultry (merged)</u> P.O. Box 7275 Broadway, VA 22815	<a href="#">Click Here</a>
0048	<u>Pinnacle Foods</u> 1000 St Louis Union Station Suite 400 St Louis, MO 63103	<a href="#">Click Here</a>
0063	<u>Portion Pac, Inc.</u> 7325 Snider Road Mason, OH 45040	<a href="#">Click Here</a>
0108	<u>Precision Foods, Inc.</u> 11457 Olde Cabin Road St. Louis, MO 63141	<a href="#">Click Here</a>
0341	Premium Protein Products 4611 West Adams Lincoln, NE 68524	• Premium Protein Products
0313	<u>Premium Quality Foods</u> 1903A N Broadway Red Oak, IA 51566	• Premium Quality • Red Oak Farms
0383	<u>Premium Standard Farms</u> 805 Pennsylvania Ave Kansas City, MO 64105	• Premium Standard Farms
0261	<u>Quantum Culinary, LLC</u> 750 South Schmidt Rd Bolingbrook, IL 60440	• Quantum Culinary • Simply Gourmet
0179	<u>Quantum Foods</u> 750 South Schmidt Road Bolingbrook, IL 60440	• Quantum Foods
0216	<u>Ralcorp Frozen Bakery</u> 999 Oakmont Plaza Drive West Mont, IL 60559	• Bakery Chef • Krusteaz
0386	Randolph Packing Company 275 Roma Jean Parkway Streamwood, IL 60107	• Randolph Packing Co
0252	<u>Rastelli Fine Food</u> 300 Heron Drive Swedesboro NJ 08085	• Rastelli Fine Food



PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 2

0274	<u>RDV Ventures, Inc.</u> P.O. Box 7 Watkinsville, GA 30677	<ul style="list-style-type: none"> <li>• RDV Ventures</li> <li>• Ramblin Rostr</li> </ul>
0159	<u>Reily Foods Company</u> 3434 Mynatt Ave. Knoxville, TN 37919	<a href="#">Click Here</a>
0363	<u>Ribs on Wheels, Incorp.</u> 626 May Street Jacksonville, FL 32204	<ul style="list-style-type: none"> <li>• Ribs on Wheels</li> </ul>
0191	<u>Richmond Peak Quality</u> 2920 Regatta Blvd Richmond, CA 94804-0013	<a href="#">Click Here</a>
0262	<u>Rich's Food Service Division</u> 1 Robert Rich Way Buffalo, NY 14240	<ul style="list-style-type: none"> <li>• Rich Products</li> <li>• Bahama Blast</li> <li>• Byron's</li> </ul>
0142	<u>Rich-Sea Pak Group</u> 127 Airport Rd St Simons Island, GA 31522-0270	<a href="#">Click Here</a>
0077	<u>Rose Packing Co.</u> 65 South Barrington Road Barrington, IL 60010	<a href="#">Click Here</a>
0324	<u>Rotella's Italian Bakery, Inc.</u> 6949 South 108th St La Vista, NE 68128	<ul style="list-style-type: none"> <li>• Rotella's</li> </ul>
0259	<u>Ruiz Food Products, Inc.</u> 501 South Alta Drive Dinuba, CA 93618	<ul style="list-style-type: none"> <li>• Ruiz</li> </ul>
0369	<u>RWI Resources</u> P.O. Box 72800 Marietta, GA 30007	<ul style="list-style-type: none"> <li>• RWI</li> <li>• Vital Fruit</li> <li>• Riptide</li> </ul>
0214	S & K Industries, Inc./Abuelita Mexican Foods Products 9209 Enterprise Court Manassas Park, VA 20111	<ul style="list-style-type: none"> <li>• Abuelita</li> </ul>
0289	<u>S&amp;D Coffee, Inc</u> 300 Concord Parkway South Concord, NC 28027	<ul style="list-style-type: none"> <li>• S&amp;D Coffee</li> <li>• American Select</li> </ul>
0104	Samband of Iceland 190 Enterprise Drive Newport News, VA 23603	<ul style="list-style-type: none"> <li>• Iceland</li> <li>• Seaside</li> </ul>
0022	<u>Sara Lee Bakery</u> 900 N. North Branch St Chicago, IL 60622	<ul style="list-style-type: none"> <li>• Sara Lee Bakery</li> <li>• Bistro Collection</li> <li>• Chef Pierre</li> <li>• Oven Fresh</li> <li>• Turano Old</li> <li>World Bakers</li> </ul>

**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 2**

0234	Sara Lee Dressing & Sauces 1325 Chase Avenue Elk Grove Village, IL 60007	<ul style="list-style-type: none"> <li>• Superior</li> <li>• Bonne Chere</li> </ul>
0004	Sara Lee Refrigerated Foods 900 N North Branch St Chicago, IL 60622	<ul style="list-style-type: none"> <li>• Sara Lee Carvers Collection</li> <li>• Briar Street</li> <li>• Ball Park Franks</li> <li>• Springbrook Farms</li> </ul>
0403	<u>Schreiber Foods, Inc.</u> 425 Pine St. Green Bay Wisconsin 54307-19010	<ul style="list-style-type: none"> <li>• Schrieber and Raskas</li> </ul>
0006	<u>Schwan's Food Service Company</u> 115 West College Drive Marshall, MN 56258	<a href="#">Click Here</a>
0288	<u>Shasta Sales Incorporated</u> 1343 Garner Lane Suite 205 Columbia, SC 29210	<ul style="list-style-type: none"> <li>• Shasta • Everfresh</li> </ul>
0007	<u>Simplot</u> 6360 South Federal Way P. O. Box 9386 Boise, ID 83707	<ul style="list-style-type: none"> <li>• Simplot</li> </ul>
0055	Simply Fresh Fruit 472 Ridge Meade Dr Lewisville, TX 75067	<ul style="list-style-type: none"> <li>• Simply Fresh Fruit</li> </ul>
0348	<u>Six Points, Inc.</u> 1227 Lincoln Mall Lincoln, NE 68508	<ul style="list-style-type: none"> <li>• Six Points</li> </ul>
0025	<u>Smithfield Foods Corp &amp; Farmland Foods (merged)</u> 805 East Kemper Road Cincinnati, OH 45246	<a href="#">Click Here</a>
0270	<u>Snyder's of Hanover</u> 1250 York St Hanover, Pennsylvania 17331	<ul style="list-style-type: none"> <li>• Snyder's of Hanover</li> </ul>
0281	<u>SouthStream Seafoods, Inc.</u> P.O. Box 6010 Warwick, RI 02887	<ul style="list-style-type: none"> <li>• SouthStream Seafoods</li> <li>• Frostmark</li> </ul>
0376	Spartanburg Meat Processing Co. Inc. 3003 N. Blackstock P.O. Box 170069 Spartanburg, SC 29301	<ul style="list-style-type: none"> <li>• Spartanburg</li> </ul>
0295	<u>Starbucks Coffee</u> 2401 Utah Ave South MS 5-BA8 Seattle, WA 98134	<ul style="list-style-type: none"> <li>• Starbucks</li> </ul>

PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 2

0238	<u>State Fair Foods, Inc.</u> 3900 Meacham Blvd Haltom City, TX 76117	• State Fair Foods
0393	<u>Steuben Foods, Inc.</u> 155-04 Liberty Ave Jamaica, NY 11433	• Steuben Foods • Whitney's Foods
0105	Sugar Foods Corp. P.O. Box 548 Broomall, PA 19008	• Sweet-Low
0320	<u>Sun Rayz Products, Inc.</u> 334 S Hyde Park Avenue Tampa, FL 33606	• Sun Rayz
0345	<u>Sunrise Foods, Inc.</u> 3120 Vallyview Drive Columbus, OH 43204	• Sunrise Foods
0218	Super Bakery, Inc. 5700 Corporate Dr Suite 455 Pittsburgh, PA 15237	• Super Bakery
0398	<u>Supherb Farms</u> 300 Diane Dr Turlock, CA 95381	• Supherb Farms
0311	Sweet Productions Limited 5100 New Horizons Blvd Amityville, NY 11701	• Hooah Bar
0253	<u>Sweet Streets Desserts, Inc.</u> 722 Hiesters Lane Reading, PA 19605	<a href="#">Click Here</a>
0378	<u>T.W. Garner Food Company</u> P.O. Box 4329 Winston-Salem, NC 27115-4329	• T.W. Garner • Texas Pete
0239	<u>Tampa Maid Foods, Inc.</u> 1600 Kathleen Road Lakeland, FL 33805	• Tampa Maid
0316	<u>The Carriage House Companies</u> 59 Pebble Hill Rd Fairport, NY 14450	• The Carriage House
0181	The Citrus Group, Inc 5321 Cleveland St, Suite 205 Virginia Beach, VA 23462	• The Citrus Group • Main Squeeze Juice
0102	<u>The Minute Maid Co.</u> P.O. Drawer 1734 Atlanta, GA 30301	<a href="#">Click Here</a>
0358	The Pizza Company	• The Pizza Co.

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	400 Gerona Ave Miami, FL 33146	
0361	<u>The Wornick Company</u> 10825 Kenwood Road Cincinnati, OH 45242	<ul style="list-style-type: none"> <li>• The Wornick Company</li> <li>• A La Smart</li> </ul>
0036	<u>Tones Brothers, Inc.</u> 2301 SE Tones Drive Ankery, IA 50021-8888	<a href="#">Click Here</a>
0357	<u>Tony Dorsett Food Products, Inc.</u> 450 Clay Ave Piscataway, NJ 08854-1413	<ul style="list-style-type: none"> <li>• Tony Dorsett</li> </ul>
0178	<u>Total Ultimate Foods Inc.</u> 683 Manor Park Dr Columbus, OH 43228	<a href="#">Click Here</a>
0100	<u>Trident Seafoods Corp.</u> 5202 Shilshole Ave. NW Seattle, WA 98107	<a href="#">Click Here</a>
0013	<u>Tyson Foods, Inc.</u> P.O. Box 2020 Springdale, AZ 72765-2020	<ul style="list-style-type: none"> <li>• Tyson</li> <li>• Holly Farms</li> <li>• Weaver</li> <li>• Lady Aster</li> </ul>
0095	<u>Unilever Best Foods</u> 2200 Cabot Drive Lisle, IL 60532	<a href="#">Click Here</a>
0362	<u>Valley Foods Incorp.</u> 335 E Boardman Street Youngstown, OH 44503	<ul style="list-style-type: none"> <li>• Valley Foods</li> </ul>
0197	<u>Vanee Foods Company</u> 5418 McDermott Dr. Berkeley, IL 60163	<ul style="list-style-type: none"> <li>• Vanee Foods</li> </ul>
0231	<u>Victoria Packing Corp</u> 43 East 100 St Brooklyn, NY 11236	<ul style="list-style-type: none"> <li>• Victoria Packing</li> </ul>
0245	<u>Viking Seafoods, Inc.</u> 50 Crystal Street Malden, MA 02148	<ul style="list-style-type: none"> <li>• Viking Seafoods</li> </ul>
0042	<u>Vitality Foodservice, Inc.</u> 400 N Tampa St Suite 1700 Tampa, FL 33602	<a href="#">Click Here</a>
0277	<u>W M Leahy/Carbotrol</u> 2900 Shermer Rd Northbrook, IL 60062	<ul style="list-style-type: none"> <li>• Leahy</li> <li>• IFP</li> <li>• Carbotrol</li> </ul>
0314	<u>Wanchese Fish Co.</u> 2000 Northgate Commerce Pkwy	<ul style="list-style-type: none"> <li>• Wanchese Fish Co</li> </ul>

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	Suffolk, VA 23435	
0319	<u>Welch's</u> 1 Tara Dr Suite 302 Nashua, NJ 03062-2809	• Welch's
0373	Werling & Sons 7909 Broughton Pike Paulding, OH 45879	• ADJR
0351	Westminster 207 Randbury Road Rutland, VT 05701	• Westminster Cracker
0377	<u>Whole Harvest</u> 376 Westpack Drive Warsaw, NC 28398	• Whole Harvest • Smart Fry
0187	<u>Windsor Foods Company &amp; Speciality Brand</u> 3355 West Alabama #730 Houston, TX 77098	<a href="#">Click Here</a>
0232	<u>Yo Cream</u> 5858 NE 87th Ave Portland, OK 97220	• Yo Cream
0124	<u>Zartic, Inc.</u> 438 Lavender Drive Rome, GA 30165	• Zartic
0423	<u>4C Foods Corp</u> 480 Fountain Ave. Brooklyn, NY 11208	• 4C

**Comment [p2]:** Added to Napa List  
per Iraq Amendment 004

**ATTACHMENT 3 STARTS ON THE FOLLOWING PAGE**

**PART A*****EDI Implementation Guidelines for Subsistence Prime Vendor (STORES)****May 1, 1998*

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**PART B**

**810 Transaction Set Version 3050**

*Electronic Invoice*

*Revised 7/30/98*



## Section 1.0 General Information

### 1.1 Contacts

Contact For	Name	Phone Number
DSCP System (STORES)	Tom Tarpey	(215) 737-4507
EDI Information	DoD Elec Comm Info Ctr	(800) 334-3414
EDI Information	Elec Comm Regional Ctr	<a href="http://www.saecrc.org">http://www.saecrc.org</a>
EDI Technical Support	Don Holmes	(215) 737-7317
Network Technical Support	DAASC – Paul McGhee	(937) 656-3805
DAASC Technical Support	Hotline Desk	(513) 296-5914
Prime Vendor Coordination	Keith Ford	(215) 737-2903
STORES Technical Support	STORES Help Desk	(800) 729-7869

### 1.2 EDI - How It Works

Orders are generated on a regular basis by the customer's requisition systems or keyed in by the customer and sent electronically to the vendor. The order data is passed through EDI translation software where it is converted into a standard structured format and a file is generated for the vendor. The system which performs this translation and transmission from the military customer's ordering point is the Subsistence Total Ordering and Receipting Electronic System (STORES).

Purchase orders are transmitted electronically to a network on a daily basis. The customer may order more than once a day. The network processes the files into the vendor's mailbox where the orders are held awaiting pick-up by the vendor. Replies are sent to the network by vendors to acknowledge that the transmission was received. These acknowledgments are picked up later by each customer's system. Each party communicates with the network which greatly simplifies the process.

When the network delivery to the vendor is complete, optimal use of the data by the vendor will be achieved when the vendor converts the purchase order data from the standard transmission format into their own internal format. Vendor processing can then occur without having to key the purchase order data.

Vendors provide initial and updated catalog item and price data via EDI. This data is transmitted to the Defense Personnel Support Center (DSCP) and not directly to the customer.

### 1.3 Parties Involved

There are approximately 220 military bases participating CONUS-wide with an approximate total of 500 purchasing locations. There will be an estimated 50 military bases participating in the European Theater with approximately 50 ordering locations. The central coordination for all activity is DSCP located in Philadelphia, PA. DSCP also has a support office in Europe, designated DSCP-E, which will play a role in Prime Vendor Europe.

Orders to be sent via EDI are determined by the customer's purchasing locations at the military base. These locations can be a dining facility, warehouse, depot, hospital, ship, child care center, or other facility. The purchasing locations are determined by the needs of the customer.

It is assumed that the participating vendor will handle via one EDI communication point all customer orders for any location within the contract geographical area. Other vendor or

distributor's participation levels may be negotiable, and should be discussed with the DSCP EDI Coordinator.

#### **1.4 Transaction Sets**

When the customer sends the 850 Purchase Order to the vendor, a summary transaction is also sent to DSCP via EDI. This summary transaction contains only a total purchase order dollar amount and number of food items ordered. When the customer receives the goods ordered, quantities received are recorded using the STORES system. Once the receipts are approved and released, the 861 Receipt transaction set is used to send the details to DSCP. Vendors may receive copies of the 861 Receipt if desired.

Customers will not issue order cancellations via EDI. Vendors will not directly notify the customer of price changes, term changes, or deletions. The vendor sends this information via EDI to DSCP via the 832 Catalog transaction set. Once the appropriate updates are completed on the STORES MIS catalog, DSCP will send the 832 transaction set to all customers with the updated catalog information.

The EDI transaction sets are described in detail in later sections of this guideline. Vendors must be able to support the 850 Purchase Order, 832 Catalog, 997 Functional Acknowledgment, and, if desired, the 861 Receipt.

#### **1.5 Software**

All DSCP customers will be using the same EDI software and network to transmit orders. A standard system will be installed at all the participating military bases. Standard procedures have been implemented to ensure the distributed operations can be controlled and maintained from the central site in Philadelphia.

The vendor may select any software that supports the transaction sets currently traded and any sets that may be traded in the future.

#### **1.6 Networks**

Networks are used as a clearinghouse for all transmissions. Sending and receiving parties may work independently of each other by letting the network handle problems such as storage, communication incompatibilities, scheduling and retransmission.

DSCP pays the network charges for delivery of the customer's documents to the network. The vendor will pay the charges for delivery of the customer's documents from the network to the vendor's system. Vendors may access the network by various means. Access may be via dial-up modem or via an Internet utility.

Various means of carrying data among the customers, vendors, and DSCP are being considered at this point. Toll-free 1-800 lines will not be used overseas. Vendors will need to rely on other means of accessing STORES. One of the most likely scenarios uses the Internet to pass and receive transactions. This may require that the vendor use an Internet service provider to access STORES.

#### **1.7 Standards**

DSCP subscribes to the American National Standards Institute (ANSI) X12 standards. The version supported in the purchase order transaction set is Version 3 Release 4 Subrelease 2.

Version 3060 may also be supported in future releases of STORES. ANSI X12 documentation may be obtained from:

EDI Support Services, Inc.  
PO Box 203  
Chardon, Ohio 44024  
1-800-334-4912

Once a new version of standards has been adopted and documented, DSCP will evaluate the changes to determine the impact to the system. DSCP will progress to a new version of the standards as needs justify. In such instances, the old version of the standards will continue to be supported as long as seems practical and necessary.

When it is necessary to convert to a new version of standards, DSCP will contact all trading partners and will furnish the date when DSCP will be prepared to transmit and receive messages in the new format. Appropriate document layouts will also be furnished. Arrangements can be made through the DSCP EDI Coordinator to conduct a test transmission using the new version of standards.

## **Section 2.0 Trading Partner Setup**

### **2.1 Legal**

Before DSCP customers can progress from test to production mode with the purchase order transaction, an Electronic Purchase Agreement (EPA) should be ratified. An EPA is a contract between the vendor and DSCP to send and receive documents electronically and in no way interferes with the contract, general purchase agreement or Purchase order terms.

### **2.2 Phase I - Sample Test File**

During the Sample Test Phase generic purchase orders will be sent to vendors to ensure capability of receiving the customer's orders. Similarly, catalog files will be sent from the vendor to DSCP to test catalog transmission. Verbal notification is given to indicate successful sends and receives.

## **Section 3.0 Production Procedures**

### **3.1 Outgoing Transmission Schedule**

Currently, DSCP customers will only be transmitting outbound 850 purchase orders. Vendors will respond to 850 purchase orders with a 997 functional acknowledgment. Vendors will also send 832 Catalog transaction sets to DSCP. Additional transaction sets may be implemented at a future date. At that time the DSCP EDI coordinator will notify the customer and vendor with the appropriate information. DSCP customers and vendors have access to the network at any time. There is a scheduled batch process at DSCP which begins at 6:00 p.m. EST/EDT each day. Transactions received in Philadelphia, PA after that time will not be processed until the next day. Network overhead should be taken into account; allow 15 to 60 minutes depending on network traffic.

### **3.2 Verification of Transmission**

DSCP customers expect the vendor to send a Functional Acknowledgment upon receiving an order transmission. Most systems can be programmed to send these automatically.

### **3.3 Problem Recovery During Production**

During test mode, transmission problems are generally not recovered. After moving into production mode, delays, omissions, duplicates or any other type of error have to be addressed promptly. In the unlikely event that a delay lasts three days or longer, the DSCP customer will contact the vendor concerning the need to transmit hardcopy orders.

If the Interchange Control Number (ISA13 element) is received more than once, the vendor should not process the duplicate transmission. Although the DSCP standard software has the constraints to prevent sending out duplicate purchase orders, the vendor may still need to consider making a software check for purchase order numbers that may be inadvertently sent more than once.

It is DSCP's intent to successfully deliver data to the network for each vendor on each scheduled day. If the customer is unable to accomplish this by the agreed upon time, the customer will attempt to complete the delivery by no later than the next scheduled transmission. If the customer is reasonably confident of resolving the problem within that 24 hour period, there is no need to contact the receiving party.

If communications with the network fail due to a problem which is not corrected by the next scheduled transmission, the party experiencing the problem should evaluate the situation as soon as possible and discuss it with the other party. If a hardware or software problem appears to be of a magnitude to extend for more than three scheduled transmissions, an alternative means of communication may need to be chosen. Such situations will have to be evaluated on an individual basis to determine the proper corrective action. If it is necessary to start conventional communications again, both parties should reestablish EDI as soon as possible for all subsequent messages.

The DSCP STORES Help Desk or DSCP Account Manager should be promptly contacted with operational concerns related to purchase order transactions.

**Section 4.0 EDI Transaction Sets****4.1 832 Catalog (Vendor to DSCP)***832 Catalog (Vendor to DPSC) –modification*

The 832 Catalog uses the standard EDI transaction set for the 832 Price/Sales Catalog. The yellow highlighted elements are new segments/elements that have been added to our current 832 catalog. The gray shaded elements will be removed from the map.

Please note: CTP04 (Catch weight multiple) is required if CTP05 (Unit of Measure) is "LB".

<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>
ST Transaction Set Header	ST01	"832"	
	ST02	n/a	
BCT Beginning Segment for Price/sales Catalog	BCT01	"PC" - price catalog	
	BCT02	contract-number	13 AN
DTM Date/Time Reference	DTM01	"152" - effective date of change	
	DTM02	update-date	date
	DTM03	update-time (HHMMSS)	time
LIN Item Identification	LIN01	line-number	4 UI
	LIN02	"SW" - stock number	
	LIN03	stock-number	13 AN
	LIN04	"VP" - vendor part	
	LIN05	part-number	25 AN
	LIN06	"ZZ" - mutually defined to indicate the type of change	
	LIN07	update-indicator "C" = Change "D" = Delete	1 AN
	LIN08	"ZZ" - mutually defined to indicate economic indicator	
	LIN09	economic indicator	2 AN
REF Reference Identification	This is an optional segment		
	REF01	"ZZ" – Mutually defined	2 ID
	REF02	"SO"	2 AN
	REF03	Special Ordering	80 AN

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Segment	Element	Value	Size
	Instructions		
	REF01	"ZZ" – Mutually defined	2 ID
	REF02	"FS"	2 AN
	REF03	Foreign Source Indicator "Y"=Yes, "N"=No	1 AN
	REF01	"ZZ" – Mutually defined	2 ID
	REF02	"SK"	2 AN
	REF03	Vendor SKU	20 AN
	PID01	"F" - free form	
	PID02	"GEN" - general	
	PID03	n/a	
	PID04	n/a	
	PID05	DSCP item-description	80 AN
PID Product/Item Description	PID06	n/a	
	PID07	n/a	
	PID08	DSCP Standard Acceptance "Y" = Yes, "N" = No	1 ID
	PO401	units-per-purchase-pack	4 UI
	PO402	package-size	8 explicit decimal 2 "12345.78"
	PO403	package-unit-of-measure	2 AN
	PO404	packaging-code	5 AN
	PO406	Gross Weight	9,2 decimal
	PO407	Gross Weight Unit	2 ID
	PO408	Gross Volume	9,2 decimal
	PO409	Gross Volume Unit	2 ID
	ITD01	"16" - Prompt Payment Act	
ITD Terms of Sale	ITD02	n/a	
	ITD03	n/a	
	ITD04	n/a	
	ITD05	n/a	
	ITD06	n/a	
	ITD07	n/a	
	ITD08	n/a	
	ITD09	n/a	

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<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>
	ITD10	n/a	
	ITD11	n/a	
	ITD12	Brand Name	40 AN
LDT Lead Time	LDT01	Lead time code – "AU" = Shelf life (Mutually defined)	2 ID
	LDT02	Shelf life (# of months or days)	3 Integer
	LDT03	Shelf life Unit - "MO" = Month "DY" = Day	2 ID
SAC Service, Promotion, Allowance, or Charge Information	SAC01	"A" = Allowance	1 ID
	SAC02	"C260" – Discount – Incentive (NAPA)	4 ID
	SAC05	NAPA Allowance (\$)	10,2 decimal
	SAC01	"A" = Allowance	1 ID
	SAC02	"C300" – Discount – Special (Food Show)	4 ID
	SAC05	Food Show Allowance (\$)	10,2 decimal
	SAC01	"A" = Allowance	1 ID
	SAC02	"C310" – Discount – (Promotional)	4 ID
	SAC05	Promotional Allowance (\$)	10,2 decimal
	SAC01	"C" = Charge	1 ID
	SAC02	"C330" – Distribution fee	4 ID
	SAC03	"ZZ" = Mutually defined	2 ID
	SAC04	Distribution fee category code	4 AN
	SAC05	Distribution fee for Unit of Measure	10,2 decimal
CTP Pricing Information	CTP01	n/a	
	CTP02	"STA" - standard price	
	CTP03	vendor-price	10 explicit decimal 2
	CTP04	Catch weight multiple	6 Integer (entered for

PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 3

Segment	Element	Value	Size
		Number of units (in LB units) that must be ordered to purchase 1 case of product	catch weight items only) otherwise blank
	CTP05	unit-of-measure	2 AN
	CTP06	“SEL” Price	3
	CTP07	Multiplier Qualifier	4 UI
	CTP08	ratio-numerator	4 UI
		ratio-denominator	4 UI
CTT Transaction Totals	CTT01	total number of line items	4 UI
SE Transaction Set Trailer	SE01	number of included segments	
	SE02	transaction set control number	

Example of 832:

Below is an example of a typical 832 catalog.

ISA\*00\* \*00\* \*12\*TST832CFMS \*ZZ\*S39017  
\*070404\*0848\*U\*00305\*000002757\*0\*P\*>  
GS\*SC\*TST832CFMS\*S39017\*070404\*0848\*850\*X\*003040  
ST\*832\*1  
BCT\*PC\*SPM30007DCFMS  
DTM\*007\*070407\*\*\*20  
LIN\*1\*SW\*890501E092698\*VP\*1679291\*ZZ\*D\*ZZ\*00  
REF\*ZZ\*SO\*Special Instruction 1  
REF\*ZZ\*FS\*Y  
REF\*ZZ\*SK\*Stock Keeping Unit 1  
PID\*F\*GEN\*\*\*BEEF, KNUCKLE, PEELED, FZN CHOICE\*\*\*Y  
PO4\*1\*60\*LB\*AVG\*\*0\*01\*000000.00\*01\*  
ITD\*16\*\*\*\*\*P. L.  
LDT\*AU\*111\*DY  
SAC\*A\*C260\*\*\*0000000.10  
SAC\*A\*C300\*\*\*0000000.11  
SAC\*A\*C310\*\*\*0000000.12  
SAC\*C\*C330\*\*1111\*0000000.13  
CTP\*\*STA\*2.26\*111111\*LB\*SEL\*1\*1  
LIN\*2\*SW\*895001E603715\*VP\*2112371\*ZZ\*D\*ZZ\*00  
REF\*ZZ\*SO\*Special Instruction 2  
REF\*ZZ\*FS\*Y  
REF\*ZZ\*SK\*Stock Keeping Unit 2  
PID\*F\*GEN\*\*\*COFFEE, KIT VANILLA CRM\*\*\*Y  
PO4\*1\*6\*PK\*CS\*\*1\*02\*00.00\*02\*  
ITD\*16\*\*\*\*\*S & D



PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 3

LDT\*AU\*222\*MO  
SAC\*A\*C260\*\*\*0000000.20  
SAC\*A\*C300\*\*\*0000000.21  
SAC\*A\*C310\*\*\*0000000.22  
SAC\*C\*C330\*\*2222\*0000000.23  
CTP\*\*STA\*82.25\*222222\*CS\*SEL\*1\*1  
LIN\*3\*SW\*890501E606924\*VP\*2696521\*ZZ\*C\*ZZ\*00  
REF\*ZZ\*SO\*Special Instruction 3  
REF\*ZZ\*FS\*N  
REF\*ZZ\*SK\*Stock Keeping Unit 3  
PID\*F\*GEN\*\*\*PORK LOIN CHOPS, CL BNLS BRD FZN 6-8 OZ\*\*\*N  
PO4\*4\*24\*PK\*CS\*\*0000.00\*03\*0000.00\*03\*  
ITD\*16\*\*\*\*\*ROSPK  
LDT\*AU\*333\*DY  
SAC\*A\*C260\*\*\*0000000.30  
SAC\*A\*C300\*\*\*0000000.31  
SAC\*A\*C310\*\*\*0000000.32  
SAC\*C\*C330\*\*3333\*0000000.33  
CTP\*\*STA\*68.36\*333333\*CS\*SEL\*42\*1  
LIN\*4\*SW\*894001E596399\*VP\*0537771\*ZZ\*C\*ZZ\*00  
REF\*ZZ\*SO\*Special Instruction 4  
REF\*ZZ\*FS\*N  
REF\*ZZ\*SK\*Stock Keeping Unit 4  
PID\*F\*GEN\*\*\*EGG ROLL, VEGETABLE & PORK, FRZ, 100/3 OZ EA\*\*\*N  
PO4\*1\*100\*PK\*CS\*\*0.00\*04\*0.00\*04\*  
ITD\*16\*\*\*\*\*GLD/T  
LDT\*AU\*444\*MO  
SAC\*A\*C260\*\*\*0000000.40  
SAC\*A\*C300\*\*\*0000000.41  
SAC\*A\*C310\*\*\*0000000.42  
SAC\*C\*C330\*\*4444\*0000000.43  
CTP\*\*STA\*43.01\*444444\*CS\*SEL\*1\*1  
CTT\*4  
SE\*58\*1  
GE\*1\*850  
IEA\*1\*000002757

**4.2 850 Purchase Order (Customer to Vendor)**

All food ordering sites will use the 850 Purchase Order. Once the order is approved and released from the STORES system, the user will send the 850 to the vendor. Orders may be sent any number of times during the day. Once an order is received by the vendor, the vendor will send the 997 Functional Acknowledgment back to the customer. This will confirm that the order was successfully received by the vendor.

Segment	Element	Value	Size
<b>ST Transaction Set Header</b>	<b>ST01</b>	“850”	
	<b>ST02</b>	n/a	
<b>BEG Beginning Segment for Purchase Order</b>	<b>BEG01</b>	“00” - original	
	<b>BEG02</b>	“NE” - new order	
	<b>BEG03</b>	purchase-order-number	14 AN
	<b>BEG04</b>	contract -order-number	4 AN
	<b>BEG05</b>	contract-order-date	date
	<b>BEG06</b>	contract-number	13 AN
<b>DTM Date/Time Reference</b>	<b>DTM01</b>	“002” delivery requested	
	<b>DTM02</b>	required-delivery-date	6 AN
<b>N1 Name</b>	<b>N101</b>	“ST” ship to	
	<b>N102</b>	n/a	
	<b>N103</b>	“10” - Department of Defense Activity Address Code (DoDAAC)	2 AN
	<b>N104</b>	ship-to-dodaac	6 AN
<b>N2 Additional Name Information</b>	<b>N201</b>	ship-to-facility name or number	35 AN
	<b>N202</b>	ship-to-building name or number	35 AN
<b>N3 Address Information</b>	<b>N301</b>	ship-to-address-1	35 AN
	<b>N302</b>	ship-to-address-2	35 AN
<b>N4 Geographic Location</b>	<b>N401</b>	ship-to-city	25 AN
	<b>N402</b>	ship-to-state	2 AN
	<b>N403</b>	ship-to-zip	9 UI
<b>PO1 Baseline Item</b>	<b>PO101</b>	line-item-number	4 UI
	<b>PO102</b>	quantity	5 UI
	<b>PO103</b>	unit-of-measure	2 AN

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Segment	Element	Value	Size
	<b>PO104</b>	vendor-selling-price	10 explicit decimal 2 "1234567.90"
	<b>PO105</b>	n/a	
	<b>PO106</b>	"VP" - vendor part	
	<b>PO107</b>	vendor-part-number	25 AN
	<b>PO108</b>	"SW" - stock-number	15 AN
	<b>PO109</b>	stock-number	15 AN
	<b>PO110</b>	"ZZ" - mutually defined	
	<b>PO111</b>	FIC	3 AN
	<b>PID Production/Item Description</b>	"F" - free form	
	<b>PID01</b>		
	<b>PID02</b>	n/a	
	<b>PID03</b>	n/a	
	<b>PID04</b>	n/a	
	<b>PID05</b>	DSCP item- description	80 AN
	<b>CTT Transaction Totals</b>		
	<b>CTT01</b>	line-item-number	4 UI
	<b>CTT02</b>	total-purchase-order- dollar	12 explicit decimal 2
	<b>SE01</b>	number of included segments	
	<b>SE02</b>	transaction set control number	

**4.3 861 Receipt**

The 861 Receipt uses the standard EDI transaction set for the 861 Receipt Advice. At each food ordering location, once the goods have been received, the user records the quantity received, approves and releases the receipts to DSCP. This information is formatted in the 861 transaction set. Each 850 Purchase Order will have a matching 861 Receipt. All 861 Receipts will be sent from the customer to DSCP to be forwarded to DSCP's DISMS system for vendor payment. In addition, the Prime Vendor may request to receive a copy of the 861 Receipt.

Segment	Element	Value	Size
<b>ST Transaction Set Header</b>	<b>ST01</b>	"861"	3 ID
	<b>ST02</b>	n/a	
<b>BRA Beginning Segment for Receiving Advice</b>	<b>BRA01</b>	P.O. number	14 AN
	<b>BRA02</b>	date receipted (YYMMDD)	6 DT

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<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>
	<b>BRA03</b>	“00”	2 ID
	<b>BRA04</b>	“1”	1 ID
<b>REF Reference Numbers</b>	<b>REF01</b>	“1I”=order num “CT”=contract num	2 ID
	<b>REF02</b>	either order num or contract num	1-30 AN
<b>DTM Date and Time Reference</b>	<b>DTM01</b>	“002”	3 ID
	<b>DTM02</b>	required delivery date (RDD) (YYMMDD)	6 DT
<b>N1 Name</b>	<b>N101</b>	“ST”	2 ID
	<b>N102</b>	ship-to DODAAC	1-35 AN
	<b>N103</b>	“10”	2 ID
	<b>N104</b>	supplemental DODAAC	2-17 AN
<b>RCD Receiving Conditions</b>	<b>RCD01</b>	CLIN	1-11 AN
	<b>RCD02</b>	quantity received	1-9 R
	<b>RCD03</b>	“ZZ”	2 ID
	<b>RCD04</b>	STORES software version	1-9 R
	<b>RCD05</b>	“ZZ”	2 ID
	<b>RCD06</b>	quantity ordered	1-9 R
	<b>RCD07</b>	“ZZ”	2 ID
	<b>RCD08</b>	vendor price	1-9 R
<b>LIN Item Identification</b>	<b>LIN01</b>	CLIN	1-11 AN
	<b>LIN02</b>	“A4”	2 ID
	<b>LIN03</b>	DSCP stock number	1-30 AN
<b>REF Reference Numbers - to identify Document Number, Signal and Fund Codes</b>	<b>REF01</b>	“ZZ” = document number “T4” = signal code “FU” = fund code	2 ID
	<b>REF02</b>	either document number, signal code, or fund code	1-30 AN
	<b>REF03</b>	n/a	
<b>CTT Transaction Totals</b>	<b>CTT01</b>	number of line items	1-6 NO
	<b>CTT02</b>	total dollar value	1-10 R

PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 3

<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>
<b>SE Transaction Set Trailer</b>	<b>SE01</b>	number of included segments	1-10 NO
	<b>SE02</b>	transaction set control number	4-9 AN

PART B



**810 INVOICE VERSION 3050 FUNCTION GROUP=IN**

This Draft Standard for Trial Use contains the format and establishes the data contents of the Invoice. Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. The transaction set can be used to provide for customary and established business and industry practice relative to the billing for goods and services provided.

**Prime Vendor(s) NOTE:** Certain data segments will require data transmitted as it appears on the Purchase Order. **Reference page 1A.**

**TABLE 1**

<b><u>POS NO</u></b>	<b><u>SEG ID</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>REQ</u></b>
010	ST	Transaction Set Header	M
020	BIG	Beginning Segment for Invoice	M
<b><u>Loop I.D. – N1</u></b>			
070	N1	Name	O (M for DSCP)
110	REF	Reference Number	O (M for DSCP)
130	ITD	Terms of Sale	O
140	DTM	Date/Time Reference	O (M for DSCP)

**TABLE 2****Loop I.D. – IT1**

010	IT1	Baseline Item Data (Invoice)	O (M for DSCP)
-----	-----	------------------------------	----------------

**TABLE 3**

010	TDS	Total Monetary Value Summary	M
<b><u>Loop I.D. - SAC</u></b>			
040	SAC	Service, Charge Information	O
<b><u>Loop I.D. – ISS</u></b>			
070	CTT	Transaction Totals	O (M for DSCP)
080	SE	Transaction Set Trailer	M

810 INVOICE VERSION 3050 FUNCTION GROUP=IN

The following information applies to PRIME VENDORS only!!

**Baseline Item Data (IT1):**

1. Contract Line Item Number (CLIN): The very **“FIRST CLIN”** as it appears on the Purchase Order, **“MUST”** be transmitted in the IT101. Data is required in all IT1 segments.

a. If the **“FIRST CLIN”** was **“NOT”** delivered, the CLIN must still be transmitted in the IT101; and ZERO fill the quantity and price field(s).

b. This is Optional. **If** additional CLIN(s) on the **same** Purchase Order **have not** been delivered, data **“MAY”** be transmitted, but is not required.

2. Contract lines CLIN(s) must be transmitted in line sequence as shown on each Purchase Order.

3. Separate Transaction Headers (ST segments) are required for each Purchase Order invoiced.

4. Any “new” CLINS/line items, (substitutions & adds) must appear as the last line on the invoice. Adds “MUST” start with CLIN number 9999AA, 9999AB. As Call date’s change, 9999AA maybe recycled. SEE EXAMPLES...

a) SP030098D1234 063A = CLIN # 9999AA  
063A = CLIN # 9999AB  
063A = CLIN # 9999AC

b) SP030098D1234 064T = CLIN # 9999AA  
064T = CLIN # 9999AB  
064T = CLIN # 9999AC

Revised as of July 30, 1998.



1A

SEG IDST Transaction Set Header

POS NO 010

REQ DES Mandatory

MAX USE 1

PURPOSE Indicates the start of transaction set and to assign a control number

## DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
ST01	143	Transaction Set Identifier Code Code uniquely identifying a Transaction set. 810 X12.2 Invoice		M/Z	ID 3/3
ST02	329	Transaction Set Control Number Identifying control number that must be unique within the Transaction set functional group assigned by the originator For a transaction set		M	AN 4/9

## NOTE:

The transaction set identifier (ST01) used by the translation routine of interchange partners to select the appropriate transaction set definition.  
(e.g. 810 selects the invoice transaction set)

## EXAMPLE

ST\*810\*000004110

**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 3**

SEG ID        BIG Beginning Segment for Invoice  
 POS No       020  
 REQ DES      Mandatory  
 MAX USE      1

PURPOSE      Indicates the beginning of an invoice transaction set and to  
 Transmit identifying numbers and dates

DATA ELEMENT SUMMARY						
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH	
BIG01	373	Invoice Date (YYMMDD) * Date of the invoice		M/Z	DT	6/6
BIG02	76	Invoice Number Identifying number assigned by issuer		M	AN	1/8
BIG04	324	Contract Number (PIIN) SP030098D1234 0 = numeric zero		M	AN	13/13
BIG05	328	Release Number/Call (e.g. 063A)		M	AN	4/4
BIG07	640	Transaction Type Code DI= Debit Invoice		M	ID	2/2
BIG08	353	Transaction Set Purpose Code ZZ = Mutually Defined		M	ID	2/2
NOTE:						
BIG04 - Do not transmit dashes or slashes						
BIG08 – Applied to Invoices for “PRIME VENDORS ONLY”						
** Non-Prime Vendors do not use BIG08						

EXAMPLE	
P.V. transmits	BIG*980303*DSCP1111**SP030098D1234*063A**DI*ZZ
Non P.V.	BIG*980303*DSCP1111**SP030098D1234*063A**DI

**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 3**

Loop Repeat 200

SEG IDN1 Loop ID  
 POS NO 070  
 REQ DES Optional (Mandatory for DSCP)  
 MAX USE 1

PURPOSE Identify a party by type of organization, name and code

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
N101	98	Entity Identifier Code ST = Ship To		M	ID 2/2
N102	93	Name (e.g. FT Sam Houston TX)		X	AN 1/35
N103	66	Identification Code Qualifier 10 = Dept of Defense Activity Address Code (DoDAAC)		X	ID 2/2
N104	67	Identification Code/DoDAAC (e.g. FT9068)		X	AN 6/6

EXAMPLE	
N1*ST*FT SAM HOUSTON TX*10*FT9068	

**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 3**

SEG IDREF Reference Number  
POS NO 110  
REQ DES Optional (Mandatory for DSCP)  
MAX USE 12

PURPOSE Specify identifying numbers (DSCP-Purchase Order Number)

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
REF01	128	Reference I.D. Qualifier RQ = Purchase Requisition Number		M	ID 2/2
REF02	127	Reference I.D. / Purchase Order No. (e.g. FT906880631234)		X	AN 14/14

EXAMPLE					
REF*RQ*FT906880631234					

PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 3

SEG IDITD Terms of Sale  
 POS NO 130  
 REQ DES Optional \*\* See Note Below  
 MAX USE >1

PURPOSE To specify terms of sale

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REG	TYPE	LENGTH
ITD01	336	Terms Type Code 16 = Prompt Payment Act		O	ID 2/2
ITD03	338	Terms Discount Percent Terms discount percentage, expressed as A percent, available to the purchaser if an Invoice is paid on or before the terms days due (e.g. 2% = 00.020)		O R3	1/6
ITD04	370	Terms Discount Due Date (YYMMDD)		O	DT 6/6
ITD05	351	Terms Discount Days Due Number of days in the terms discount period By which payment is due if terms discount is earned (e.g. 15 = 015)		X N	3/3
NOTE: Use only "IF" Contract Terms are better than current Contract Terms and Conditions in DSCP Contracts					

EXAMPLE	
ITD*16**00.020*980310*015	
Decimal uses one position in Length. Zero fill ITD03 and ITD05	

**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 3**

SEG IDDTM Date/Time Reference  
POS NO 140  
REQ DES Optional (Mandatory for DSCP)  
MAX USE 10  
  
PURPOSE To specify pertinent dates and times

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
DTM01	374	Date/Time Qualifier 011 = Shipped		M	ID 3/3
DTM02	373	Date (YYMMDD)		X	DT 6/6

EXAMPLE	
DTM*011*980301	

**PRIME VENDORS ONLY!!!**

Loop Repeat 200000

SEG ID IT1 Baseline Item Data (Invoice)  
 POS NO 010  
 REQ DES Optional (Mandatory for DSCP)\*\*See Note Below  
 MAX USE 1

PURPOSE Specify the basic and most frequently used line item data  
 (CLIN level) for the invoice and related transactions

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
IT101	350	Assigned Identification Contract Line Item Number (CLIN) **(e.g. 0001)	O/Z	AN	4/6
IT102	358	Quantity Invoiced (e.g. 10 = 000000010)	X	N	1/9
IT103	355	Unit or Basic Measurement	X	ID	2/2
IT104	212	Price-extended CLIN \$\$ Amt *decimal uses one position length (e.g. 25.50 = 0000025.50)	X	R2	1/10
IT106	235	Product/Service I.D. Qualifier FS = National Stock Number	X	ID	2/2
IT107	234	Product/Service I.D. NSN (e.g. 891500E210123)	X	AN	13/13
IT108	235	Product/Service I.D. Qualifier ZZ = Mutually Defined	X	ID	2/2
IT109	234	Product/Service I.D. PV = Prime Vendor	X	AN	2/2
<b>NOTE: PRIME VENDORS ONLY:::</b> Data required in all segments.					

**EXAMPLE**

IT1\*0001 \*10\*CA\*\*0000025.50\*\*FS\*891500E210123\*ZZ\*PV

**Refer to page 1A “IF” CLIN was NOT shipped-** (e.g. zero fill quantity and price field)

***NON-PRIME VENDORS ONLY!!!***

SEG IDIT1	Baseline Item Data (Invoice)
POS NO	010
REQ DES	Optional (Mandatory for DSCP) **See Note Below
MAX USE	1
PURPOSE	Specify the basic and most frequently used line item data (CLIN level) for the invoice and related transactions

DATA ELEMENT SUMMARY						
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH	
IT101	350	Assigned Identification Contract Line Item Number (CLIN) (e.g. 0001)		O/Z	AN	4/6
IT102	358	Quantity Invoiced (e.g. 10 = 000000010)			X N	1/9
IT103	355	Unit or Basic Measurement		X	ID	2/2
IT104	212	Unit Price Amount *decimal uses one position length (e.g. 2.50 = 0000002.50)		X	R2	1/10
IT106	235	Product/Service I.D. Qualifier FS = National Stock Number		X	ID	2/2
IT107	234	Product/Service I.D. (e.g. 891500E210123)		X	AN	13/13
NOTE: NON PRIME VENDORS ONLY:::: Data required in all of the above segments.						
EXAMPLE						
IT1*0001 *10*CA*0000002.50*FS*891500E210123						



**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 3**

SEG IDTDS Total Monetary Value Summary  
POS NO 010  
REQ DES Mandatory  
MAX USE 1

PURPOSE Specify the total dollar amount of the invoice

**DATA ELEMENT SUMMARY**

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
TDS01	610	Amount of Total Invoice (e.g. 123.45 = 0000012345)		M	N2 1/10

**EXAMPLE**

TDS\*0000012345

PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 3

Loop Repeat 25

SEG IDSAC Service, Promotion, Allowance, or Charge Information  
 POS NO 040  
 REQ DES Optional  
 MAX USE 1

PURPOSE To request or identify a service, promotion, allowance, or charge

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
SAC01	248	Allowance or Charge Indicator C = Charge		M/Z	ID 1/1
SAC05	610	Total Amount of Service (e.g. 30.50 = 0000003050)		O/Z	N2 1/10

EXAMPLE					
SAC*C****0000003050					

**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 3**

SEG IDCTT Transaction Totals  
POS NO 070  
REQ DES Optional (Mandatory for DSCP)  
MAX USE 1  
  
PURPOSE To transmit a hash total for a specific element in  
The transaction set

**DATA ELEMENT SUMMARY**

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
CTT01	354	Number of CLIN Line Items Invoiced		M	No 1/6

**EXAMPLE**

CTT\*125

**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 3**

SEG IDSE Transaction Set Trailer  
POS NO 080  
REQ DES Mandatory  
MAX USE 1

PURPOSE Indicates the end of the transaction set and provide the count of the  
Transmitted segments (including the beginning (ST) and ending  
(SE) segments)

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
SE01	96	Number of Included Segments		M	N 1/10
SE02	329	Transaction Set Control Number		M	AN 4/9

EXAMPLE	
SE*30*000004110	

ATTACHMENT 3a STARTS ON THE FOLLOWING PAGE

**832 Catalog (Vendor to DPSC) – Proposed modification for CFMS elements**

The 832 Catalog uses the standard EDI transaction set for the 832 Price/Sales Catalog. The highlighted elements are new segments/elements that have been added to our current 832 catalog. Please note: CTP04 (Catch weight multiple) is required if CTP05 (Unit of Measure) is "LB".

<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>
<b>ST Transaction Set Header</b>	<b>ST01</b>	"832"	
	<b>ST02</b>	n/a	
<b>BCT Beginning Segment for Price/sales Catalog</b>	<b>BCT01</b>	"PC" - price catalog	
	<b>BCT02</b>	contract-number	13 AN
<b>DTM Date/Time Reference</b>	<b>DTM01</b>	"152" - effective date of change	
	<b>DTM02</b>	update-date	date
	<b>DTM03</b>	update-time (HHMMSS)	time
<b>LIN Item Identification</b>	<b>LIN01</b>	line-number	4 UI
	<b>LIN02</b>	"SW" - stock number	
	<b>LIN03</b>	stock-number	13 AN
	<b>LIN04</b>	"VP" - vendor part	
	<b>LIN05</b>	part-number	25 AN
	<b>LIN06</b>	"ZZ" - mutually defined to indicate the type of change	
	<b>LIN07</b>	update-indicator	1 AN
	<b>LIN08</b>	"ZZ" - mutually defined to indicate economic indicator	
	<b>LIN09</b>	economic indicator	2 AN
<b>PID Product/Item Description</b>	<b>PID01</b>	"F" - free form	
	<b>PID02</b>	"GEN" - general	
	<b>PID03</b>	n/a	
	<b>PID04</b>	n/a	
	<b>PID05</b>	DSCP item-description	80 AN
<b>P04 Item Physical Detail</b>	<b>PO401</b>	units-per-purchase-pack	4 UI
	<b>PO402</b>	package-size	8 explicit decimal 2 "12345.78"
	<b>PO403</b>	package-unit-of-measure	2 AN

## PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 3

<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>
	<b>PO404</b>	packaging-code	5 AN
	<b>PO406</b> (New elements - Currently not used)	Gross Weight	9,2 decimal
	<b>PO407</b>	Gross Weight Unit	2 ID
	<b>PO408</b>	Gross Volume	9,2 decimal
	<b>PO409</b>	Gross Volume Unit	2 ID
<b>ITD Terms of Sale</b>	<b>ITD01</b>	"16" - Prompt Payment Act	
	<b>ITD02</b>	n/a	
	<b>ITD03</b>	n/a	
	<b>ITD04</b>	n/a	
	<b>ITD05</b>	n/a	
	<b>ITD06</b>	n/a	
	<b>ITD07</b>	n/a	
	<b>ITD08</b>	n/a	
	<b>ITD09</b>	n/a	
	<b>ITD10</b>	n/a	
	<b>ITD11</b>	n/a	
	<b>ITD12</b>	Brand Name	40 AN
<b>LDT Lead Time</b>	(New segment - Currently not used)		
	<b>LDT01</b>	Lead time code – "AU" = Shelf life (Mutually defined)	2 ID
	<b>LDT02</b>	Shelf life (# of months or days)	3 Integer
	<b>LDT03</b>	Shelf life Unit - "MO" = Month "DY" = Day	2 ID
<b>SAC Service, Promotion, Allowance, or Charge Information</b>	(New segment - Currently not used)		
	<b>SAC01</b>	"A" = Allowance	1 ID
	<b>SAC02</b>	"C260" – Discount – Incentive (NAPA)	4 ID
	<b>SAC05</b>	NAPA Allowance (\$)	10,2 decimal
	<b>SAC01</b>	"A" = Allowance	1 ID
	<b>SAC02</b>	"C300" – Discount – Special (Food Show)	4 ID
	<b>SAC05</b>	Food Show Allowance (\$)	10,2 decimal
	<b>SAC01</b>	"A" = Allowance	1 ID

## PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 3

<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>
	<b>SAC02</b>	"C310" – Discount – (Promotional)	4 ID
	<b>SAC05</b>	Promotional Allowance (\$)	10,2 decimal
	<b>SAC01</b>	"C" = Charge	1 ID
	<b>SAC02</b>	"C330" – Distribution price	4 ID
	<b>SAC04</b>	Distribution price category code	4 AN
	<b>SAC05</b>	Distribution price for Unit of Measure	10,2 decimal
	<b>CTP Pricing Information</b>		
	<b>CTP01</b>	n/a	
	<b>CTP02</b>	"STA" - standard price	
	<b>CTP03</b>	vendor-price	10 explicit decimal 2
	<b>CTP04 (Currently "NA")</b>	Catch weight multiple Number of units (in LB units) that must be ordered to purchase 1 case of product	6 Integer (entered for catch weight items only) otherwise blank
	<b>CTP05</b>	unit-of-measure	2 AN
	<b>CTP06</b>	"SEL" Price Multiplier Qualifier	3
	<b>CTP07</b>	ratio-numerator	4 UI
	<b>CTP08</b>	ratio-denominator	4 UI
<b>CTT Transaction Totals</b>	<b>CTT01</b>	total number of line items	4 UI
<b>SE Transaction Set Trailer</b>	<b>SE01</b>	number of included segments	
	<b>SE02</b>	transaction set control number	



**ATTACHMENT 4 STARTS ON THE FOLLOWING PAGE**

**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 4**

THE ATTACHED GUIDE WAS DEVELOPED AS A CHECKLIST TO BE USED BY CONTRACTORS IN THE PREPARATION OF A SMALL BUSINESS SUBCONTRACTING PLAN IN ACCORDANCE WITH THE REQUIREMENTS OF PUBLIC LAW 95-507. THE GUIDE ADDRESSES THE SIX MANDATORY ELEMENTS OF A SUBCONTRACTING PLAN AS SET FORTH IN FAR CLAUSE 52.219-9(D) AND SUPPLEMENTAL INFORMATION REQUIRED BY SECTION 1207 OF P.L. 99-661, CONTRACT GOAL FOR MINORITIES. IT IS INTENDED AS A TOOL TO ASSIST CONTRACTORS IN THE DEVELOPMENT OF AN ACCEPTABLE SUBCONTRACTING PLAN AND TO FACILITATE THE REVIEW BY THE CONTRACTING OFFICER, THE DSCP AND DEFENSE CONTRACT MANAGEMENT AGENCY (DCMA) SMALL BUSINESS SPECIALISTS AND THE SMALL BUSINESS ADMINISTRATION PROCUREMENT CENTER REPRESENTATIVE.

Notes: 1) Vendor Representations for Hub Zone Small Business and Small Disadvantaged Business requires SBA certification.

2) The features of the former SBA PRO-Net site are now available only via the Department of Defense (DoD) Central Contractor Registration (CCR). The CCR “Dynamic Small Business” function performs the same searches as PRO-Net, and the “Supplemental Pages” will register/update the associated SBA profile if the firm is a small business.

THIS HANDOUT IS TO BE USED ONLY AS A REFERENCE TOOL IN PREPARING A SUBCONTRACTING PLAN.

### **SUBCONTRACTING PLANS**

The Federal Acquisition Regulation, Clause 52-219.9 cites the six elements that each Subcontracting Plan must contain, i.e., goals; name and duties of the individual who will administer the plan; a description of efforts; flow down clause; reports and records.

Goals: expressed in terms of percentages and dollars of the total contract value that are planned to be subcontracted to small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business and women-owned small business concerns that are realistic.

Administration: Name, title, and position within the corporate structure; duties and responsibilities of the individual who will administer the subcontracting program.

Description of Efforts: Describe steps to be taken to ensure equitable opportunities to small, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business and women-owned small business concerns.

Flow down Clause: Requirement for subcontracts that offer further subcontracting opportunities and for subcontracts in excess of \$500,000.

Reports: Requirement to submit periodic reports

Records: Requirement to maintain records on adopted procedures to comply with requirements and goals in the plan.

The following information will assist you in determining what type of plan would be most beneficial for your company to submit.

#### **INDIVIDUAL SUBCONTRACTING PLAN:**

This type of plan covers the entire contract period (including option years however separate goals are required for the base year and each option year); applies to a specific acquisition; and has goals based on planned subcontracting for the specific contract except indirect costs, incurred for common or joint purposes, may be allocated on a prorated basis to the contract. The plan shall address all six elements as cited above. The plan when approved and incorporated into the contract will remain in effect until the contract has been completed.

#### **MASTER SUBCONTRACTING PLAN:**

This type of plan contains all the required elements of an individual plan, except goals. It can be submitted on a plant-wide or division-wide basis with no specific acquisition identified. The subcontracting goals and any deviations from the approved plan shall be identified by the offeror as an addendum to the approved Master Plan. The offeror will be required to provide the Procuring Contracting Officer (PCO) with copies of the approved Master Plan along with the addendum which cites the goals and deviations, if any. The approved master plan and the addendum are formulated into an individual subcontracting plan, which can be identified with a specific acquisition. A master plan is effective for a three-year period after approval by the Administrative Contracting Officer (ACO). The master plan, when incorporated in an individual plan, applies throughout the life of the contract.

COMMERCIAL PRODUCTS SUBCONTRACTING PLAN:

This type of plan is submitted on a plant-wide or division-wide basis with no specific acquisition identified. A commercial product means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product which, in the opinion of the Contracting Officer, differs only insignificantly from the contractor's commercial product. The plan addresses all six elements as cited above. If a commercial product is offered, the subcontracting plan covers the company's production generally, both for government contracts and for regular commercial sales. The plan will remain in effect for the entire fiscal year for all government contracts in effect during the period. It is preferred that the plan coincide with the government's fiscal year since the activity under this type of plan is reported once a year on the SF 295. The contractor is required to submit a new commercial plan, 30 working days before the end of the fiscal year to the contracting officer. It is the contractor's responsibility to insure that it has an approved commercial plan on file for each year of contract performance.

DEFINITIONS

SMALL BUSINESS CONCERN: A small business is a concern, including its affiliates, which is organized for profit; independently owned and operated; not dominant in the field of operation in which it is competing; and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration.

HUB Zone: A historically underutilized business zone is an area located within one or more qualified census tracts, qualified non-metropolitan counties, or lands within the external boundaries of an Indian reservation.

HUB ZONE SMALL BUSINESS CONCERN: A small business concern that is located in an "historically underutilized business zone;" is owned and controlled by one or more U. S. Citizens; and at least 35% of its employees reside in the HUB Zone. Status as a qualified HUB Zone small business concern is determined by the Small Business Administration (SBA). If the SBA determines that a concern is a qualified HUB Zone small business, it will issue a certification to that effect and will add the company to the List of Qualified HUB Zone Small Business Concerns on its Internet site at [www.sba.gov/hubzone](http://www.sba.gov/hubzone). The concern must be listed to be considered a HUB Zone small business concern. The HUB Zone application can be obtained from the same web site. HUB Zone certification will also appear in the company's profile listed in the DoD Central Contractor Registration (CCR) database at [www.ccr.gov](http://www.ccr.gov) "Dynamic Small Business Search."

SMALL DISADVANTAGED BUSINESS CONCERN (SDB): A small business concern (1) which is at least 51% owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more such individuals. The term "socially disadvantaged" means individuals who have been subjected to racial or ethnic prejudice or cultural bias because of identity as a member of groups without regard to their individual qualities. The following individuals are presumed to be socially disadvantaged: Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Subcontinent Asian Americans. The term "economically disadvantaged" means socially disadvantaged

**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 4**

individuals whose ability to compete in the free enterprise systems is impaired due to diminished capital and credit as compared to others in the same/similar line of business and, as a result, have been or are likely to be precluded from successfully competing in the open market. A socially disadvantaged individual whose personal net worth does not exceed \$750,000 (\$250,000 for certification under the SBA Section 8 (a) Program), excluding his/her ownership interest in the company and equity in his/her personal residence is considered to be economically disadvantaged.

Application for SDB certification can be obtained at [www.sba.gov/sdb](http://www.sba.gov/sdb). SDB certification will appear in the company's profile listed in the DoD Central Contractor Registration (CCR) database at [www.ccr.gov](http://www.ccr.gov) "Dynamic Small Business Search."

**WOMAN-OWNED SMALL BUSINESS CONCERN:** A small business concern that is at least 51% owned by one or more women; or in the case of any publicly owned business, at least 51% of the stock is owned by one or more women AND whose management and daily business operations are controlled by one or more women.

**SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERN**

(1) A small business concern –

- (i) not less than 51% of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51% of the stock of which is owned or one or more service-disabled veterans; and
- (ii) the management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

**VETERAN-OWNED SMALL BUSINESS CONCERN**

A small business concern –

- (i) not less than 51% of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51% of the stock of which is owned by one or more veterans; and
- (ii) the management and daily operations of which are controlled by one or more veterans.

SUBCONTRACT: Means any agreement (other than one involving an employee-employer relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies and/or services required for performance of the contract or subcontract.

SUBCONTRACTING PLAN

Date: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

SOLICITATION #: \_\_\_\_\_

END ITEM/SERVICE \_\_\_\_\_

Fill in Applicable Section:

Type of Plan

1. Master Subcontracting Plan

\_\_\_\_\_ Plant/Distribution Site

\_\_\_\_\_ Division

2. Commercial Subcontracting Plan

\_\_\_\_\_ Plant/Distribution Site

\_\_\_\_\_ Division

3. \_\_\_\_\_ Individual Contract Plan    Total Contract Dollar Value \_\_\_\_\_

Complete the following if submitting a Commercial Subcontracting Plan.

Company/Division's Fiscal Year

FROM: \_\_\_\_\_ TO: \_\_\_\_\_  
(Month/Year)                      (Month/Year)

Total Estimated FY Dollar Value: \$ \_\_\_\_\_

**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 4**

In accordance with FAR Clause 52.219-9 – The offeror’s subcontracting plan shall include, at a minimum, the following:

1. Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged and women owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. For individual contract plans, the total dollars to be subcontracted are stated. For commercial plans, the total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales are stated.
2. The suggested format for percentage and dollar goals follows:

	<u>DOLLARS</u>	<u>PERCENT</u>
<i>Total To Be Subcontracted</i>	\$ _____	_____ %
A. To Large Business	\$ _____	_____ %*
B. To Small Business	\$ _____	_____ %*
1. To Veteran-Owned Small Business**	\$ _____	_____ %*
2. To Service-Disabled Veteran-Owned Small Business**	\$ _____	_____ %*
3. To HUB Zone Small Business**	\$ _____	_____ %*
4. To Small Disadvantaged Business**	\$ _____	_____ %*
5. To Women-Owned Small Business**	\$ _____	_____ %*

\* Divided into Total to be Subcontracted

\*\*Subset of B

3. A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, and women-owned small business concerns. (Note: Identify all supplies and services to be subcontracted. Further identify which of those supplies and services will be provided by (a) small business(SB), (b) veteran-owned small business(VOSB), (c) service-disabled veteran-owned small business(SDVOSB); (d) HUB Zone small business(HBZSB), (e) small disadvantaged business(SDB)and (f) and women owned small business(WOSB).
4. A description of the method used to develop the subcontracting goals in item 2 above.
5. A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, SBA PRO-Net information accessed at the DoD Central Contractor Registration [www.ccr.gov](http://www.ccr.gov) “Dynamic Small Business Search”, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUB Zone small business, small disadvantaged business and women-owned small business concern trade associations). Information referenced in the supplemental pages to the CCR’s “Dynamic Small Business Search” can be relied upon as an



accurate representation of a concern's size and ownership for the purposes of maintaining a small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business and women-owned small business source list. Use of the CCR "Dynamic Small Business Search" as its source lists does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

6. A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged, and women-owned small business concerns.
7. The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
8. A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business and women owned small business concerns have an equitable opportunity to complete for subcontracts. (This element shall include, but shall not be limited to, the following:)

In order to effectively implement this plan to the extent consistent with efficient contract performance, the contractor shall perform the following functions:

- a. Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged, and women owned small business concerns by arranging solicitations, time for preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
- b. Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged, and women owned small business concerns in all "make or buy" decisions.
- c. Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged and women owned business concerns.
- d. Provide notice to subcontractors regarding penalties and remedies for misrepresentations of business status as small business, veteran-owned small business, HUB Zone small business, small disadvantaged business or women-owned small business for the purpose of obtaining a subcontract.

9. Assurances that the offeror (I) will include the clause in this contract entitled “Utilization of Small Business Concerns” in all subcontracts that offer further subcontracting opportunities, and (ii) will require all subcontractors (except small business concerns) that receive subcontracts in the excess of \$500,000 (\$1,000,000 for construction of any public facility), to adopt a plan similar to the plan agreed to by the offeror.
10. Assurances that the offeror will (I) cooperate in any studies or surveys as may be required; (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan; iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms. The reports shall provide information on subcontract awards to small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, woman-owned small business, and when applicable, Historically Black Colleges and Universities and Minority Institutions. The offeror also must ensure that its subcontractors agree to submit Standard Forms 294 and 295.
11. Recitation of the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of its efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
  - a. Source lists (i.e., CCR “Dynamic Small Business Search), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, and women-owned small business concerns.
  - b. Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, and women-owned small business concerns.
  - c. Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating whether (A) small business concerns were solicited and if not, why not, (B) Veteran-owned small business were solicited and if not, why not, (C) service-disabled veteran-owned small business were solicited and if not, why not, (D) HUB Zone small business concerns were solicited and if not, why not, (E) small disadvantaged business concerns were solicited and if not, why not, (F) women-owned small business concerns were solicited and if not, why not, and (G) if applicable, the reason award was not made to a small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, or women-owned small business concern.
  - d. Records of any outreach efforts to contact (A) trade associations; (B) business development organizations; (C) conferences and trade fairs to locate small, HUB Zone small business, small disadvantaged and women owned small business concerns and (D) veterans service organizations.

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- e. Records of internal guidance and encouragement provided to buyers through (A) workshops, seminars, training, etc. and (B) monitoring performance to evaluate compliance with the program's requirements.
- f. On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address and business size of each subcontractor.  
Contractors having company or division-wide annual commercial plans need not comply with this requirement.

**g. SUPPLEMENTAL INFORMATION**

Section 1207 of Public Law 99-661, Contract Goal for Minorities, supplements FAR Clause 52.219-9. Offerors are required to:

- a. Establish a subcontracting goal of 5% for small disadvantaged businesses.
- b. Identify efforts to provide technical assistance to SDB's.
- c. Include a statement that Historically Black Colleges and Universities (HBCU's) and other Minority Institutions (MI's) will be considered when developing SDB goals, when applicable.

SIGNATURE: \_\_\_\_\_  
(EXECUTIVE OF COMPANY \*)

TYPED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

PLAN ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(CONTRACTING OFFICER)

AGENCY: \_\_\_\_\_

\* THE INDIVIDUAL SIGNING THE PLAN SHOULD BE AN EXECUTIVE OF THE COMPANY AND NOT THE DESIGNATED PLAN ADMINISTRATOR.

NOTE TO CONTRACTING OFFICER: UPON INCORPORATION OF A PLAN INTO THE CONTRACT, INDICATE HEREIN THE DOLLAR VALUE OF THE CONTRACT  
\$ \_\_\_\_\_

DATE THAT PLAN WAS FORWARDED TO COGNIZANT DCMA OFFICE. \_\_\_\_\_



**ATTACHMENT 5 STARTS ON THE FOLLOWING PAGE**

**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 5**

	<b>UGR-A 07 LSN'S AND ITEM DESCRIPTIONS</b>
8970-01-E10-0116	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 1, semi-perishable component (2 boxes), requires 8970 01-E10-0121, breakfast menu 1, perishable component (1 or 2 boxes) to complete the menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-E10-0117	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 2, semi-perishable component (2 boxes), requires 8970 01-E10-0122, breakfast menu 2, perishable component (1 or 2 boxes) to complete the menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-E10-0118	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 3, semi-perishable component (2 boxes), requires 8970 01-E10-0123, breakfast menu 3, perishable component (1 or 2 boxes) to complete the menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-E10-0119	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 4, semi-perishable component (2 boxes), requires 8970 01-E10-0124, breakfast menu 4, perishable component (1 or 2 boxes) to complete the menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-E10-0120	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 5, semi-perishable component (2 boxes), requires 8970 01-E10-0125, breakfast menu 5, perishable component (1 or 2 boxes) to complete the menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-E10-0222	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 6, semi-perishable component (2 boxes), requires 8970 01-E10-0232, breakfast menu 6, perishable component (1 or 2 boxes) to complete the menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-E10-0223	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 7, semi-perishable component (2 boxes), requires 8970 01-E10-0233, breakfast menu 7, perishable component (1 or 2 boxes) to complete the menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-E10-0121	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 1, perishable component (1 or 2 boxes), requires 8970-01-E10-0116, breakfast menu 1, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-E10-0122	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 2, perishable component (1 or 2 boxes), requires 8970-01-E10-0117 breakfast menu 2, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-E10-0123	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 3, perishable component (1 or 2 boxes), requires 8970-01-E10-0118 breakfast menu 3, semi-perishable component (2 boxes) to complete menu, also requires

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	bread and milk (ordered separately) to be nutritionally adequate
	<b>UGR-A 07 LSN'S AND ITEM DESCRIPTIONS(Cont'd)</b>
8970-01-E10-0124	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 4, perishable component (1 or 2 boxes), requires 8970-01-E10-0119 breakfast menu 4, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-E10-0125	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 5, perishable component (1 or 2 boxes), requires 8970-01-E10-0120 breakfast menu 5, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-E10-0232	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 6, perishable component (1 or 2 boxes), requires 8970-01-E10-0222 breakfast menu 6, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-E10-0233	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 7, perishable component (1 or 2 boxes), requires 8970-01-E10-0223 breakfast menu 7, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-E10-0126	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 1, semi-perishable component (2 boxes), requires 8970-01-E10-0136 dinner menu 1, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-E10-0127	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 2, semi-perishable component (2 boxes), requires 8970-01-E10-0137 dinner menu 2, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-E10-0128	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 3, semi-perishable component (2 boxes), requires 8970-01-E10-0138 dinner menu 3, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-E10-0129	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 4, semi-perishable component (2 boxes), requires 8970-01-E10-0139 dinner menu 4, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-E10-0130	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 5, semi-perishable component (2 boxes), requires 8970-01-E10-0140 dinner menu 5, perishable component (1 or 2 boxes) to complete menu, also requires bread

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	and milk (ordered separately) to be nutritionally adequate
8970-01-E10-0131	UNITIZED GROUP RATION-A OPTION (UGR–A), 50 meals, dinner menu 6, semi-perishable component (2 boxes), requires 8970-01-E10-0141 dinner menu 6, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
	<b>UGR-A 07 LSN'S AND ITEM DESCRIPTIONS (Cont'd)</b>
8970-01-E10-0132	UNITIZED GROUP RATION-A OPTION (UGR–A), 50 meals, dinner menu 7, semi-perishable component (2 boxes), requires 8970-01-E10-0142 dinner menu 7, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-E10-0133	UNITIZED GROUP RATION-A OPTION (UGR–A), 50 meals, dinner menu 8, semi-perishable component (2 boxes), requires 8970-01-E10-0143 dinner menu 8, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-E10-0134	UNITIZED GROUP RATION-A OPTION (UGR–A), 50 meals, dinner menu 9, semi-perishable component (2 boxes), requires 8970-01-E10-0144 dinner menu 9, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-E10-0135	UNITIZED GROUP RATION-A OPTION (UGR–A), 50 meals, dinner menu 10, semi-perishable component (2 boxes), requires 8970-01-E10-0145 dinner menu 10, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-E10-0224	UNITIZED GROUP RATION-A OPTION (UGR–A), 50 meals, dinner menu 11, semi-perishable component (2 boxes), requires 8970-01-E10-0234 dinner menu 11, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-E10-0225	UNITIZED GROUP RATION-A OPTION (UGR–A), 50 meals, dinner menu 12, semi-perishable component (2 boxes), requires 8970-01-E10-0235 dinner menu 12, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-E10-0226	UNITIZED GROUP RATION-A OPTION (UGR–A), 50 meals, dinner menu 13, semi-perishable component (2 boxes), requires 8970-01-E10-0236 dinner menu 13, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-E10-0227	UNITIZED GROUP RATION-A OPTION (UGR–A), 50 meals, dinner menu 14, semi-perishable component (2 boxes), requires 8970-01-E10-0237 dinner menu 14, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate



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8970-01-E10-0136	UNITIZED GROUP RATION-A OPTION (UGR–A), 50 meals, dinner menu 1, perishable component (1 or 2 boxes), requires 8970-01-E10-0126 dinner menu 1, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-E10-0137	UNITIZED GROUP RATION-A OPTION (UGR–A), 50 meals, dinner menu 2, perishable component (1 or 2 boxes), requires 8970-01-E10-0127 dinner menu 2, semi-perishable component(2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate.
8970-01-E10-0138	UNITIZED GROUP RATION-A OPTION (UGR–A), 50 meals, dinner menu 3, perishable component (1 or 2 boxes), requires 8970-01-E10-0128 dinner menu 3, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
	<b>UGR-A 07 LSN'S AND ITEM DESCRIPTIONS (Cont'd)</b>
8970-01-E10-0139	UNITIZED GROUP RATION-A OPTION (UGR–A), 50 meals, dinner menu 4, perishable component (1 or 2 boxes), requires 8970-01-E10-0129 dinner menu 4, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-E10-0140	UNITIZED GROUP RATION-A OPTION (UGR–A), 50 meals, dinner menu 5, perishable component (1 or 2 boxes), requires 8970-01-E10-0130 dinner menu 5, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-E10-0142	UNITIZED GROUP RATION-A OPTION (UGR–A), 50 meals, dinner menu 7, perishable component (1 or 2 boxes), requires 8970-01-E10-0132 dinner menu 7, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-E10-0143	UNITIZED GROUP RATION-A OPTION (UGR–A), 50 meals, dinner menu 8, perishable component (1 or 2 boxes), requires 8970-01-E10-0133 dinner menu 8, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-E10-0144	UNITIZED GROUP RATION-A OPTION (UGR–A), 50 meals, dinner menu 9, perishable component (1 or 2 boxes), requires 8970-01-E10-0134 dinner menu 9, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-E10-0145	UNITIZED GROUP RATION-A OPTION (UGR–A), 50 meals, dinner menu 10, perishable component (1 or 2 boxes), requires 8970-01-E10-0135 dinner menu 10, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-E10-0234	UNITIZED GROUP RATION-A OPTION (UGR–A), 50 meals, dinner menu 11, perishable component (1 or 2 boxes), requires 8970-01-E10-0224 dinner menu 11, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate

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8970-01-E10-0235	UNITIZED GROUP RATION-A OPTION (UGR–A), 50 meals, dinner menu 12, perishable component (1 or 2 boxes), requires 8970-01-E10-0225 dinner menu 12, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-E10-0236	UNITIZED GROUP RATION-A OPTION (UGR–A), 50 meals, dinner menu 13, perishable component (1 or 2 boxes), requires 8970-01-E10-0226 dinner menu 13, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-E10-0237	UNITIZED GROUP RATION-A OPTION (UGR–A), 50 meals, dinner menu 14, perishable component (1 or 2 boxes), requires 8970-01-E10-0227 dinner menu 14, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate

**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 5**

B1	Brk Menu 1	Ranchero Beef Steak
B2	Brk Menu 2	Omelet and Bacon
B3	Brk Menu3	Steak & Eggs
B4	Brk Menu 4	Corned Beef Hash
B5	Brk Menu 5	Creamed Ground Beef
B6	Brk Menu 6	Chorizo Breakfast Wrap
B7	Brk Menu 7	Cheddar Sausage Gravy
D1	Lun/Din Menu 1	Chicken Parmesan
D2	Lun/Din Menu 2	Hamburger/Hot Dog
D3	Lun/Din Menu 3	Pork in BBQ/Beef Brisket in BBQ sauce
D4	Lun/Din Menu 4	Turkey Cutlet
D5	Lun/Din Menu 5	Chinese Beef & Vegetables
D6	Lun/Din Menu 6	Shrimp Scampi/Chicken & Broccoli Penne
D7	Lun/Din Menu 7	Steak
D8	Lun/Din Menu 8	Rotisserie Chicken
D9	Lun/Din Menu 9	Spaghetti & Meatballs
D10	Lun/Din Menu 10	Chicken Fajitas
D11	Lun/Din Menu 11	Meatloaf
D12	Lun/Din Menu 12	Asian Garlic Chicken
D13	Lun/Din Menu 13	Pot Roast
D14	Lun/Din Menu 14	Stuffed Pork Chops

**UGR-A '07 TABLE I**  
**BREAKFAST MENU 1 - RANCHERO BEEF STEAK**

Menu Item	Required Servings and Size		Food/Ingredients/Supplies	Brand	Warranted Shelf Life (mos).	Issue/ 50 Ind.	Container Size
FROZEN/PERISHABLE BOX - 8970-01-525-6726							
VEGETABLE TACOS	50	1 each, 4.5 oz	Taco, Egg, Veg & Cheese				
RANCHERO BEEF	50	6 oz	Beef, Ranchero, Boil-in-Bag, Frozen				
QUESO SAUCE	50	¼ cup	Sauce, Queso				
CINNAMON TWISTS	48	1 each, 1.8 oz	Cinnamon Twist, Individually wrapped, 1.8 oz				
ORANGE JUICE	50	¾ cup	Juice, 100% Orange, Frozen Concentrate				
POTATOES WITH CHORIZO	50	3.2 oz	Potatoes with Chorizo, Boil-in-Bag, Frozen				
BOX 1 - 8970-01-525-6344							
EGGS	50	½ cup	Eggs, Dehydrated, Boil-in-Bag				
HOMINY GRITS	25	2/3 cup	Hominy Grits, White, Quick				
CATSUP	25	9 gm pkt	Catsup				
GRAPE JELLY	25	½ oz pch	Jelly, Grape				
HOT SAUCE	4	.75 oz	Hot Sauce				

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		bottle					
	1	2 oz	Butter Granules				
	100		Paper Cups, 8 oz				
<b>BOX 2</b>							
OATMEAL	1	10 ct box	Oatmeal, Instant, Variety Pack, Individual packets				
SALSA/PICANTE	50	0.5 oz pch	Salsa/Picante, medium				
COFFEE	30	6 oz	Coffee, Filter Bag, Arabica				
CAPPUCCINO	20	8 oz yield	Cappuccino Beverage Powder, French Vanilla				
CREAMERS	12	3 gm pkt	Creamers, Nondairy				
	50		Tray, 5-Compartment, Paper				
	50		Dining Packets, Napkin, Knife, Fork, Spoon, Salt/Pepper, Sugar (2)				
	4		Trash Bags, clear				
	1	1.65 oz	Salt				
	1	.70 oz	Pepper				
	1	4 oz	Oil, Vegetable, Butter Flavor				
	1	10 CT	Gloves				

**Note 1: Product shall be no older than 90 days from date of manufacture at time of assembly**

**UGR-A '07 TABLE I**  
**BREAKFAST MENU 2 - Omelets and Bacon**

Menu Item		Required Servings and Size	Food/Ingredients/Supplies	Brand	Warranted Shelf Life (mos)	Issue/ 50 Ind.	Container Size
FROZEN/PERISHABLE BOX - 8970-01-525-6729							
OMELET KIT	50	1.92 oz	Omelet Kit, Frozen, Contains diced ham, diced green peppers, onions and shredded cheese				
PANCAKE SANDWICH	48	1 each, 4.8 oz	Pancake, Sausage and Egg Sandwich, Individually wrapped, Frozen				
BACON	50	3 slices	Bacon, Sliced, Precooked, Frozen				
DONUT	48	1 each, 2.25 oz	Donut, Powdered Sugar, Individually wrapped				
BOX 1- 8970-01-525-6366							
EGGS	50	½ cup	Eggs, Dehydrated, Boil-in-Bag				
HASH BROWNS	50	2/3 cup	Potatoes, Shredded, Hash Brown Mix, Dehydrated				
APPLE JUICE	50	¾ cup	Juice, 100% Apple, Concentrate				
	100		Paper Cups, 8 oz				
INSTANT GRITS	1	12 ct box	Grits, Instant, Variety Pack				
STRAWBERRY JAM	25	½ oz pch	Jam, Strawberry				
HOT SAUCE	4	.75 oz	Hot Sauce				

**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 5**

		bottle					
<b>BOX 2</b>							
COFFEE	30	6 oz	Coffee, Filter Bag, Arabica				
COCOA	10	1 oz pkt	Cocoa Beverage Powder				
CREAMERS	12	3 gm pkt	Creamers, Nondairy				
JALAPENO CATSUP	35	9 gm pkt	Catsup, Jalapeno				
	50		Tray, 5-Compartment, Paper				
	50		Dining Packets, Napkin, Knife, Fork, Spoon, Salt/Pepper, Sugar (2)				
	4		Trash Bags, clear				
	1	1.65 oz	Salt				
	1	.70 oz	Pepper				
	1	.70 oz	Onions, Minced, Dehydrated				
	1	4 oz	Oil, Vegetable, Butter flavor				
	1		Gloves				

**Note 1: Product shall be no older than 90 days from date of manufacture at time of assembly**

**UGR-A '07 TABLE I**  
**BREAKFAST MENU 3 - Steak & Eggs**

Menu Item	Required Servings and Size		Food/Ingredients/Supplies	Brand	Warranted Shelf Life (mos)	Issue / 50 Ind.	Container Size
FROZEN/PERISHABLE BOX - 8970-01-525-6733							
STEAK	50	5.5 oz	Steak, Breakfast, uncooked				
PEPPERS & ONIONS	40	2 oz	Peppers & Onions, frozen				
PANCAKE ON A STICK	50	1 each, 2.25 oz	Blueberry pancake wrapped precooked sausage,Frozen				
BISCUITS	48	2 each	Biscuit, Buttermilk, frozen, thaw and serve				
SAUSAGE GRAVY	25	2/3 cup	Sausage Gravy, Ready to Eat, Frozen				
ORANGE JUICE	50	¾ cup	Juice, 100% Orange, Concentrate, Frozen				
BOX 1- 8970-01-525-6370							
HASH BROWNS	50	2/3 cup	Potatoes, Shredded, Hash Brown Mix, Dehydrated				
EGGS	50	½ cup	Eggs, Dehydrated, Boil-in-Bag				
TOASTER PASTRY	50	1.76 oz	Toaster Pastry, Brown Sugar Cinnamon, Frosted, Individually Wrapped				
OATMEAL	1	10 ct box	Oatmeal, Instant, Variety Pack, Individual packets				
	1	2 oz	Butter Granules				



**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 5**

	100		Paper Cups, 8 oz				
<b>BOX 1 AND 2</b>							
	50		Dining Packets, Napkin, Knife, Fork, Spoon, Salt/Pepper, Sugar (2)				
<b>BOX 2</b>							
CATSUP	25	9 gm pkt	Catsup				
GRAPE JELLY	25	½ oz pch	Jelly, Grape				
PANCAKE SYRUP	25	1½ oz pch	Syrup, Pancake, Imitation Maple				
HOT SAUCE	4	.75 oz bottle	Hot Sauce				
COFFEE	30	6 oz	Coffee, Filter Bag, Arabica				
CAPPUCCINO	20	8 oz yield	Cappuccino Beverage Powder, Irish Cream				
CREAMERS	12	3 gm pkt	Creamers, Nondairy				
STEAK SAUCE	35	12 gram pkt	Steak Sauce				
	50		Tray, 5-Compartment, Paper				
	4		Trash Bags, clear				
	1	.70 oz	Onions, Minced, Dehydrated				
	1	1.10 oz	Seasoning, Steak				
	1	1.65 oz	Salt				
	1	.70 oz	Pepper				
	1	4 oz	Oil, Vegetable, Butter flavor				
	1	10 CT	Gloves				

**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 5**

**Note 1: Product shall be no older than 90 days from date of manufacture at time of assembly**

**UGR-A '07 TABLE I**  
**BREAKFAST MENU 4 - Corned Beef Hash**

Menu Item	Required Servings and Size	Food/Ingredients/Supplies	Brand	Warranted Shelf Life (mos).	Issue/ 50 Ind.	Container Size
<b>FROZEN/PERISHABLE BOX - 8970-01-525-6735</b>						
<b>BACON</b>	50	3 slices	Bacon, Sliced, Precooked, Frozen			
<b>ROAST BEEF HASH</b>	50	2/3 cup	Roast Beef Hash, Frozen Boil-in-Bag			
<b>WAFFLE</b>	48	2 each, 1.25 oz	Waffle, Frozen			
<b>MUFFIN</b>	48	1 each, 2 oz	Muffin, Coffee Cake (with cinnamon), Individually wrapped			
<b>BOX 1- 8970-01-525-6372</b>						
<b>EGGS</b>	50	½ cup	Eggs, dehydrated, Boil-in-Bag			
<b>GRAPE JUICE</b>	50	¾ cup	Juice, 100% Grape, Concentrate			
<b>GRITS</b>	50	½ cup	Hominy Grits, White, Quick			
<b>CATSUP</b>	25	9 gm pkt	Catsup			
<b>GRAPE JELLY</b>	25	½ oz pch	Jelly, Grape			
<b>HOT SAUCE</b>	4	.75 oz bottle	Hot Sauce			
	1	2 oz	Butter Granules			
	100		Paper Cups, 8 oz			
<b>BOX 2</b>						
<b>ALMOND BISCOTTI</b>	48	1 each, 1.25 oz	Biscotti, Almond, individually wrapped			

**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 5**

OATMEAL	1	10 ct box	Oatmeal, Instant, Variety Pack, Individual packets				
COFFEE	30	6 oz	Coffee, Filter Bag, Arabica				
CAPUCCINO	20	8 oz yield	Cappuccino Beverage Powder, French Vanilla				
PANCAKE SYRUP	48	1½ oz pch	Syrup, Pancake, Imitation Maple				
CREAMERS	12	3 gm pkt	Creamers, Nondairy				
	50		Tray, 5-Compartment, Paper				
	50		Dining Packets, Napkin, Knife, Fork, Spoon, Salt/Pepper, Sugar (2)				
	4		Trash Bags, clear				
	1	1.65 oz	Salt				
	1	.70 oz	Pepper				
	1	4 oz	Oil, Vegetable, Butter Flavor				
	1	10 CT	Gloves				

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**UGR-A '07 TABLE I**  
**BREAKFAST MENU 5 - Creamed Ground Beef**

Menu Item	Require Servings and Size	Food/Ingredients/Supplies	Brands	Warranted Shelf Life (Mos)	Issue/ 50 Ind.	Container Size
<b>FROZEN/ PERISHABLE BOX - 8970-01-525-6739</b>						
<b>CREAMED BEEF</b>	<b>25</b>	<b>2/3 cup</b>	<b>Gravy, Creamed Beef, Conc. Frozen</b>			
<b>BROWN &amp; SERVE SAUSAGES</b>	<b>50</b>	<b>2 each</b>	<b>Sausage Links, Pork, Brown &amp; Serve, Frozen, Precooked</b>			
<b>BISCUITS</b>	<b>50</b>	<b>2 each</b>	<b>Biscuit, Buttermilk, frozen, thaw and serve</b>			
<b>DANISH</b>	<b>48</b>	<b>1 each, 1.5 oz</b>	<b>Danish, Assorted Mini, Frozen</b>			
<b>ORANGE JUICE</b>	<b>50</b>	<b>¾ cup</b>	<b>Juice, 100% Orange, Frozen Concentrate</b>			
<b>BOX 1 - 8970-01-525-6377</b>						
<b>EGGS</b>	<b>50</b>	<b>½ cup</b>	<b>Eggs, Dehydrated, Boil-in-Bag</b>			
<b>HASH BROWNS</b>	<b>50</b>	<b>2/3 cup</b>	<b>Potatoes, Shredded, Hash brown mix, Dehydrated</b>			
<b>GRITS</b>	<b>1</b>	<b>12 ct box</b>	<b>Grits, Instant, Variety Pack</b>			
<b>CATSUP</b>	<b>25</b>	<b>9 gm pkt</b>	<b>Catsup</b>			
<b>STRAWBERRY JAM</b>	<b>25</b>	<b>½ oz pch</b>	<b>Jam, Strawberry</b>			
	<b>100</b>		<b>Paper Cups, 8 oz</b>			
<b>HOT SAUCE</b>	<b>4</b>	<b>.75 oz bottle</b>	<b>Hot Sauce</b>			
<b>BOX 2</b>						
<b>COFFEE</b>	<b>30</b>	<b>6 oz</b>	<b>Coffee, Filter Bag, Arabica</b>			
<b>COCOA</b>	<b>10</b>	<b>1 oz pkt</b>	<b>Cocoa Beverage Powder</b>			

**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 5**

CREAMERS	12	3 gm pkt	Creamers, Nondairy				
	1	2 oz	Butter Granules				
	50		Tray, 5-Compartment, Paper				
	50		Dining Packets, Napkin, Knife, Fork, Spoon, Salt/Pepper, Sugar (2)				
	4		Trash Bags, clear				
	1	1.65 oz	Salt				
	1	.70 oz	Pepper				
	1	.70 oz	Onions, Minced, Dehydrated				
	1	4 oz	Oil, Vegetable, Butter Flavor				
	1	10 CT	Gloves				

**Note 1: Product shall be no older than 90 days from date of manufacture at time of assembly**

**UGR-A '07 TABLE I**

### BREAKFAST MENU 6 - Chorizo Breakfast Wrap

Menu Item	Required Servings and Size	Food/Ingredients/Supplies	Brand	Warranted Shelf Life (mos)	Issue/ 50 Ind.	Container Size
<b>FROZEN/PERISHABLE BOX - 8970-01-525-6740</b>						
MAPLE SAUSAGE PATTIES	50	2 each	Maple Flavored Pork Sausage, Patty, Frozen, Fully Cooked.			
EGG & CHORIZO WRAP	36	1 each, 5 oz	Wrap, Egg & Chorizo, Frozen			
BLUEBERRY MUFFIN	48	1 each, 2.25 oz	Muffin, Blueberry, Frozen, Individually Wrapped			
FRENCH TOAST	50	1 each	French Toast, frozen			
CRANBERRY ORANGE JUICE	50	½ cup	Juice, 100% Orange, Concentrate, Frozen			
<b>BOX 1 - 8970-01-525-6389</b>						
CRANBERRY ORANGE JUICE	50	¼ cup	Juice, 90% cranberry blend (2:1 ration, orange to cranberry, 3/4 cup serving)			
EGGS	50	½ cup	Eggs, Dehydrated, Boil-in- Bag			
OATMEAL	1	10 ct box	Oatmeal, Instant, Variety Pack, Individual packets			
HASH BROWNS	50	2/3 cup	Potatoes, Shredded, Hash Brown Mix, Dehydrated			
HOT SAUCE	4	.75 oz bottle	Hot Sauce			
COCOA	10	1 oz pkt	Cocoa Beverage Powder			
<b>BOX 1 AND 2</b>						

**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 5**

	50		Dining Packets, Napkin, Knife, Fork, Spoon, Salt/Pepper, Sugar (2)				
	100		Paper Cups, 8 oz				
<b>BOX 2</b>							
PANCAKE SYRUP	25	1½ oz pch	Syrup, Pancake, Imitation Maple				
COFFEE	30	6 oz	Coffee, Filter Bag, Arabica				
CATSUP	25	9 gm pkt	Catsup				
CREAMERS	12	3 gm pkt	Creamers, Nondairy				
STRAWBERRY JAM	25	½ oz pch	Jam, Strawberry				
	50		Tray, 5-Compartment, Paper				
	4		Trash Bags, Clear				
	1	1.65 oz	Salt				
	1	.70 oz	Pepper				
	1	.70 oz	Onions, Minced, Dehydrated				
	1	4 oz	Oil, Vegetable, Butter flavor				
	1	2 oz	Butter Granules				
	1	10 CT	Gloves				

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**UGR-A '07 TABLE I**  
**BREAKFAST MENU 7 - Cheddar Sausage Gravy**

Menu Item	Required Servings and Size	Food/Ingredients/Supplies	Brand	Warranted Shelf Life (mos).	Issue/ 50 Ind	Container Size
FROZEN/PERISHABLE BOX - 8970-01-525-6744						
SAUSAGE GRAVY	25	1/2 cup	Sausage Gravy, Cheddar Flavored			
BACON	50	3 slices	Bacon, Sliced, Precooked, Frozen			
BISCUITS	50	2 each	Biscuit, Buttermilk, frozen, thaw and serve			
BAGEL	48	1 each, 3.0 oz	Cinnamon Bagel w/ Maple Cream Cheese, Frozen, Individually Wrapped			
Box 1 - 8970-01-525-6720						
EGGS	50	½ cup	Eggs, Dehydrated, Boil-in- Bag			
GRAPE JUICE	50	¾ cup	Juice, 100% Grape, Concentrate			
TOASTER PASTRY	50	1 each	Toaster Pastry, Blueberry, Frosted, Individually Wrapped, 1.8 oz			
CATSUP	25	9 gm pkt	Catsup			
STRAWBERRY JAM	25	½ oz pch	Jam, Strawberry			
HOT SAUCE	4	.75 oz bottle	Hot Sauce			
	1	2 oz	Butter Granules			
COFFEE	30	6 oz	Coffee, Filter Bag, Arabica			
CREAMERS	12	3 gm pkt	Creamers, Nondairy			
	100		Paper Cups, 8 oz			

**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 5**

	4		Trash Bags, clear				
	1	1.65 oz	Salt				
	1	.70 oz	Pepper				
<b>BOX 1 AND 2</b>							
	50		Dining Packets, Napkin, Knife, Fork, Spoon, Salt/Pepper, Sugar (2)				
<b>BOX 2</b>							
OATMEAL	1	10 ct box	Oatmeal, Instant, Variety Pack, Individual packets				
HASH BROWNS	50	2/3 cup	Potatoes, Shredded, Hash Brown Mix, Dehydrated				
	1	.70 oz	Onions, Minced, Dehydrated				
	1	4 oz	Oil, Vegetable, Butter flavor				
	50		Tray, 5-Compartment, Paper				
COCOA	10	1 oz pkt	Cocoa Beverage Powder				
	1	10 CT	Gloves				

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**UGR-A '07 TABLE I**  
**LUNCH/DINNER MENU 1 - Chicken Parmesan**

Menu Item	Required Servings and Size	Food/Ingredients/Supplies	Brand	Warranted Shelf Life (mos).	Issue/ 50 Ind.	Container Size
<b>FROZEN/PERISHABLE BOX - 8970-01-525-6813</b>						
<b>CHICKEN PARMESAN</b>	<b>50</b>	<b>1-5 oz</b>	<b>Chicken filet, breaded, Fully-Cooked</b>			
<b>SAUCE</b>	<b>50</b>	<b>¾ cup</b>	<b>Sauce, spaghetti, marinara</b>			
<b>CAKE</b>	<b>48</b>	<b>1 each, 2.8 oz</b>	<b>Cake, Italian Lemon</b>			
<b>BOX 1 - 8970-01-525-6783</b>						
ZITI	50	1 cup	Pasta, Ziti			
GREEN BEANS, ITALIAN STYLE	50	¾ cup	Green Beans, Italian Style Canned			
HOT SAUCE	4	.75 oz bottle	Hot Sauce			
	2	.25 oz	Seasoning, Italian			
	1	1.65 oz	Salt			
	1	.70 oz	Pepper			
	1	2 oz	Butter Granules			
	75		Paper Cups, 8 oz			
	1	10 CT	Gloves			
<b>BOX 2</b>						
LEMON LIME CARBOHYDRATE ELECTROLYTE BEVERAGE	100	7.5 oz	Beverage Powder, Carbohydrate Electrolyte, Lemon Lime			

**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 5**

PARMESAN CHEESE	50	3.5 gm pouch	Parmesan Cheese				
CHOCOLATE PUDDING	48	4 oz	Pudding, Chocolate, Individual Cups				
PEANUT BUTTER & GRAPE JELLY	12	1.12 oz pb pch 1 oz jelly pch	Peanut Butter and Grape Jelly Twin Packs				
COFFEE	30	6 oz	Coffee, Filter Bag, Arabica				
CREAMERS	12	3 gm pkt	Creamers, Nondairy				
	50		Tray, 5-Compartment, Paper				
	50		Dining Packets, Napkin, Knife, Fork, Spoon, Salt/Pepper, Sugar (2)				
	4		Trash Bags, clear				

**Note 1: Product shall be no older than 90 days from date of manufacture at time of assembly**

**UGR-A '07 TABLE I**  
**LUNCH/DINNER MENU 2 - Hamburger/Hot Dog**

Menu Item	Required Servings and Size		Food/Ingredients/Supplies	Brand	Warranted Shelf Life (mos)	Issue/ 50 Ind.	Container Size
FROZEN/PERISHABLE BOX - 8970-01-525-6815							
GRILLED HAMBURGERS	50	2 each, 3.8-4 oz patty	Beef Patties, Frozen, Fully-Cooked				
HOT DOGS	50	1 each, 3.2 oz.	Hot Dog, Frozen, Fully cooked				
POTATO WEDGE	50	3 oz	Potato wedge, chicken flavored batter				
BOX 1 - 8970-01-525-6785							
BAKED BEANS	50	½ cup	Baked beans, canned				
CONFETTI CUPCAKES	45	1 ea	Cupcakes, Confetti w/ white frosting				
MUSTARD	35	5.5 gm pkt	Mustard, prepared				
RELISH	25	9 gm pkt	Relish, Pickle, Sweet				
SALAD DRESSING	25	9 gm pkt	Salad Dressing, mayonnaise type				
CATSUP	25	9 gm pkt	Catsup				
HOT SAUCE	4	.75 oz bottle	Hot Sauce				
	75		Paper Cups, 8 oz				
	4		Trash Bags, Clear				
	1	4 oz	Veg Oil, Butter Flavor				
BOX 2							
PEACHES	48	4.0 oz	Peaches in Strawberry Banana flavored light syrup				
PINK LEMONADE	100	7.5 oz	Powdered Beverage Base, Pink Lemonade				

**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 5**

DIET PEACH ICED TEA BEVERAGE	1	10 ct box	Powdered Beverage, Peach Tea with non nutritive sweetener				
COFFEE	30	6 oz	Coffee, Filter Bag, Arabica				
CREAMERS	12	3 gm pkt	Creamers, Nondairy				
	50		Tray, 5-Compartment, Paper				
	50		Dining Packets, Napkin, Knife, Fork, Spoon, Salt/Pepper, Sugar (2)				
	1	1.65 oz	Salt				
	1	.70 oz	Pepper				
	1	1.25 oz	Cinnamon Maple Sprinkles				
	2	1.10 oz	Seasoning, Steak				
	1	.90 oz	Barbecue Spice				
	1	.70 oz	Minced Onions				
	1	10 CT	Gloves				

**Note 1:Product shall be no older than 90 days from date of manufacture at time of assembly**

**UGR-A ‘07 TABLE I**

**LUNCH/DINNER MENU 3 - Pork in BBQ/Beef Brisket in BBQ Sauce**

Menu Item	Required Servings and Size	Food/Ingredients/Supplies	Brand	Warranted Shelf Life (mos)	Issue/ 50 Ind.	Container Size
<b>FROZEN/PERISHABLE BOX - 8970-01-525-6816</b>						
<b>PORK IN BBQ SAUCE</b>	<b>25</b>	<b>8 oz</b>	<b>Pork in BBQ, Boil-in-Bag, Frozen</b>			
<b>BEEF BRISKET w/ BBQ SAUCE</b>	<b>25</b>	<b>10 oz</b>	<b>Beef Brisket w/ BBQ Sauce, Boil-in-Bag, Frozen</b>			
<b>CORNBREAD</b>	<b>48</b>	<b>1 each, 2 oz</b>	<b>Cornbread, mini loaves, 24 ct plain, 24 ct jalapeno</b>			
<b>BOX 1 - 8970-01-525-6786</b>						
MACARONI & CHEESE	50	2/3 cup	Macaroni & Cheese, Mix, Cheese Sauce Mix			
CHILI BEANS	50	1/2 cup	Mexican Chili Beans			
PEANUT BUTTER & STRAWBERRY JAM	12	1.12 oz pb pch 1 oz jelly pch	Peanut Butter and Strawberry Jam Twin Packs			
PAN COATED PEANUT BUTTER DISKS	50	1 each, 1.53 oz	Pan coated peanut butter disks, Individually packaged			
HOT SAUCE	4	.75 oz bottle	Hot Sauce			
	75		Paper Cups, 8 oz			
	4		Trash Bags, Clear			
	1	10 CT	Gloves			
<b>BOX 2</b>						

**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 5**

ORANGE CARBOHYDRATE ELECTROLYTE BEVERAGE	100	7.5 oz	Beverage Powder, Carbohydrate Electrolyte, Orange				
APPLE SAUCE	48	4 oz	Applesauce, Individual Cups				
	50		Tray, 5-Compartment, Paper				
	50		Dining Packets, Napkin, Knife, Fork, Spoon, Salt/Pepper, Sugar (2)				
	1	1.65 oz	Salt				
	1	.70 oz	Pepper				
COFFEE	30	6 oz	Coffee, Filter Bag, Arabica				
CREAMERS	12	3 gm pkt	Creamers, Nondairy				

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**UGR-A '07 TABLE I**  
**LUNCH/DINNER MENU 4 - Turkey Cutlet**

Menu Item	Required Servings and Size	Food/Ingredients/Supplies	Brand	Warranted Shelf Life (mos).	Issue/ 50 Ind.	Container Size
<b>FROZEN/PERISHABLE BOX - 8970-01-525-6817</b>						
<b>TURKEY CUTLET</b>	<b>50</b>	<b>1-5 oz</b>	<b>Turkey Breast, Whole Muscle, Frozen, Fully- Cooked</b>			
<b>WHITE CHOCOLATE MACADEMIA COOKIE</b>	<b>48</b>	<b>1 each, 4 oz</b>	<b>Cookie, White chocolate chip macademia nut, 2- 2oz cookies per package</b>			
<b>BOX 1 - 8970-01-525-6789</b>						
PEAS	50	½ cup	Peas, Canned			
STUFFING	50	½ cup	Stuffing Mix, Cornbread			
HERB & BUTTER MASHED POTATOES	50	½ cup	Potatoes, Herb & Butter, instant			
SWEET POTATOES	50	½ cup	Sweet potatoes, Canned			
HOT SAUCE	4	.75 oz bottle	Hot Sauce			
	1	2 oz	Butter Granules			
	75		Paper Cups, 8 oz			
	1	10 CT	Gloves			
	4		Trash Bags, Clear			
<b>BOX 2</b>						
MIXED FRUIT	48	4 oz	Mixed Fruit, Individual Cups			

**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 5**

ICED TEA	100	7.5 oz	Iced Tea, powder drink mix, lemon flavored, sugar sweetened				
DIET LEMONADE BEVERAGE	1	10 ct box	Powdered drink mix, Lemonade with non nutritive sweetener				
CRANBERRY SAUCE	48	1 oz	Cranberry Sauce				
TURKEY GRAVY	50	2 oz	Gravy Mix, Instant, Turkey				
COFFEE	30	6 oz	Coffee, Filter Bag, Arabica				
CREAMERS	12	3 gm pkt	Creamers, Nondairy				
	1	1.65 oz	Salt				
	1	.70 oz	Pepper				
	2	.40 oz	Seasoning, Poultry				
	1	.75 oz	Seasoning, Vegetable				
	50		Tray, 5-Compartment, Paper				
	50		Dining Packets, Napkin, Knife, Fork, Spoon, Salt/Pepper, Sugar (2)				

**Note 1: Product shall be no older than 90 days from date of manufacture at time of assembly**

**UGR-A '07 TABLE I**  
**LUNCH/DINNER MENU 5 -Chinese Beef and Vegetables**

Menu Item	Required Servings and Size	Food/Ingredients/Supplies	Brand	Warranted Shelf Life (mos)	Issue/ 50 Ind.	Container Size
FROZEN/PERISHABLE BOX - 8970-01-525-6818						
CHINESE BEEF & VEGETABLES	50	10 oz portion, 3 oz beef, 7 oz veg and sce	Beef, Chinese Style Sauce, Veg, Frozen, Boil- in-Bag			
BOX 1 - 8970-01-525-6790						
CORN	50	¾ cup	Corn, Canned			
RICE, WHITE	50	¾ cup	Rice, Long Grain, White, Instant			
CHOCOLATE CAKE	48	1 each, 2 oz.	Cake, Choc with White Frosting			
PEANUT BUTTER & GRAPE JELLY	12	1.12 oz pb pch 1 oz jelly pch	Peanut Butter and Grape Jelly, Twin Pack			
SOY SAUCE	35	9 gm pch	Soy Sauce, Portion Control			
HOT SAUCE	4	.75 oz bottle	Hot Sauce			
	1	2 oz	Butter Granules			
	75		Paper Cups, 8 oz			
	4		Trash Bags, clear			
	1	10 CT	Gloves			
BOX 2						
PINEAPPLE	48	4 oz	Pineapple, Individual Cups			

**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 5**

MIXED BERRY CARBOHYDRATE ELECTROLYTE BEVERAGE	100	7.5 oz	Beverage Powder, Carbohydrate Electrolyte, Mixed Berry				
COFFEE	30	6 oz	Coffee, Filter Bag, Arabica				
CREAMERS	12	3 gm pkt	Creamers, Nondairy				
	50		Tray, 5-Compartment, Paper				
	50		Dining Packets, Napkin, Knife, Fork, Spoon, Salt/Pepper, Sugar (2)				
	1	.75 oz	Seasoning, Vegetable				
	1	1.65 oz	Salt				
	1	.70 oz	Pepper				

**Note 1: Product shall be no older than 90 days from date of manufacture at time of assembly**

**UGR-A ‘07 TABLE I**

**LUNCH/DINNER MENU 6 - Shrimp Scampi/ Penne Pasta w/ Chicken & Broccoli**

<b>Menu Item</b>	<b>Required Servings and Size</b>	<b>Food/Ingredients/Supplies</b>	<b>Brand</b>	<b>Warranted Shelf Life (mos)</b>	<b>Issue/ 50 Ind.</b>	<b>Container Size</b>
<b>FROZEN/PERISHABLE BOX - 8970-01-525-6820</b>						
<b>SHRIMP SCAMPI w/ BOWTIE PASTA</b>	<b>25</b>	<b>11 oz portion, 1 cup cooked pasta, 3 oz cooked shrimp</b>	<b>Shrimp Scampi w/ Bowtie pasta, Frozen</b>			
<b>PENNE PASTA w/ CHICKEN AND BROCCOLI</b>	<b>25</b>	<b>12 oz portion, 1 cup cooked pasta, 3 oz Chicken</b>	<b>Penne pasta w/ broccoli and chicken, Frozen</b>			
<b>BOX 1 - 8970-01-525-6794</b>						
PEAS	50	¾ cup	Peas, Canned			
OATMEAL COOKIE	48	2 each, 1.3 oz	Cookie, Oatmeal, individual or bulk,			
PAN COATED DISKS	48	1 each	Pan Coated Disks, Individually packaged, 1.69 oz pkg			
	1	10 CT	Gloves			
	75		Paper Cups, 8 oz			
	4		Trash Bags, clear			
	1	2 oz	Butter Granules			
<b>BOX 2</b>						

**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 5**

MIXED FRUIT	48	4 oz	Mixed Fruit, Individual Cups				
PEACH ICED TEA	100	7.5 oz	Peach Iced Tea, powder drink mix, sugar sweetened				
DIET RASPBERRY ICE BEVERAGE	1	10 ct box	Powdered drink mix, Raspberry Ice with non nutritive sweetener				
HOT SAUCE	4	.75 oz bottle	Hot Sauce				
PARMESAN CHEESE	50	3.5 gm pouch	Parmesan Cheese				
COFFEE	30	6 oz	Coffee, Filter Bag, Arabica				
CREAMERS	12	3 gm pkt	Creamers, Nondairy				
	50		Tray, 5-Compartment, Paper				
	50		Dining Packets, Napkin, Knife, Fork, Spoon, Salt/Pepper, Sugar (2)				
	1	1.65 oz	Salt				
	1	.70 oz	Pepper				
	1	.75 oz	Seasoning, Vegetable				

**Note 1: Product shall be no older than 90 days from date of manufacture at time of assembly**

**UGR-A '07 TABLE I**  
**LUNCH/DINNER MENU 7 - Steak**

Menu Item	Required Servings and Size	Food/Ingredients/Supplies	Brand	Warranted Shelf Life (mos)	Issue/ 50 Ind.	Container Size
<b>FROZEN/PERISHABLE BOX - 8970-01-525-6823</b>						
<b>GRILLED STEAK</b>	<b>50</b>	<b>9 oz</b>	<b>Steak, Beef Rib, Tri-tip, Frozen</b>			
<b>PEPPER &amp; ONION</b>	<b>40</b>	<b>2 oz</b>	<b>Peppers &amp; Onions, Frozen</b>			
<b>BROWNIE</b>	<b>min 48 ct.</b>	<b>1 each, 3 oz</b>	<b>Brownie, Choc Chunk, Individually Wrapped</b>			
<b>BOX 1 - 8970-01-525-6796</b>						
MASHED POTATOES	50	½ cup	Potatoes, White, Dehydrated, Instant			
GREEN BEANS	50	¾ cup	Green Beans, Canned			
PEANUT BUTTER & STRAWBERRY JAM	12	1.12 oz pb pch 1 oz jelly pch	Peanut Butter and Strawberry Jam Twin Packs			
VANILLA PUDDING	48	4 oz	Pudding, Vanilla, Individual Cups			
	1	2 oz.	Butter Granules			
	1	4 oz	Oil, Vegetable, butter flavored			
	75		Paper Cups, 8 oz			
LEMON LIME CARBOHYDRATE ELECTROLYTE	100	7.5 oz	Beverage Powder, Carbohydrate Electrolyte, Lemon Lime			

**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 5**

BEVERAGE							
COFFEE	30	6 oz	Coffee, Filter Bag, Arabica				
CREAMERS	12	3 gm pkt	Creamers, Nondairy				
<b>BOX 2</b>							
STEAK SAUCE	35	12 gram pkt	Steak Sauce				
GRAVY	50	2 oz	Gravy Mix, Brown, Instant				
	50		Tray, 5-Compartment, Paper				
	50		Dining Packets, Napkin, Knife, Fork, Spoon, Salt/Pepper, Sugar (2)				
	1	10 CT	Gloves				
	4		Trash Bags, clear				
	1	1.65 oz	Salt				
	1	.70 oz	Pepper				
	2	1.10 oz	Seasoning, Steak				
	1	.75 oz	Seasoning, Vegetable				

**Note 1: Product shall be no older than 90 days from date of manufacture at time of assembly**



**UGR-A '07 TABLE I**  
**LUNCH/DINNER MENU 8 - Rotisserie Chicken**

Menu Item	Required Servings and Size	Food/Ingredients/Supplies	Brands	Warranted Shelf Life (mos)	Issue/ 50 Ind.	Container Size
FROZEN/PERISHABLE BOX - 8970-01-525-6825						
ROTISSERIE CHICKEN	50	1 Quarter	Rotisserie Chicken, Quarters, Fully-Cooked, Frozen			
CARROT CAKE	48	1 each, 2.25 oz	Carrot Cake, Cream Cheese Frosted, Frozen			
BOX 1 - 8970-01-525-6803						
CORN	50	¾ Cup	Corn, Canned			
AU GRATIN POTATOES	50	¾ Cup	Au Gratin Potatoes, Dehydrated			
COFFEE	30	6 oz	Coffee, Filter Bag, Arabica			
CREAMERS	12	3 gm pkt	Creamers, Nondairy			
	1	.75 oz	Seasoning, Vegetable			
	1	.70 oz	Paprika			
	1	2 oz	Butter Granules			
	75		Paper Cups, 8 oz			
	4		Trash Bags, clear			
BOX 2						
PUDDING	48	4 oz	Pudding, Chocolate, Individual Cups			
GRAPE DRINK	100	7.5 oz	Beverage Base, Powder, Grape			

**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 5**

DIET PEACH ICED TEA BEVERAGE	1	10 ct box	Powdered Beverage, Peach Tea with non nutritive sweetener				
GRAVY, CHICKEN	50	2 oz	Gravy Mix, Chicken, Instant				
HOT SAUCE	4	.75 oz bottle	Hot Sauce				
	50		Tray, 5-Compartment, Paper				
	50		Dining Packets, Napkin, Knife, Fork, Spoon, Salt/Pepper, Sugar (2)				
	1	1.65 oz	Salt				
	1	.70 oz	Pepper				
	1	10 CT	Gloves				

**Note 1: Product shall be no older than 90 days from date of manufacture at time of assembly**

**UGR-A '07 TABLE I**  
**LUNCH/DINNER MENU 9 - Spaghetti & Meatballs**

Menu Item	Required Servings and Size	Food/Ingredients/Supplies	Brand	Warranted Shelf Life (mos)	Issue/ 50 Ind.	Container Size
<b>FROZEN/PERISHABLE BOX - 8970-01-525-6827</b>						
<b>MEAT BALLS AND SAUCE KIT</b>	<b>50</b>	<b>3-1oz meatballs and ¾ cup sauce</b>	<b>Beef Meatballs, Fully-Cooked, Frozen in Marinara Sauce</b>			
<b>PIZZA ROLL</b>	<b>48</b>	<b>1 each, 3oz</b>	<b>Pizza Roll, Frozen</b>			
<b>BOX 1 - 8970-01-525-6804</b>						
SPAGHETTI	50	1 cup	Spaghetti			
GREEN BEANS, ITALIAN STYLE	50	¾ cup	Green Beans, Italian Style Canned			
PEANUT BUTTER & GRAPE JELLY	12	1 12 oz pb pch 1 oz jelly pch	Peanut Butter and Grape Jelly, Twin Pack			
VANILLA CAKE W/ CHOC FROSTING	50	1 ea-2 oz	Cake, Vanilla with Choc frosting			
<b>HOT SAUCE</b>	<b>4</b>	<b>.75 oz bottle</b>	<b>Hot Sauce</b>			
COFFEE	30	6 oz	Coffee, Filter Bag, Arabica			
CREAMERS	12	3 gm pkt	Creamers, Nondairy			
<b>BOX 2</b>						
PARMESAN CHEESE	50	3.5 gm pouch	Parmesan Cheese			
BUTTERSCOTCH PUDDING	48	4 oz	Pudding, Butterscotch, Individual Cups			

**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 5**

FRUIT PUNCH CARBOHYDRATE ELECTROLYTE BEVERAGE	100	7.5 oz	Beverage Powder, Carbohydrate Electrolyte, Fruit Punch				
	50		Tray, 5-Compartment, Paper				
	50		Dining Packets, Napkin, Knife, Fork, Spoon, Salt/Pepper, Sugar (2)				
	75		Paper Cups, 8 oz				
	4		Trash Bags, 2 clear				
	1	1.65 oz	Salt				
	1	.70 oz	Pepper				
	1	.25 oz	Seasoning, Italian				
	1	.75 oz	Seasoning, Vegetable				
	1	2 oz.	Butter Granules				
	1	10 CT	Gloves				

**Note 1: Product shall be no older than 90 days from date of manufacture at time of assembly**

**UGR-A '07 TABLE I**  
**LUNCH/DINNER MENU 9 - Spaghetti & Meatballs**

Menu Item	Required Servings and Size	Food/Ingredients/Supplies	Brand	Warranted Shelf Life (mos)	Issue/ 50 Ind.	Container Size
<b>FROZEN/PERISHABLE BOX - 8970-01-525-6827</b>						
<b>MEAT BALLS AND SAUCE KIT</b>	<b>50</b>	<b>3-1oz meatballs and ¾ cup sauce</b>	<b>Beef Meatballs, Fully-Cooked, Frozen in Marinara Sauce</b>			
<b>PIZZA ROLL</b>	<b>48</b>	<b>1 each, 3oz</b>	<b>Pizza Roll, Frozen</b>			
<b>BOX 1 - 8970-01-525-6804</b>						
SPAGHETTI	50	1 cup	Spaghetti			
GREEN BEANS, ITALIAN STYLE	50	¾ cup	Green Beans, Italian Style Canned			
PEANUT BUTTER & GRAPE JELLY	12	1 12 oz pb pch 1 oz jelly pch	Peanut Butter and Grape Jelly, Twin Pack			
VANILLA CAKE W/ CHOC FROSTING	50	1 ea-2 oz	Cake, Vanilla with Choc frosting			
<b>HOT SAUCE</b>	<b>4</b>	<b>.75 oz bottle</b>	<b>Hot Sauce</b>			
COFFEE	30	6 oz	Coffee, Filter Bag, Arabica			
CREAMERS	12	3 gm pkt	Creamers, Nondairy			
<b>BOX 2</b>						
PARMESAN CHEESE	50	3.5 gm pouch	Parmesan Cheese			
BUTTERSCOTCH PUDDING	48	4 oz	Pudding, Butterscotch, Individual Cups			

**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 5**

FRUIT PUNCH CARBOHYDRATE ELECTROLYTE BEVERAGE	100	7.5 oz	Beverage Powder, Carbohydrate Electrolyte, Fruit Punch				
	50		Tray, 5-Compartment, Paper				
	50		Dining Packets, Napkin, Knife, Fork, Spoon, Salt/Pepper, Sugar (2)				
	75		Paper Cups, 8 oz				
	4		Trash Bags, 2 clear				
	1	1.65 oz	Salt				
	1	.70 oz	Pepper				
	1	.25 oz	Seasoning, Italian				
	1	.75 oz	Seasoning, Vegetable				
	1	2 oz.	Butter Granules				
	1	10 CT	Gloves				

**Note 1: Product shall be no older than 90 days from date of manufacture at time of assembly**

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## BOX 2

**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 5**

PEANUT BUTTER & STRAWBERRY JAM	12	1.12 oz pb pch 1 oz jelly pch	Peanut Butter and Strawberry Jam Twin Packs				
CHERRY MIXED FRUIT	48	4.0 oz	Mixed fruit with cherries				
	50		Tray, 5-Compartment, Paper				
	50		Dining Packets, Napkin, Knife, Fork, Spoon, Salt/Pepper, Sugar (2)				
	75		Paper Cups, 8 oz				
	4		Trash Bags, clear				
	1	.75 oz	Seasoning, Vegetable				
	1	1.65 oz	Salt				
	1	.70 oz	Pepper				
	1	10 CT	Gloves				

**Note 1: Product shall be no older than 90 days from date of manufacture at time of assembly**



**UGR-A '07 TABLE I**  
**LUNCH/DINNER MENU 12 - Asian Chili Garlic Chicken**

Menu Item	Required Servings and Size	Food/Ingredients/Supplies	Brand	Warranted Shelf Life (mos)	Issue/ 50 Ind.	Container Size
<b>FROZEN/PERISHABLE BOX - 8970-01-525-6849</b>						
<b>CHILI GARLIC CHICKEN</b>	<b>50</b>	<b>8 oz</b>	<b>Asian Chili Garlic Chicken, Boil-in-Bag, Frozen</b>			
<b>BROWNIE</b>	<b>48</b>	<b>1 each, 2.50 oz</b>	<b>Brownie, Turtle, Individually wrapped, Frozen</b>			
<b>BOX 1 - 8970-01-525-6807</b>						
PINEAPPLE	48	4 oz	Pineapple, Individual Cups			
CORN	50	¾ cup	Corn, Canned			
RICE, WHITE	50	¾ cup	Rice, Long Grain, White, Instant			
<b>HOT SAUCE</b>	<b>4</b>	<b>.75 oz bottle</b>	<b>Hot Sauce</b>			
COFFEE	30	6 oz	Coffee, Filter Bag, Arabica			
CREAMERS	12	3 gm pkt	Creamers, Nondairy			
	1	2 oz	Butter Granules			
<b>BOX 2</b>						
ICED TEA	100	7.5 oz	Iced Tea, powder drink mix, sugar sweetened			
<b>DIET RASPBERRY ICE BEVERAGE</b>	<b>1</b>	<b>10 ct box</b>	<b>Powdered drink mix, Raspberry Ice with non nutritive sweetener</b>			
SOY SAUCE	35	9 gm pch	Soy Sauce, Portion Control			

**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 5**

	50		Tray, 5-Compartment, Paper				
	50		Dining Packets, Napkin, Knife, Fork, Spoon, Salt/Pepper, Sugar (2)				
	75		Paper Cups, 8 oz				
	4		Trash Bags, clear				
	1	.75 oz	Seasoning, Vegetable				
	1	1.65 oz	Salt				
	1	.70 oz	Pepper				
	1	10 CT	Gloves				

**Note 1: Product shall be no older than 90 days from date of manufacture at time of assembly**

<b>Menu Item</b>	<b>Required Servings and Size</b>	<b>Food/Ingredients/Supplies</b>	<b>Brand</b>	<b>Warranted Shelf Life (mos)</b>	<b>Issue/ 50 Ind.</b>	<b>Container Size</b>
<b>FROZEN/PERISHABLE BOX - 8970-01-525-6852</b>						
POT ROAST	50	1- 5oz portion with 3 oz gravy	Pot Roast w/ Gravy, Fully-Cooked, Frozen			
APPLE PIE	48	1 each, 4 oz	Apple Pie Slice, Individually wrapped			
<b>BOX 1 - 8970-01-525-6809</b>						
PEAS & CARROTS	50	¾ cup	Peas and Carrots, Canned			
GARLIC MASHED POTATOES	50	½ cup	Potatoes, White, Dehydrated, Instant, Garlic Flavored			
BROWN GRAVY	50	2 oz	Brown Gravy Mix, Instant			
PEANUT BUTTER & GRAPE JELLY	12	1.12 oz pb pch 1 oz jelly pch	Peanut Butter and Grape Jelly, Twin Pack			
COFFEE	30	6 oz	Coffee, Filter Bag, Arabica			
CREAMERS	12	3 gm pkt	Creamers, Nondairy			
	1	2 oz	Butter Granules			
	75		Paper Cups, 8 oz			
	4		Trash Bags, clear			
	1	10 CT	Gloves			
<b>BOX 2</b>						

## BOX 2

**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 5**

FRUIT PUNCH CARBOHYDRATE ELECTROLYTE BEVERAGE	100	7.5 oz	Beverage Powder, Carbohydrate Electrolyte, Fruit Punch				
VANILLA PUDDING	48	4 oz	Pudding, Vanilla, Individual Cups				
	50		Tray, 5-Compartment, Paper				
	50		Dining Packets, Napkin, Knife, Fork, Spoon, Salt/Pepper, Sugar (2)				
HOT SAUCE	4	.75 oz bottle	Hot Sauce				
	1	.75 oz	Seasoning, Vegetable				
	1	1.65 oz	Salt				
	1	.70 oz	Pepper				

**Note 1: Product shall be no older than 90 days from date of manufacture at time of assembly**

**UGR-A '07 TABLE I**  
**LUNCH/DINNER MENU 14 - Stuffed Pork Chops**

Menu Item	Required Servings and Size	Food/Ingredients/Supplies	Brand	Warranted Shelf Life (mos)	Issue/ 50 Ind.	Container Size
<b>FROZEN/PERISHABLE BOX - 8970-01-525-6856</b>						
<b>STUFFED PORK CHOP</b>	<b>50</b>	<b>1 each, 7.5 oz portion</b>	<b>Pork Chops, Stuffed with Apple Cornbread Stuffing</b>			
<b>CHOCOLATE CARAMEL BAR</b>	<b>48</b>	<b>1 each, 3.2 oz</b>	<b>Chocolate carmel bar with snickers, tray</b>			
<b>BOX 1 - 8970-01-525-6810</b>						
GREEN BEANS	50	¾ cup	Green Beans, Canned			
RICE PILAF	50	2/3 cup	Rice Pilaf			
COFFEE	30	6 oz	Coffee, Filter Bag, Arabica			
CREAMERS	12	3 gm pkt	Creamers, Nondairy			
	75		Paper Cups, 8 oz			
	4		Trash Bags, clear			
	1	2 oz	Butter Granules			
	1	10 CT	Gloves			
<b>BOX 2</b>						
APPLESAUCE	48	4 oz	Applesauce, Individual Cups			
PORK GRAVY	50	2 oz	Pork Gravy Mix, Instant			
LEMONADE	100	7.5 oz	Beverage Base, Powder, Lemonade			

**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 5**

DIET PEACH ICED TEA BEVERAGE	1	10 ct box	Powdered Beverage, Peach Tea with non nutritive sweetener				
	50		Tray, 5-Compartment, Paper				
	50		Dining Packets, Napkin, Knife, Fork, Spoon, Salt/Pepper, Sugar (2)				
HOT SAUCE	4	.75 oz bottle	Hot Sauce				
	1	1.65 oz	Salt				
	1	.70 oz	Pepper				
	1	.75 oz	Seasoning, Vegetable				

**Note 1: Product shall be no older than 90 days from date of manufacture at time of assembly**

**LSN: MENU COMPONENTS/ ITEM DESCRIPTION (STANDARD)****FROZEN MEAT, POULTRY, FISH & EGGS****ALL ITEMS ARE REQUIRED FROM AN APPROVED SOURCE**

8905-01-E10-0019	BACON, SLICED, FULLY COOKED (CURED AND SMOKED), FZN, 2.5 pound per 150 slices, NAMP 540, prepared from NAMP 539 with a max yield of 40% (Jimmy Dean)
8905-01-E10-1221	BEEFSTEAK, TRI-TIPS, BNLS, FZN, USDA Select or Choice, 9 oz +/- 0.5 oz, Marinated, derived from NAMP 185C, Bottom Sirloin Butt, Tri-Tip, no more than ¼ “ fat, max 15% solution containing Ficin as a tenderizer, No Papain Allowed (Chicagoland, UPC 51420 85360)
8940-01-E10-1610	CREAMED BEEF GRAVY, Ready to Eat, FZN, at least 15% cooked ground beef (containing not more than 25% fat), gravy mix, water and not more than 5% textured soy flour (Vetran's Choice Foods, UPC 8 29332 00004 1)
8940-01-E10-1661	BEEF, BRISKET, FRZ, Boil-in-Bag, naturally smoked, in barbeque sauce, Beef brisket, Contains not less than 80 % cooked beef and 20% sauce. Deckle-Off derived from NAMP # 120. 3/16” slice thickness. (Quantum, UPC 1754)
8940-01-E10-1659	BEEF, BEEF AND BROCCOLI, FULLY COOKED, FRZ, separate boil-in-bags for beef, sauce, and IQF vegetables, Grade A (Blend Contains 60% 1” to 1.5” broccoli florets, 25% sugar snap peas, and 15% sliced carrot coins) Heat treated Flank Steak (NAMP # 193) in 1.0 to 1.5 oz slices, sized .25”x.75”x1.75”. Combined products contains not less than 30 % cooked beef, 38.5% vegetables and 30% sauce. Contains min 3 oz beef per Table I serving (Sunrise Foods, UPC 38-1090)
8905-01-E10-1165	BEEF, POT ROAST, PORTIONED, FULLY COOKED, FZN, derived from NAMP 116A, USDA Choice beef chuck roll, with seasoning/gravy, No connective tissue, 5 oz cooked beef portion +/- 0.50 oz, May contain Soy, 35-40% gravy by net weight (Brookfield Farms/Chicagoland, UPC 51420 83735)
8905-01-E10-0180	BEEF, STEAK PATTIES, FULLY COOKED, FZN, all beef, chopped and formed , natural shape hamburger, product derived from 85% lean (raw), flame broiled, 3.8 to 4.0 oz each, not less than 50 count per container, derived from NAMP 1136 only (Zartic, UPC 80038 )
8905-01-E10-1553	BEEF, FRANK, 5X1, 7 ", FRZ. Fully Cooked, Gas flushed. Contains 2% or less of Salt, Flavoring, Potassium Lactate, Sodium Lactate, Sodium Phosphates, Sodium Diacetate, Sodium Erythorbate, Sodium Nitrite, Extract of Paprika (John Morrell, UPC 70100-02752, Black Label Gourmet)
8940-01-E10-1612	BEEF, RANCHERO BEEF STEAK, FRZ, Boil-in-Bag. Derived from NAMP 115, Beef Chuck Boneless. Contains not less than 42% Beef. Blend of cooked beef strips in a slightly spicy tomato based sauce w/ chopped green chili peppers (Missabay, UPC 1420)
8940-01-E10-1666	BEEF, ROAST BEEF HASH, FRZ, Boil-in-Bag. Cooked diced roast beef and skin-on diced potatoes in a savory tomato sauce. Not less than 35% beef. Contains not more than 30% diced potatoes. (Ragozzino, UPC 8113)
8905-01-E10-1162	BEEFSTEAK, TRI-TIPS, BNLS, FZN, USDA Select or higher, 5.5 oz +/- 0.25 oz, Marinated, derived from NAMP 185C, Bottom Sirloin Butt, Tri-Tip, no more than ¼ “ fat, max 15% solution containing Ficin as a tenderizer, No Papain Allowed (Chicagoland, UPC 51420 85350)
8905-01-E10-0904	CHICKEN BREAST FILLET, BREADED, FULLY COOKED, IQF, whole muscle, 5 oz +/- 0.5 oz each, no more than 25 % BREADING (Perdue, UPC 7175)

**MENU COMPONENTS/ ITEM DESCRIPTION (STANDARD)****FROZEN MEAT, POULTRY, FISH & EGGS (Cont'd)****LSN:*****ALL ITEMS ARE REQUIRED FROM AN APPROVED SOURCE***

8940-01-E10-1614	CHICKEN, ASIAN STYLE CHILE GARLIC CHICKEN, FRZ. Boil-in-Bag. All skinless white meat. Contains not less than 37.5% chicken. Spicy Asian sauce with white meat chicken and vegetables not less than 36% (Bamboo shoots, water chestnuts and hot chile sauce) (Missabay, UPC 1470)
8940-01-E10-1413	FAJITA MIX, CHICKEN BREAST WITH RIB MEAT, FAJITA SEASONED, FULLY COOKED with fresh frozen raw peppers and onions. 62.5% chicken breast, 37.5% vegetables (onions, green, red or yellow bell peppers), boil-in-bag, all white meat, fajita seasoned or marinated, 1/2x1/2x2 min. net length prior to cooking. 90% of vegetables are ½ inch width. Min 4 oz chicken per Table I serving. (MissaBay, UPC 2431 )
8905-01-E10-1171	CHICKEN, ROTISSERIE STYLE, QUARTERS, FULLY COOKED, marinated chicken quarters coated w/topical seasoning, from a whole bird 2.5 to 4.5 lb With Out Giblets (WOG), 4 quarters (2 front, 2 back), Total bone-in weight of the four quarters should be NLT 2.0 pounds. Weight range will be 7-9 ounces for the back quarter and a 8-10 ounces for the front quarter (Perdue, UPC 86272)
8940-01-E10-1616	MEATBALLS AND SAUCE KIT, FRZ, boil-in-bag, Meatballs, fully cooked, Beef and Pork, derived from ground beef and pork. Not more than 25% fat raw. May contain Soy, Max 5% Soy with COC, Average 1 oz each not less than 65 % beef. Sauce, Spaghetti, Marinara. Kit includes 3-100oz bags (50 oz of meatballs and 50 oz of sauce) and 1-100 oz bag of marinara sauce w/o meat (MissaBay, UPC 1460)
8940-01-E10-1259	MEATLOAF WITH BBQ SAUCE, FULLY COOKED, SLICED, FRZ, boil-in-bag, contains 50/50 Beef and Pork, seasoned, not more than 5% soy as a filler, COC required on soy, packed in 4 pound presliced meatloaves, 6.4 oz per slice with 1 pound of BBQ Sauce. (Piemont Foods/Chicagoland, UPC 8 29332 80300 0)
8940-01-E10-1415	PENNE PASTA W/ CHICKEN AND BROCCOLI IN ALFREDO SAUCE, Boil-in-Bag, 25% enriched penne pasta, min 3 oz of whole muscle all white meat chicken per serving with min 6.25 % broccoli florets and Alfredo sauce (blend of parmesan and Romano cheese, butter and half and half) COC required to confirm 3 oz portion size of chicken. ( Ragozzino/Chicagoland, UPC 8 29332 81370 2)
8940-01-E10-1630	PORK, PORK IN BBQ SAUCE, FRZ, Boil-in-Bag, Derived from NAMP 405B. Contains not less than 51% pork. Random sized pulled pieces with most pieces approx 1/4"X1"X 1/4"-1". Thin pieces of pork shoulder practically free of fat, not greater than 9%. Natural hickory smoke flavor. (Missabay 1480)
8940-01-E10-1628	PORK, STUFFED SEASONED PORK CHOP, FRZ, Boil-in-Bag, Fully cooked, FRZ, stuffed with apple and cornbread stuffing. No preservatives, no additives, pasteurized (value 30), free of vegetative forms of pathogenic bacteria, no pumping, no injection. 6 oz center-cut bone in pork chop (NAMP # 1410A, PSO 2, tail length not to exceed 2.0 inches) stuffed with 1.5 oz stuffing (total serving weight of 7.5 oz +/- 1 oz.) (Cuisine Solutions, UPC 3538)
8940-01-E10-1417	SHRIMP SCAMPI, FROZEN RAW SHRIMP (50/60 count per pound of shrimp) with blanched bowtie pasta in a seasoned garlic sauce, boil in bag, 3 oz of cooked shrimp per serving. COC required to confirm 3 oz portion of shrimp. Gulf, Brown, Wild White, or Pond Raised White Shrimp must be peeled and de-veined and domestically sourced. Broken shrimp pieces not to exceed 18%. (Ragozzino, UPC 9161) <b>Required From an Approved Source</b>



**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 5**

NONE ASSIGNED	SHRIMP SCAMPI, FROZEN RAW SHRIMP (50/60 count per pound of shrimp) in a seasoned garlic sauce, boil in bag, 3 oz of cooked shrimp per serving. COC required to confirm 3 oz portion of shrimp. Gulf, Brown, Wild White, or Pond Raised White Shrimp must be peeled and de-veined and domestically sourced. Broken shrimp pieces not to exceed 18%. (Ragozzino) <b>Required From an Approved Source</b>
8905-01-E10-0031	SAUSAGE, BREAKFAST LINKS, FULLY COOKED, FZN, pork, w/casing, NAMPS 802B, 1.5 oz avg per link , max 28% fat, max 3% water and 0.5% sodium phosphates, (Jimmy Dean, UPC 19312)
8940-01-E10-1636	SAUSAGE GRAVY W/CHEDDAR, FULLY COOKED, FRZ. Made with pork sausage (20% fat max) and at least 16% natural cheddar cheese in a biscuit gravy base. Not less than 11% sausage. (JTM, UPC 5150CE )
8940-01-E10-1638	SAUSAGE GRAVY, READY TO EAT, FRZN, boil-in-bag, contains water, fully cooked pork sausage, creamy white gravy, contains no less than 20% pork sausage, diced 3/8 " (Missabay/Rose Packing, UPC 1440)
8905-01-E10-1394	SAUSAGE, MAPLE BREAKFAST PATTIES, FULLY COOKED, FRZ, Pork, 1.3 oz each and 2.5 inch diameter avg per patty, max 30% fat, may contain max 7% textured vegetable protein, max 20% water and max 0.5% sodium phosphates. (JTM Brand, UPC 66040).
8905-01-E10-0946	TURKEY, BREAST, CUTLET, FULLY COOKED, FRZ, whole muscle min 5 oz +/- 0.5 oz each (Purdue, UPC 20185)

**LSN:**

***FROZEN GROCERIES***

8920-01-E10-1579	BAGEL, CINNAMON, FRZ, Fully Baked, Individually Wrapped, Ovenable film, avg wt 3 oz. Filled with maple cream cheese. Cream cheese filling not less than .60 of an ounce (SJR Foods, UPC 04916) <b>Required from an Approved Source</b>
8920-01-E10-0908	BISCUITS, BUTTERMILK, FRZ, Fully Baked, Easy Split /Sliced, min 2.25 oz each, min 3 inch Diameter, provided on ovenable paper tray and durable outer package, min 26 weeks freezer life (Pillsbury, UPC 06237) <b>Required from an Approved Source</b>
8920-01-E10-1249	BROWNIE W/CHOC CHUNK, FRZ, Fully Baked, Thaw & Serve, Individually wrapped, 3 oz (Caravan, UPC 20504)
8920-01-E10-1581	BROWNIE, TURTLE, FRZ, Fully Baked, Thaw & Serve, Individually wrapped, Brownie with pecan, caramel and chocolate chunks, avg. wt 2.5 oz (Caravan, UPC Product 20516)
8920-01-E10-1044	CAKE, CARROT W/CREAM CHEESE ICING, FRZ, Fully Baked, Thaw & Serve Individually wrapped, 2.25 oz (Sara Lee, UPC 08645)
8920-01-E10-1401	CAKE, ITALIAN LEMON, FRZ, sheet, 18 servings per tray (Sterling Foods, UPC 0 88026 75060 4)
8920-01-E10-1583	CARAMEL BAR, FRZ, Fully Baked, Thaw & Serve, Double chocolate caramel bar with Snickers™, 40 oz tray. (Otis Spunkmeyer, UPC 30374)
8920-01-E10-1587	COOKIE, CHOCOLATE CHUNK, FRZ, Fully Baked, Thaw & Serve, Individually wrapped. Twin pack- avg wt 2 oz per cookie. (Otis Spunkmeyer, UPC 57700)
8920-01-E10-1589	COOKIE, WHITE CHOCOLATE CHUNK MACADAMIA NUT, FRZ, Fully Baked, Thaw & Serve, Individually wrapped Twin pack- avg wt 2 oz per cookie. (Otis Spunkmeyer, UPC 57707)
8920-01-E10-1591	CORNBREAD, FRZ, Jalapeno and Plain, Fully Baked, Thaw & Serve Individually wrapped, mini Loaves, avg wt 2.0 oz, 48 ct total, 24 of each flavor (SJR Foods, UPC 04605-04625)
8920-01-E10-1595	DANISH, MINI ASSORTED, FRZ, Fully Baked, Thaw & Serve. Varieties: Cheese,

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	Raspberry, Apple, Cinnamon Raisin, min. 1.5 oz. each, min. 3 1/8" diam., min. 3/4" center ht. Total topping wt. min. 0.5 oz., Assortment packed in trays with 6 of each variety per tray, 24 Danish per tray. (Pepperidge Farm, UPC 06747) <b>Required from an Approved Source</b>
8920-01-E10-1405	DONUT, POWDERED SUGAR, FRZ, Fully Baked, Thaw & Serve, Individually wrapped, 2.25 oz each(SJR FOODS, UPC 50728)
8920-01-E10-1599	JELLY ROLL, FRZ, Fully Baked, Thaw & Serve, Individually wrapped, Jelly roll filled and topped with raspberry jelly and white coconut. avg wt 2.5 oz (Caravan, 20517) <b>Required from an Approved Source</b>
8915-01-E10-1277	JUICE, 100% ORANGE, FRZ, concentrate, unsweetened, US Grade A, min 14:1 brix-acid ratio, US Standards for grades, product description (4), style (a) (Minute Maid)
8920-01-E10-0246	FRENCH TOAST, TEXAS STYLE, FRZ, Avg 2.5 oz per slice (Dewafelbakkers)
8920-01-E10-1046	MUFFIN, WILD BLUEBERRY, Fully Baked, Thaw & Serve, Individually wrapped, 2.25oz each (Otis Spunkmeyer, UPC 91752-09100)
8920-01-E10-1409	MUFFIN, COFFEE CAKE ( with cinnamon), Fully Baked, Thaw & Serve, Individually wrapped, 2 oz each(SJR Foods, UPC 50736)
8940-01-E10-1618	OMELET KIT, FRZ, Contains 1-24 oz bag of each of the following components: Country Fresh Cooked Ham (1/4" dice), White Shredded Mild Cheddar Cheese, Diced Green Peppers, Diced White Onions. (Missabay, UPC 1430)
8940-01-E10-1622	PANCAKE SANDWICH, SAUSAGE AND EGG, FRZ, Fully Cooked, ovenable film, 4.8 oz each, 1.3 oz maple flavored sausage patty, 1.2 oz egg between two 1.15 oz maple flavored pancakes (Pierre Foods, UPC 0919) <b>Required from an Approved Source</b>
8940-01-E10-1620	PANCAKE AND SAUSAGE ON A STICK, FRZ, fully cooked, Pancake batter (slightly sweet blueberry flavor) wrapped1 oz precooked pork sausage link on a stick. Avg wt 2.5 oz. (State Fair/Sara Lee, SKU 72601)
8920-01-E10-1624	PIE, APPLE, FRZ, Fully Baked, Thaw & Serve, Individually slices with lattice crust. Individually packaged, avg wt 4 oz slices. (Sara Lee, SKU 07140)
8940-01-E10-1626	PIZZA ROLL, FRZ, Fully Baked, Individually wrapped, Ovenable film, avg wt 3 oz. Roll shape filled with tomato sauce, cheese and spices. (SJR Foods, UPC 04924) <b>Required from an Approved Source</b>
8940-01-E10-1634	POTATOES WITH CHORIZO, FRZ, boil-in-bag, fully cooked, Not less than 25% chorizo. Diced potatoes w/ chorizo (H&H, UPC 74604)
8915-01-E10-1632	POTATO, WEDGE, FRZ, 10-cut crinkle wedge, Chicken batter recipe, precooked, bakeable, 5 lb bag. (Lamb Weston Generation 7, UPC X24)
8950-01-E10-1419	SAUCE, QUESO, FRZ, Natural Cheddar Cheese, Tomatoes and Tex-Mex Seasonings, min 44% cheddar cheese (JTM Brand, UPC 75020). <b>Required from an Approved Source</b>
8950-01-E10-0938	<b>SAUCE, SPAGHETTI, FRZ, MARINARA, w/o meat, 106 oz pouch (Ragozzino, UPC )</b>
8940-01-E10-1269	TACO, EGG, CHEESE, & VEGETABLE, FULLY COOKED, FROZEN, flour tortilla filled with egg, visible vegetable pieces (onions, bell peppers, seasoning) and American cheese, 4.5 oz. 10 inch tortilla, avg wt 2.75 oz (Baja Foods, UPC 7880) <b>Required from an Approved Source</b>
8920-01-E10-0915	TORTILLAS, FLOUR, FRZ, 6 inch round, 1 oz each (Tyson) <b>Required from an Approved Source</b>
8920-01-E10-1605	TWIST, CINNAMON, FRZ, Fully Baked, Thaw & Serve, Individually wrapped, avg wt 1.8 oz, Thaw & Serve. (Otis Spunkmeyer, SKU80105 )
8920-01-E10-0034	WAFFLES, FRZ, Plain, 1.25 oz each (Eggo)
8940-01-E10-1640	WRAP, EGG & CHORIZO, FRZ, fully cooked, flour tortilla filled with cooked eggs,

**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 5**

	chorizo and cheese sauce, Not less than 15% chorizo. 10 inch Tortilla, avg wt 2 oz. Total avg wt 5.0 oz (Rose Packing) (Alternate Source-Baja Foods, UPC 3870) <b>Required from an approved source</b>
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**VEGETABLES-FROZEN**

8915-01-E10-0907	VEG, PEPPERS & ONIONS, PRECOOKED, FRZN or shelf-stable, contains onions, bell peppers (red and green, may include yellow), Veg oil, seasoning. 90% of vegetables are ½ inch width. (Simplot, UPC 10071179677796)
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**VEGETABLES (#10 Can or Institutional Pouch)**

8915-01-E10-1433	VEG, BEANS, GREEN, ITALIAN STYLE (ROMA), US Grade A (Furmanos, UPC 10279 )
8915-01-E10-0038	BAKED BEANS, CANNED, US Grade A, Style A, In Brown sugar, Molasses or New England Style Sauce seasoned with bacon (Bush Boston Baked Beans, UPC 039400019558)
8915-01-E10-1572	BEANS, CANNED, MEXICAN CHILI BEANS, pinto beans in a Mexican chili sauce (Allens)
8915-01-E10-0060	VEG, CORN, CANNED, golden, whole kernel or whole grain, US Grade A (Monarch)
8915-01-E10-0083	VEG, MIXED, PEAS & CARROTS, CANNED, US Grade A, Carrot dices shall be ¼-3/8", Peas not less than 50% of drained weight, Carrots not less than 25% of drained weight (Sysco)
8915-01-E10-0082	VEG, PEAS, CANNED, early or sweet, US Grade A, Not more than a number 4 sieve (Sysco)
8915-01-E10-0086	VEG, POTATO MIX, DEHY, au gratin style (Basic American, UPC 20922)
8915-01-E10-0088	VEG, POTATOES, DEHY, INST, agglomerates (Sysco)
8915-01-E10-1435	VEG, POTATOES, DEHY, Instant Mashed Potatoes, Creamy Butter with Skins, 12/28.2 oz. (Basic American Foods-Excel, UPC 0-11140-10040-6)
8915-01-E10-1576	VEG, POTATOES, DEHY, Instant Mashed Potatoes, Roasted Garlic Mashed Potatoes, 16 oz pouch (Idahoan, SKU 10050000415158)
8915-01-E10-1574	VEG, POTATOES, DEHY, Instant Mashed Potatoes, Herb & Butter Mashed Potatoes, 16 oz pouch (Idahoan, SKU # 10050000415103)
8915-01-E10-0087	VEG, POTATOES, DEHY, shredded (hash browns) (Golden Griddle Brand)
8915-01-E10-0215	VEG, SWEET POTATOES, CANNED, US Grade A, no. 10 size can (Bruce Foods)

**FRUITS**

8915-01-E10-1115	FRUIT, MIXED, Individual cups, natural or light syrup pack, (Del Monte)
8915-01-E10-1117	FRUIT, APPLESAUCE, Individual cups (Whitehouse)
8915-01-E10-0061	FRUIT, CRANBERRY SAUCE, CANNED, jellied or strained, US Grade A. No. 303 or similar size(Ocean Spray Brand)
8915-01-E10-1121	FRUIT, PEARS, Individual cups, natural or light syrup pack (Del Monte)
8915-01-E10-1123	FRUIT, PINEAPPLE, Individual cups, tidbits or chunks, natural juice pack (Hawaiian Gold)
8915-01-E10-1529	FRUIT, PEACHES, Individual cups, in strawberry banana flavored light syrup (Del Monte)
8915-01-E10-1527	FRUIT, CHERRY MIXED FRUIT, Individual cups, peaches, pears, and cherries in naturally flavored light syrup (Del Monte)

**CEREALS**

8920-01-E10-1585	CEREAL, OATS, INSTANT, Assorted flavors, individual servings, 10 packets per box.
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**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 5**

	Flavors include Maple Brown Sugar, Cinnamon & Spice, Apple & Cinnamon, 14.2 oz box (Quaker Brand, UPC 01460)
8920-01-E10-0070	HOMINY GRITS, INSTANT, Assorted flavors, individual servings, 12 packets per box, Flavors include Original, Butter, Cheddar Cheese and Country Bacon 12 oz box. (Quaker Brand, UPC 04430) <b>Required from an Approved Source</b>
8920-01-E10-0070	HOMINY GRITS, QUICK, white, enriched, cylinder container not allowed (Quaker Brand, UPC 04170)

**BAKERY, SHELF STABLE**

8920-01-E10-1247	BISCOTTI, ALMOND FLAVOR, individually wrapped (Java Sticks by Gourmet Ventures)
8920-01-E10-1198	CAKE, CHOCOLATE W/WHITE FROSTING & SPRINKLES, Sheet Cake (Sterling Foods, UPC 0 88026 75053 6)
8920-01-E10-1399	CAKE, CONFETTI, CUPCAKE, W/ WHITE FROSTING AND CONFETTI STYLE SPRINKLES (Sterling, UPC 0 88026 75059 8)
8920-01-E10-1201	CAKE, VANILLA W/CHOC FROSTING, Sheet Cake (Sterling, UPC 0 88026 75052 9)
8925-01-E10-1411	CANDY, PAN COATED DISKS WITH PEANUT BUTTER, PLAIN , Individually packaged, 1.53 oz package (Reese's Pieces)
8925-01-E10-1608	CANDY, PAN COATED DISKS, CHOCOLATE, PLAIN, Individually packaged, 1.69 oz package(M&M's)
8920-01-E10-0056	COOKIES, OATMEAL (Sterling Foods, UPC 0 88026 75000 0)
8920-01-E10-1603	TOASTER PASTRY, BLUEBERRY, FROSTED, Individually wrapped, avg wt 1.83 oz. (Kellogg's Pop-Tarts, UPC 38000-00499 )
8920-01-E10-1251	TOASTER PASTRY, BROWN SUGAR CINNAMON, FROSTED, Individually wrapped (Kellogg's Pop-Tarts, UPC 38000-08584)

**BEVERAGES**

<b>8960-01-E10-0156 – bag</b> <b>8960-01-E10-0040 - CAN</b>	BEV BASE, GRAPE, powder with nutritive carbohydrate sweeteners and ascorbic acid composite can (Kool Aid) or bag (Thirster Brand)
<b>8960-01-E10-0160 – bag</b> <b>8960-01-E10-0043 - CAN</b>	BEV BASE, LEMONADE, PINK, powder with nutritive carbohydrate sweeteners and ascorbic acid, composite can, (Country Time Brand) or bag (Thirster Brand)
<b>8960-01-E10-0159 – bag</b> <b>8960-01-E10-0041 - CAN</b>	BEV BASE, LEMONADE, powder with nutritive carbohydrate sweeteners and ascorbic acid, composite can (Country Time Brand) or bag (Thirster Brand)
<b>8955-01-E10-0249 - can</b>	BEV BASE, ICED TEA, Lemon Flavor, powder with nutritive carbohydrate sweeteners and ascorbic acid, instant, composite can (Lipton) or bag (Thirster Brand)
8960-01-E10-1423-co 8960-01-E10-1442-2.5 gal 8960-01-E10-1444- 6 gal	BEV BASE, CARBOHYDRATE ELECTROLYTE, LEMON LIME, powder, 2 gal yield plastic container or 2.5 gal yield pouch or 6 gal yield pouch (Gatorade) UPC CO 03962, 2.5 gal 03969, 6 gal 03967
8960-01-E10-1421-co	BEV BASE, CARBOHYDRATE ELECTROLYTE, FRUIT PUNCH , powder, 2 gal yield

**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 5**

8960-01-E10-446- 2.5 gal 8960-1-E10-1448- 6 gal	plastic container or 2.5 gal yield pouch or 6 gal yield pouch (Gatorade) UPC CO 03804, 2.5 gal 33691, 6 gal 33690
8960-01-E10-1427-co 8960-01-E10 -1450- 2.5 gal 8960-01-E10-1452- 6 gal	BEV BASE, CARBOHYDRATE ELECTROLYTE, ORANGE , powder, 2 gal yield plastic container or 2.5 gal yield pouch or 6 gal yield pouch (Gatorade) UPC CO 03964, 2.5 gal 03970, 6 gal 03968
8960-01-E10-1425-co 8960-01-E10-1454-2.5 gal 8960-01-E100-1456- 6 gal	BEV BASE, CARBOHYDRATE ELECTROLYTE, MIXED BERRY, Blend of blueberry, strawberry, grape and lime flavors, powder, 2 gal yield plastic container or 2.5 gal yield pouch or 6 gal yield pouch (Gatorade Riptide Rush) UPC CO 33653, 2.5 gal 33673, 6 gal 33672
8955-01-E10-1646	BEV BASE, ICED TEA, Peach Flavor, powder with nutritive carbohydrate sweeteners and ascorbic acid, instant, composite can, 2.5 gal yield (Lipton 04100011975)
8955-01-E10-1644	BEV BASE, NON-NUTRITIVE SWEETENED, PEACH TEA, Individually Packaged, Yield 10 –20 oz servings per box (Crystal Light, UPC 4300094520)
8955-01-E10-1650	BEV BASE, NON-NUTRITIVE SWEETENED, RASPBERRY ICE, Individually Packaged, Yield 10 – 20 oz servings per box (Crystal Light, UPC 4300094509)
8955-01-E10-1648	BEV BASE, NON-NUTRITIVE SWEETENED, LEMONADE, Individually Packaged, Yield 10 -20 oz servings per box (Crystal Light, UPC 430094502)
8955-01-E10-0918	CAPPUCCINO, BEV POWDER, INST, SWEETENED, nonfortified, French Vanilla flavor, individual packets, min. 8 oz yield (Kraft Foods, UPC 4300070730)
8955-01-E10-1024	CAPPUCCINO, BEV POWDER, INST, SWTEETENED, nonfortified, Irish Cream flavor, individual packets, min. 8 oz yield)
8960-01-E10-0054	COCOA BEV POWDER, SUGAR SWTEETENED, nonfortified (Carnation)
8955-01-E10-0893	COFFEE, FILTER PACK, GROUND, Arabica blend. Filter pack. Will provide 30 6-oz. Cups of coffee. Minimum shelf-life 12 months (Caines)
8940-01-E10-0062	CREAMER, NON-DAIRY, POWDER (Coffeemate) <b>Required from an Approved Source</b>
8915-01-E10-1570	JUICE, APPLE, 100% juice, Conc, aseptic container (Welch's UPC 382-00)
8915-01-E10-0241	JUICE, Cranberry, Conc. aseptic container (Lyons Magnus Brand UPC 2727)
8915-01-E10-0073	JUICE, 100% GRAPE, Conc., aseptic container (Welch's UPC 380-00)

**DRY MIXES, SAUCES AND SPICES**

8910-01-E10-1568	EGG MIX, BUTTER FLAVORED, Pasteurized, Uncooked, Dehydrated in a Boil-in-Bag pouch w/ fitment. Analytical requirements: Not less than 36% Protein, Not Greater than 2.5% moisture, and 0.5-1.0% Salt. (Oregon Freeze Dried) <b>Required from an Approved Source</b>
8940-01-E10-0065	GRAVY MIX, BROWN, 1 gal yield (LeGout)
8940-01-E10-0066	GRAVY MIX, CHICKEN, 1 gal yield (LeGout)
8940-01-E10-0068	GRAVY MIX, PORK, 1 gal yield (LeGout)
8940-02-E10-0069	GRAVY MIX, TURKEY, 1 gal yield (LeGout)
8940-01-E10-0948	MACARONI & CHEESE, elbow macaroni, cheese sauce must contain at least 11.5% cheese solids, with cheese listed as first ingredient. Max 2 gal water to prepare (Total Ultimate Foods) <b>Required from an Approved Source</b>
8920-01-E10-0102	PASTA, SPAGHETTI, DRY, thin, long form, regular cooking (Prince Brand)
8920-01-E10-0910	PASTA, ZITI, DRY, regular cooking, enriched (Prince Brand)

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	PASTA, BOWTIE (FARFALLE) , DRY, regular cooking, enriched (Ronzoni)
8920-01-E10-0093	RICE, INSTANT, long grain, white, enriched, shall not contain greater than 13.5% moisture (Uncle Ben's)
8920-01-E10-0911	RICE, MEXICAN, instant, enriched (Uncle Ben's)
8920-01-E10-0094	RICE PILAF MIX, Rice, orzo and seasonings (Precision Foods/Milani Gourmet, UPC 072058 30037)
8920-01-E10-0154	STUFFING MIX, Cornbread, (Uncle Ben's)
8950-01-E10-0193	SPICE BLEND, BARBECUE STLYE (salt, spices, red pepper, paprika, dehy garlic, and smoke flavor) tamper proof seal, 0.9 oz polypropylene co w/ sprinkle style twist-off top (Tones)
8950-01-E10-0196	SPICE BLEND, CINNAMON MAPLE SPRINKLES, (sugar spices, cornstarch, and natural flavors) tamper proof seal, 1.25 oz polypropylene co w/sprinkle style twist-off tops (Tones)
8950-01-E10-0198	SPICE BLEND, ITALIAN STLYE, tamper proof seal, 0.25 oz polypropylene co w/ sprinkle style twist-off top (Tones)
8950-01-E10-0199	SPICE ONION, MINCED, DEHY, tamper proof seal, 0.70 oz polypropylene co w/ sprinkle style twist-off top (Tones)
8950-01-E10-0200	SPICE PAPRIKA, GRD, tamper proof seal, 0.70 oz polypropylene co w/ sprinkle style twist-off top, CID A-A-20001 (Tones)
8950-01-E10-0201	SPICE BLEND POULTRY SEASONING, (may include black pepper, marjoram, nutmeg, rosemary, sage, and thyme) tamper proof seal, 0.40 oz polypropylene co w/ sprinkle style twist-off top (Tones)
8950-01-E10-0202	SPICE BLEND STEAK SEASONING, (salt, dehy garlic, black pepper, dehy onion, spices and red pepper) tamper proof seal, 1.10 oz polypropylene co w/ sprinkle style twist-off top (Tones)
8950-01-E10-0203	SPICE BLEND VEG SEASONING, W/O SALT (dehy onion, spices, dehy garlic, and black pepper) tamper proof seal, .75 oz polypropylene co w/ sprinkle style twist-off top (Tones)
8950-01-E10-0204	SPICE PEPPER, BLACK, GRD tamper proof seal, .70 oz polypropylene co w/ sprinkle style twist-off top, CID A-A-20001 (Tones)
8950-01-E10-0205	SALT, TABLE, iodized, tamper proof seal, polypropylene co w/ sprinkle style twist-off top, CID A-A-20001 (Tones)

**CONDIMENTS**

8910-01-E10-0051	CHEESE, PARMESAN, GRATED, 3 gram Portion Control (Kraft) <b>Required from an Approved Source</b>
8930-01-E10-0071	JELLY, GRAPE, concord, Portion Control (Welch's)
8930-01-E10-0072	JAM, STRAWBERRY, preserves, Portion Control (Smuckers)
8950-01-E10-1284	CATSUP, JALEPEN0, Portion Control (JK Co)
8950-01-E10-0049	KETCHUP, TOMATO, Portion Control (Heinz)
8950-01-E10-0077	MUSTARD, YELLOW, Portion Control (French's)
8940-01-E10-1429	BUTTER GRANULES, 100% Natural Butter Flavor, 2 oz pouch (Butter Buds)
8925-01-E10-0106	SYRUP, MAPLE, IMIT, thick, Portion Control (PPI), (Log Cabin)
8930-01-E10-0080	PEANUT BUTTER AND JAM, Portion Control, twin pack, peanut butter, smooth or med, stabilized, unfortified, US Grade A or Fancy, and jam, strawberry, US Grade A, perforated common sides, (Squeezers Brand)
8930-01-E10-0079	PEANUT BUTTER AND JELLY, Portion Control, twin pack, peanut butter, smooth or med, stabilized, unfortified, US Grade A or Fancy, and jelly, grape (Concord), US Grade A, perforated common sides, (Squeezers Brand)

**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 5**

8950-01-E10-0092	RELISH, SWEET, Portion Control (Heinz)
8950-01-E10-0155	SALAD DRESSING, Portion Control (Miracle Whip)
8950-01-E10-0950	PICANTE/SALSA, MED, Portion Control (Old El Paso)
8950-01-E10-1642	SAUCE, HOT, .75 oz bottle (Frank's Red Hot)
8950-01-E10-0101	SAUCE, STEAK, Portion Control (A-1 Brand)
8950-10-E10-0219	SOY SAUCE, Portion Control (Kikkoman)
8945-01-E10-1113	VEGETABLE OIL, PLAIN OR BUTTER FLAVORED, 4 OZ (Heartland Mist)

**PUDDINGS**

8940-01-E10-1109	PUDDING, BUTTERSCOTCH, Individual (Hunts)
8940-01-E10-1263	PUDDING, CHOCOLATE, Individual (Hunts)
8940-01-E10-1113	PUDDING, VANILLA, Individual (Hunts)

**NON-FOOD ITEMS**

8105-01-521 –6616	BAG, PLASTIC, Linear Low Density Polyethylene, Heavy duty, quality 34 gallon bag with good puncture and tear resistance. Translucent natural color, 32" x 44" features closure ties. 1.25 mil gauge, 75 pound load capacity for dry or wet loads. Bags will be 4 bags per roll, twist ties included in roll and roll will be secured with label. Bags shall meet Degradable requirements of ASTM D3826-98. ( <b><u>Mandatory Item</u></b> )
<b>7350-01-E10-0112/75 ct 7350-01-E20- 0810/100ct</b>	CUPS, DISPOSABLE, PAPER, for hot and cold drinks, non-white, subdued color (tan/sand/brown), white interior and base approved, 8 oz capacity ( <b><u>Mandatory Item</u></b> )
7360-01-E10-0113	DINING PACKET, fork, knife, spoon, 2 sugar, 1 salt, 1 pepper, 1 napkin/package, non-white, subdued color (tan/sand/brown) ( <b><u>Mandatory Item</u></b> )
8415-01-E10-1027	GLOVES, DISPOSABLE, foodservice, multipurpose, ambidextrous, latex free, polyethylene, 1.25 mil thick, size large, 10 count pack (American Health Products) 1-800-828-2964
7350-01-411-5266	TRAY, MESS, 5 COMPARTMENT, rigid fiberboard only, grease and water resistant, smooth pressed finish, non-white, subdued color (tan/sand/brown) CID A-A 5217(Chinet)





**ATTACHMENT 6 STARTS ON THE FOLLOWING PAGE**

## PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 6

## Example Weekly and Monthly Fill Rate Report Detail Report:

OSCP PRIME VENDOR											
Fill Reports for 01/18/XXXX - 01/18/XXXX											
			Ord	Cs	Cs		Fill	Extended			
Line	NSN	Description	Amt	Order	Ship	NIS	Rate	Price	Excl	Comment	Dept
N3704x MWR											
PO # N3704XXXXXXX		RDD : 01/18/07									
1	89209 10924	BREAD DOUGH, WHITE, FZN, UNBKD, 24/18.25 OZ BX, L7	5 CS	5	5	0	100	\$145.20			129
2	89059 14422	CHICKEN BREAST, FZN, SKNLS, BNLS, 5 OZ, 6/5 LB PG,	150 LB	5	5	0	100	\$504.00			129
3	89059 13218	CHICKEN, 8 PIECE, FZN, RTC, BROIL/FRY, 4/10 LB PG,	240 LB	6	6	0	100	\$350.40			129
4	89159 08018	VEG, CORN, GOLDEN, FZN, WHOLE KERNEL, 12/2.5 LB PG	4 CS	4	4	0	100	\$127.20			129
5	89159 00997	VEG, PEAS AND CARROTS, FZN, 12/2.5 LB PG	4 CS	4	4	0	100	\$125.76			129
		Totals for N37043		24	24	0	100	\$1,252.56			
N6273x Galley											
PO # N6273570120412		RDD : 01/18/07									
1	89157 12769	VEG, BEANS, REFRIED, 6/NO. 10 CN, B50	1 CS	1	1	0	100	\$28.14			127
2	89157 03947	VEG, CORN, WHOLE KERNEL, GOLDEN, 6/NO. 10CN, C06	1 CS	1	1	0	100	\$20.10			127

## PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 6

3	89157 06629	VEG, MUSHROOMS, STEMS & PIECES, 24/16 OZ CN, C73	2 CS	2	2	0	100	\$104.64			127
4	89157 00223	FRUIT, PEARS, BARTLETT, HALVES, LT SYRUP, 6/NO. 10	1 CS	1	1	0	100	\$26.28			127
5	89157 07426	VEG, POTATOES, DEHY, SLICED, 4/5 LB BG, D51	1 CS	1	1	0	100	\$40.96			127
6	89157 05903	VEG, POTATOES, GRANULES, INST, DEHY, 6/NO. 10 CAN,	2 CS	2	2	0	100	\$85.08			127
7	89157 14978	VEG, TOMATOES, DICED, W/NAT JUICE, 6/NO. 10 CN, D8	2 CS	2	2	0	100	\$41.04			127
8	89207 15782	CEREAL, ASSORTED, MIL SPECIAL, INDIV SER, 1/72 CT	4 CS	4	4	0	100	\$109.48			127
9	89207 11582	CEREAL, ROLLED OATS, QUICK COOKING, 24/18 OZ BX, E	1 CS	1	1	0	100	\$45.84			127
10	89207 14837	FLOUR, WHITE, BREAD FLOUR, BLEACHED, 4/10 LB BG, F	2 CS	2	2	0	100	\$40.64			127
11	89207 15316	FLOUR, WHEAT, GENERAL PURPOSE (NOT FOR BREAD), 4/1	2 CS	2	2	0	100	\$40.24			127
12	89207 16557	RICE, PARBOILED, LONG GRAIN, 6/10 LB BG, G10	2 CS	2	2	0	100	\$75.60			127
13	89207 15161	RICE, JASMINE, 6/10 LB CO, G12	2 CS	2	2	0	100	\$76.92			127
14	89207 05352	TACO SHELLS, CORN, PREFORMED, 1/200 CT CASE	1 CS	1	1	0	100	\$16.89			127
15	89357 04554	SOUP, CHICKEN W/RICE, CONDENSED, 12/50OZ CN	1 CS	1	1	0	100	\$40.20			127
16	89507 15192	DRESSING, RANCH, 6/32 OZ CO	4 CS	4	4	0	100	\$93.60			127
17	89407 11385	PUDDING, CHOCOLATE, RTU, 6/NO. 10 CN, J94	1 CS	1	1	0	100	\$27.30			127
18	89457 16305	SALAD OIL, VEGETABLE, 3/1 GAL CO	3 CS	3	3	0	100	\$87.12			127
19	89457	CORN OIL, LIQUID, DEEP-FRY,	3 CS	3	3	0	100	\$119.52			127

## PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 6

	13698	2/10 QT CO									
20	89507 09790	CATSUP, TOMATO, 24/14 OZ GLASS BT, M20	2 CS	2	2	0	100	\$48.48			127
21	89507 19789	CATSUP, TOMATO, 6/NO. 10 CN, M21	2 CS	2	2	0	100	\$39.84			127
22	89507 10298	OLIVES, GREEN, PITTED, 12/1 QT JR, M97	1 CS	1	1	0	100	\$40.44			127
23	89507 12421	MAYONNAISE, REGULAR, 12/32 OZ JR	2 CS	2	2	0	100	\$87.36			127
24	89257 14048	SUGAR, WHITE, REFINED, GRANULATED, 1/8 OZ PG, 12/1	2 CS	2	2	0	100	\$32.88			127
25	89059 01164	BEEF FAJITA STRIPS, FZN, RAW, SEASONED, 5/10 LB PG	1 CS	1	0	1	0	\$0.00	1	Exceeds 300%, AMD 18, sold 127 MTD	129
26	89059 05887	BEEF CHUCK, POT ROAST, FZN, US CHOICE, 5/10-14 LB	55 LB	1	1	0	100	\$240.35			129
27	89059 07978	BEEF, DRIED, SLICED, FZN, 1/5 LB PG	10 LB	2	2	0	100	\$64.40			129
28	89059 13218	CHICKEN, 8 PIECE, FZN, RTC, BROIL/FRY, 4/10 LB PG,	160 LB	4	4	0	100	\$233.60			129
29	89059 08472	FISH, COD, FILLETS, FZN, SKINLESS, GRADE A EQUIV,	45 LB	1	1	0	100	\$261.00			129
30	89059 07274	TURKEY, BNLS, FZN, RAW, WHITE/DARK MEAT, W/SKIN, N	41 LB	1	1	0	100	\$112.75			129
31	89058 16064	HAM, BNLS, CHL, CKD, PULLMAN, W/NAT JUICES, 4X6, V	126 LB	3	3	0	100	\$501.48			128
32	89108 19367	CHEESE, CHEDDAR, PROCESSED, SHRD, MILD, SHREDDED,	40 LB	2	2	0	100	\$117.20			128
33	89108 06048	EGGS, SHELL, FRESH, MEDIUM, US GRADE A, 30 DZ/CO,	6 CS	6	6	0	100	\$196.20			128

**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 6**

34	89159 06065	VEG, ASPARAGUS, FZN, ALL GREEN, CUTS & TIPS, 6/2.5	2 CS	2	2	0	100	\$76.44			129
35	89159 00825	VEG, BROCCOLI FLORETS, FZN, 12/2 LB PG, S66	2 CS	2	2	0	100	\$69.12			129
36	89159 06156	VEG, CAULIFLOWER, IQF, W/O SAUCE, 12/2 LB PG, S76	1 CS	1	1	0	100	\$33.36			129
37	89159 08018	VEG, CORN, GOLDEN, FZN, WHOLE KERNEL, 12/2.5 LB PG	1 CS	1	1	0	100	\$31.80			129
38	89159 13461	VEG, ONION RINGS, PREFORMED, BRD, FZN, 8/2 LB PG,	3 CS	3	3	0	100	\$122.16			129
39	89159 03508	VEG, POTATOES, FZN, FRENCH FRIES, 6/5 LB BG, T34	3 CS	3	3	0	100	\$70.38			129
40	89159 00983	VEG, SUCCOTASH, FZN, 12/2.5 LB PG	1 CS	1	1	0	100	\$38.40			129
41	89159 06620	VEG, MIXED, FZN, 12/2.5 LB PG, T52	1 CS	1	1	0	100	\$33.00			129
42	89209 19096	TORTILLAS, WHEAT FLOUR, FZN, 10 INCH, 18/12 CT BG,	1 CS	1	1	0	100	\$39.96			129
43	89409 01629	BURRITOS, FZN, BEEF AND BEAN, 4 OZ EA, 6/12 CT PG,	1 CS	1	1	0	100	\$25.26			129
44	89508 01559	YEAST, BAKERS, CHILL, INSTANT, ACTIVE, 12/2 LB BG,	1 CS	1	1	0	100	\$36.60			128
		Totals for N62735		83	82	1	98.8	\$3,672.05			
V9CZY? - US ARMY											
PO # V9CZYS70150019		RDD : 01/18/07									
1	89707 17952	ARMY ONLY, MEAL KIT W/DRINK, CHICKEN SALAD/RAVIOLI	26 CS	26	26	0	100	\$3,205.02			117
2	89707 17950	ARMY ONLY, MEAL KIT W/DRINK, BEEF BARBECUE/MACARON	25 CS	25	25	0	100	\$3,081.75			117
		Totals for W9CZYS		51	51	0	100	\$6,286.77			

PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 6

		Report Totals		316	314	2	98.13	22422.76	1		
				1							
		Revised Total		315	314		99.68				

PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 6

Example Weekly and Monthly Fill Rate Report Summary Report:

Customer	Cases ordered	Cases Shipped	NIS	Case Fill Rate	\$ Value	Lines Ordered	Lines Filled	Line Fill Rate
N3704x - MWR	24	24	0	100.0%	\$1,252.56	5	5	100.0%
N6273x- GALLEY	82	82	0	100.0%	\$3,672.05	43	43	100.0%
R2153x - USS E	6762	6753	9	99.9%	\$185,349.81	141	140	99.3%
R2164x - USS C	611	611	0	100.0%	\$32,911.01	134	134	100.0%
W9CZY? - US ARMY	51	51	0	100.0%	\$6,286.77	2	2	100.0%
Total	7530	7521	9	99.9%	\$229,472.20	325	324	99.7%

**ATTACHMENT 7 STARTS ON THE FOLLOWING PAGE**



**PRIME VENDOR KOREA - SPM300-06-R-0060 – ATTACHMENT 6**

**Vendor Name**

**Contract Number SPM-300-07-D-xxxx**

### Total Asset Visibility- Korea

**Dated - 08 May 07**

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