

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 501-14-1-101-0001 678-14-3-120-0003		PAGE 1 OF 84							
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA258-14-Q-0005		6. SOLICITATION ISSUE DATE 03-07-2014					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Carlos Jaquez				b. TELEPHONE NO. (No Collect Calls) 915-217-1249		8. OFFER DUE DATE/LOCAL TIME 03-17-2014 3:00 PM ET					
9. ISSUED BY Department of Veterans Affairs SAO West NCO 18 El Paso Carlos Jaquez, Contract Specialist 11495 Turner Road El Paso TX 79936-1372				CODE 00258		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: 0 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 311812 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: 500 Employees							
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS N/A		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING N/A							
15. DELIVER TO Department of Veterans Affairs Veterans Integrated Service Network 18 See Delivery Schedule				CODE		16. ADMINISTERED BY Same as Block # 9							
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Financial Services Center (FSC) Department of Veterans Affairs See VAAR 852.232-72 P.O. Box 149971 Austin TX 78714-8971		CODE none							
TELEPHONE NO. DUNS: DUNS+4:				PHONE: FAX:									
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM									
19. ITEM NO.		20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		Fresh Bread and Bread Products for VISN 18 - Scope of Work - Price/Cost Schedule - Delivery Schedule - D.3 Contractor Qualifications - Addendum to FAR 52.212-1 Instruction to Offers - Addendum to FAR 52.212-2 Evaluation - Commercial Items - Attachments (Use Reverse and/or Attach Additional Sheets as Necessary)											
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page 501-3640160-101-824300-2610 010024367 678-3640160-120-824300-2610 010024367						26. TOTAL AWARD AMOUNT (For Govt. Use Only)							
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED						<input type="checkbox"/> 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) Valeria Gutierrez Contracting Officer				31c. DATE SIGNED				

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B.1 CONTRACT ADMINISTRATION DATA

B.1.A. Contract Administration: The contractor shall contact the Contracting Officer on all matters pertaining to administration. Only the Contracting Officer is authorized to make commitments or issue changes that will affect the price, quantity or delivery terms of the contract. The following individuals will handle all contract administration matters:

Format of Proposal: Offeror's should review this entire solicitation before submitting a quote to ensure that their quotes meet all requirements.

1. CONTRACTOR:

POINT OF CONTACT:

PHONE:

EMAIL:

TAX ID NUMBER:

DUNS NUMBER:

2. GOVERNMENT:

Department of Veterans Affairs
SAO West NCO 18 El Paso
Carlos Jaquez, Contract Specialist
915-217-1249 or carlos.jaquez@va.gov
11495 Turner Road
El Paso TX 79936-1372

3. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

☒ 52.232-34, Payment by Electronic Funds Transfer - Other than Central contractor Registration,
or

☐ 52.232-36, Payment by Third Party

4. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐b. Semi-Annually ☐c. Other ☒ Monthly

5. GOVERNMENT INVOICE ADDRESS: All invoices from the contractor shall be mailed to the following address:

Financial Services Center (FSC)
Department of Veterans Affairs
P.O. Box 149971
Austin TX 78714-9971

ACKNOWLEDGMENT OF AMENDMENTS: The Offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO	DATE

B.2 SUBCONTRACTING COMMITMENTS--MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the subcontracting commitments.

(End of Clause)

B.3 SCOPE OF WORK

The SAO West Network Contracting Office (NCO) 18, El Paso, TX, (hereafter referred to as the NCO) will solicit and award this contract using Simplified Acquisition Procedures in accordance with Federal Acquisition Regulations (FAR) Part 13 and Acquisition of Commercial Items in FAR Part 12. NCO anticipates award of a Firm-Fixed Price, Indefinite Delivery Indefinite Quantity Contract. The NAICS Code for this procurement is **311812**.

All questions must be in writing via e-mail to carlos.jaquez@va.gov (no telephone inquiries will be accepted). All questions must be received no later than March 12, 2014 at 2:00 PM ET. The Government reserves the right to not answer questions not meeting this timeline if doing so would result in an amendment requiring an extension of the solicitation and to extend would not be in the best interest of the Government.

Federal Acquisition Regulations require all contractors conducting business with the Government to be registered in the following database:

System for Award Management (SAM) – <http://www.sam.gov>

IT IS IMPERATIVE THAT YOU COMPLETE THIS REGISTRATIONS IN ORDER TO BE CONSIDERED FOR CONTRACT AWARD. AWARD CANNOT BE MADE TO A CONTRACTOR NOT REGISTERED IN THIS DATABASE SYSTEM.

1. General:

- a) Contractor shall furnish bread and bread products to the Nutrition and Food Services, and in some cases the Canteen Services, located at the addresses below. Orders shall be placed on an as needed basis, in accordance with delivery schedules listed in the Scope of Work (SOW), by the Contracting Officer (CO). The Contracting Officers Representative (COR) will then decide when deliveries are to be made. Orders shall be placed by telephone, in writing via fax, or given to Contractor personnel as mutually agreed upon between the facilities COR/POC and Contractor.

The awarded contract will be for;

Base Year:	April 1, 2014 through September 30, 2014
Option Year One:	October 1, 2014 through September 30, 2015
Option Year Two:	October 1, 2015 through September 30, 2016
Option Year Three:	October 1, 2016 through September 30, 2017
Option Year Four:	October 1, 2017 through September 30, 2018

Phoenix VA Health Care System
650 E Indian School Rd.
Phoenix, AZ 85012

Southern Arizona VA Health Care System
3601 S 6th Ave
Tucson, AZ 85723

Northern Arizona VA Health Care System
500 N Hwy 89
Prescott, Arizona 86313

New Mexico VA Health Care System

1501 San Pedro SE
Albuquerque, NM 87108

Amarillo VA Health Care System
6010 Amarillo Blvd. West
Amarillo, TX 79106

West Texas VA Health Care System
300 Veterans Blvd.
Big Spring, TX 79720

- a) The VA must approve any changes to specified delivery days. A legible delivery ticket indicating the VA contract number, date of delivery, itemized listing of items furnished and prices shall accompany each delivery. All delivery tickets and/or invoices referencing the contract number must show the total loaves/packages delivered for each line item.

2. Definitions:

Contracting Officer (CO) — the only Government official authorized to obligate the Government.

Contracting Officer's Representative (COR) — the CO may delegate to one or more VA employees the responsibility of monitoring the performance of the Contractor. A copy of the delegation shall be provided to the Contractor after award.

Designation of Contracting Officer's Representative (COR) — a technical representative will be designated to represent the Contracting Officer in furnishing technical guidance and advice regarding the work being performed under this contract. The foregoing is not to be construed as authorization to interpret or furnish advice and information to the contractor relative to the financial or legal aspects of the contract. Enforcement of these segments is vested in and is the responsibility of the Contracting Officer.

3. Safety The Contractor shall:

- a) Take such safety precautions as the COR may determine to be reasonably necessary to protect persons and property from injury or damage during the performance of this contract. The COR will notify the contractor of any noncompliance with the foregoing provision and the action to be taken. After receipt of such notice, the contractor shall immediately correct the condition(s) to which attention has been directed. Such notice, when served on the contractor or his representative at the worksite, shall be deemed sufficient for the purposes aforesaid. If the contractor fails or refuses to comply promptly, the Contracting Officer may issue a stop work order for all or any part of the work and hold the contractor in default as provided elsewhere in this contract.
- b) The contractor shall be responsible for any injury that occurs to any person or damage to personal or public property that is the fault of the contractor's employees or negligence.

4. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS:

- a) 2009 FDA Food Code, U.S. Health and Human Services, Public Health Service, Food and Drug Administration (<http://vaww.nutrition.va.gov/docs/fsp/FDAFoodCode2009.pdf>)
- b) The Federal Supply Catalog Stock List, FSC Group 89, Subsistence, Publication #C8900-SL, dated January 1997 (DLA/DPSC Subsistence C8900-SL, January 1997) is incorporated herein by reference and shall become part of

any award made from this solicitation. Items delivered shall conform to specifications with DLA/DPSC Subsistence C8900-SL, January 1997 and other terms and conditions specified under this contract.

- c) All products will comply with the latest edition of the Federal Hospital Subsistence Guide G-1 herein incorporated by reference.
- d) All deliveries shall conform in every respect to the provisions of the Federal Food, Drug, and Cosmetic Act and regulations promulgated there under.
- e) Where applicable, the interpretation of requirements (descriptive terms), methods ascertaining grades, testing, etc., shall be in accordance with those contained in the U.S. Standards for the particular products in effect on the date of the solicitation.
- f) The Contractor agrees to provide the products listed to the three VA Medical Centers listed above for a Base Period, and Option Years if exercised by the Government. Deliveries shall be in such quantities and at such times as may be required in accordance with all terms, conditions, provisions, and schedules of this contract.
- g) Contractor-owned delivery trays, racks, wheeled carts, etc., shall be in a clean, sanitized condition at the time of delivery hospitals.
- h) All products furnished under this contract shall be processed and packaged under sanitary conditions in strict accordance with guidelines provided by the U.S. Food and Drug Administration and the U.S. Department of Agriculture, using the best commercial practices that are standard for the industry. All containers shall be clean, sound, and securely covered or sealed to provide adequate protection from dirt, filth or contamination. All ingredients shall be clean, sound, wholesome and free from evidence of rodent or insect infestation. Failure to comply with this provision shall be considered grounds for default of the contract.
- i) Ingredients for fresh or frozen bread and bakery products shall consist of flour, water, salt, yeast, emulsifiers or stabilizers, and other ingredients appropriate for the type of bread specified in the schedule of products. The fresh or frozen bread shall include mold inhibitors of proper levels as allowed by the Federal Food, Drug and Cosmetic Act.
- j) All contractors shall take immediate action to notify the COR and the Contracting Officer (CO) whenever a product, price of equipment or item is recalled or considered dangerous, hazardous or unsafe in order to remove such products, equipment or items from use. This notification process also applies to safety alerts. The contractor recall and safety notification plan and process is necessary so that proper notification to individuals who have received or individuals who may utilize such products, equipment or items can be made in as expedient and efficient manner as possible. The contractor shall provide to the CO their plan for this safety notification process and also maintain a record system in order to document any safety incident issues by their date, time and description of the recall or safety alert issue provided to the CO.

BREAD QUALITY, APPEARANCE AND TASTE

Enriched flour - When the bread or bakery product is enriched, the wheat flour used for the bread shall conform to the U.S. Standards of Identity for Enriched Flour (21 CFR 137.165) and shall be milled from a variety of hard and/or soft wheat.

Fiber content - Sandwich bread shall have a minimum of 2 grams of fiber per slice.

Appearance and color - The fresh or frozen bread and applicable bakery products shall have a uniformly brown crust characteristic of the product. The fresh or frozen bread and bakery products shall have a typical volume, characteristic grain, and be evenly baked and without evidence of foreign odors or flavors, burnt, scorched, stale, rancid or moldy. The delivered products shall not be crushed or damaged. Sliced bread shall have a uniform slice size and width.

FRESHNESS REQUIREMENTS FOR BREAD AND BREAD PRODUCTS

Fresh bread and bakery products shall conform to the following freshness requirements:

- a) Bread (e.g., loaves, hamburger and hotdog rolls) shall be delivered to the VA Medical Centers within 24 hours after baking. Bread products shall be packaged in accordance with commercial practice. The package shall afford adequate protection against deterioration and physical damage during shipment from the supply source to the VA Medical Centers.
- b) Bread shall not be more than 24 hours old upon arrival at receiving point.
- c) Brown and serve rolls shall be delivered within 24 hours after production.

SANITATION AND WORKMANSHIP

Bread and bread products shall be prepared, processed, and packaged under sanitary conditions and in accordance with standard commercial practice. All containers shall be clean, sound, and securely covered or sealed to provide adequate protection from dirt or other contamination. Products shall be delivered in an enclosed truck, which protects the bread products from the elements. Bread products shall be delivered on racks and not stacked one on top of the other unless separated by shelving or spacers.

CERTIFICATIONS:

- (a) **Current Contracts:** Offeror must state whether he currently holds a contract(s) with another VA Medical Center, or with another Federal or State installation.

☐ Yes

☐ No

Name and Address of Installation:

Name and Address of Installation:

Name and Address of Installation:

- a) **Inspection of Plants:** The VA reserves the right to inspect and investigate the Contractor's establishment and facilities prior to contract award. Conditions found will be considered in awarding the contract. Inspections may also be made at any time during contract performance, in order to review processes involved in complying with this contract. If it is determined that the Contractor is not in compliance with specifications as listed within the contract, it is thereby determined that Contractor cannot fulfill contract requirements;

- b) The Offeror certifies that: (Check One)

☐ Within the past six months no inspection of the physical facilities of this plant has been completed by any agency of the Federal Government.

☐ An inspection of the physical facilities of this plant was conducted by the:

_____ (Name of Agency)

On _____ (Date of Inspection) and this plant was ☐ Approved
or ☐ Disapproved for furnishing its products to the Federal Government.

Please provide a copy of your last inspection report with your submittal package.

SCOPE OF WORK, SPECIFIC TO NUTRITION AND FOOD SERVICES:**GOVERNMENT RESPONSIBILITIES**

DELIVERIES - The Contracting Officer's Representative (COR) or authorized designee will:

Prepare an estimated written delivery schedule for bread and bakery products on Thursdays for that following week's requirements. The delivery schedule will be posted on the bulletin board immediately inside the double doors to the kitchen. This written delivery schedule may be modified up to seventy-two (72) hours of the scheduled delivery, to increase or decrease the quantity required depending upon patient census and requirements. This delivery schedule change will be made in advance of the next scheduled delivery date.

- a) At the time of delivery, verify the accuracy: specifications and quantities ordered
- b) At the time of delivery, verify condition of bread products (cleanliness, intact; dates)
- c) At the time of delivery, verify prices charged on the invoice are the same as the contracted price
- d) Criteria for acceptance of final product
- e) Damaged, unsanitary appearing or outdated products will not be accepted. Immediate replacement will be required of the Contractor at no additional cost to the Government.

CONTRACTOR RESPONSIBILITIES

DELIVERY- the Contractor shall:

- a) Make scheduled deliveries to the VA Medical Centers based on the schedule below. Contractor shall be required to make deliveries as well when the days listed below fall on holidays; exceptions to this shall be mutually agreeable between the Contractor and the COR.
- b) Delivery schedule:

B.4 Price/Cost Schedule & B.5 Delivery Location

- c) Deliveries shall be made at the time and place specified in the contract and delivery orders issued hereunder. The COR shall be notified at the earliest possible time if a delivery schedule cannot be met or if a delivery shall be late.
- d) The contractor shall be required to furnish bread and bread products: on Saturdays, in the case of Nutrition and Food Services; and on holidays, in the case of Nutrition and Food Services and Canteen Services, when the scheduled delivery days fall on holidays.
- e) **NOTIFICATION OF LATE DELIVERY:**
The COR(s), shall be notified immediately by the Contractor of any circumstance which the Contractor believes will result in a late delivery (or non-delivery). Only the COR or VA personnel authorized by the COR have the authority to cancel a delivery or accept a 'late' delivery. In the event of non-delivery of bread or bread products in accordance with the contract, Contractor shall not invoice for which non-delivery occurred. Natural disasters will be handled on a case by case basis.

SCOPE OF WORK, SPECIFIC TO CANTEEN SERVICES:

GOVERNMENT RESPONSIBILITIES

DELIVERIES - The COR or authorized designee will:

- a) Coordinate delivery schedule with Contractor on a daily basis.
- b) At the time of delivery, verify the accuracy: specifications and quantities ordered
- c) At the time of delivery, verify condition of bread products (cleanliness, intact; dates)
- d) At the time of delivery, verify prices charged on the invoice are the same as the contracted price.

CONTRACTOR RESPONSIBILITIES

DELIVERY - The Contractor shall:

- a) Coordinate delivery schedule with the CORs.
- b) Make scheduled deliveries as stated in the delivery schedule above. Contractor shall be required to make deliveries as well when the days listed above fall on holidays; exceptions to this shall be mutually agreeable between the Contractor and the COR.

CONTRACTOR PERFORMANCE

The contractor's performance will be evaluated throughout the life of the contract. The evaluation will be performed using a bread delivery incident form (see Exhibit D.1) as well as a bread delivery quarterly evaluation (see Exhibit D.2). These documents are intended to provide the contractor with continuous feedback during the performance of the contract as well as aid in documenting past performance for submission to other Government past performance databases.

OTHER CONTRACT REQUIREMENTS

The Contractor agrees to provide the services listed in B.4 Price/Cost Schedule, and in accordance with B.3 Scope of Work.

DELIVERY POINTS OF CONTACT:

The Contracting Officer will authorize the COR or his/her designee to place delivery schedules for bread and bread products listed in the Price/Cost Schedule.

CONTRACTING OFFICER'S REPRESENTATIVES (CORs)

MEDICAL CENTER	ADDRESS	DELIVERY SECTION	CORs	PHONE	EMAIL
Phoenix VA Health Care System	650 E Indian School Road, Phoenix, AZ 85012	NUTRITION & FOOD SERVICE	Stephanie Lucas	602-277-5551 Ext 5190	Stephanie.Lucas@va.gov
Tucson VA Canteen	3601 S 6th Ave Tucson, AZ 85723	CANTEEN SERVICES	Christine Hensley	520-792-1450 Ext 1844	Christine.Hensley@va.gov
Tucson VA Health Care System	3601 S 6th Ave Tucson, AZ 85723	NUTRITION & FOOD SERVICE	David Desrosier	520-792-1450 Ext 6314	David.Desrosier@va.gov
Prescott VA Health Care System	500 N Hwy 89 Prescott, Arizona 86313	NUTRITION & FOOD SERVICE	Beatriz Herrera	928-445-4860 Ext 7481	Beatriz.Herrera@va.gov
Albuquerque VA Health Care System	1501 San Pedro SE Albuquerque, NM 87108	NUTRITION & FOOD SERVICE	Karen Cleland	505-265-1711 Ext 5310	Karen.Cleland@va.gov
Amarillo VA Health Care System	6010 Amarillo Blvd. West Amarillo, TX 79106	NUTRITION & FOOD SERVICE	Annette Jenks-Chavez	806-354-7881	Annette.Jenks-Chavez@va.gov
Big Spring VA Health Care System	300 Veterans Blvd. Big Springs, TX 79720	NUTRITION & FOOD SERVICE	Marcia Merrell	432-263-7361 x7070	Marcia.Merrell@va.gov

DELIVERY

Medical Center/Department	Time of Delivery*	Frequency
Phoenix Nutrition and Food Service	6:00 – 9:00 AM	Three (3) deliveries per week. MONDAY, TUESDAY and FRIDAY
Tucson (Southern Arizona) Canteen	6:30 – 8:00 AM	Three (3) deliveries per week. MONDAY, TUESDAY, and FRIDAY
Tucson Nutrition and Food Service	6:30 – 8:00 AM	Three (3) deliveries per week. MONDAY, TUESDAY, and FRIDAY
Prescott (Northern Arizona) Nutrition and Food Service	7:00 – 11:00 AM	Three deliveries per week. TUESDAY, THURSDAY and SATURDAY
Albuquerque (New Mexico) Nutrition and Food Service	8:00 – 10:00 AM	Three (3) deliveries per week. MONDAY, TUESDAY and FRIDAY
Amarillo Nutrition and Food Service	6:30 – 8:00 AM	Three (3) deliveries per week. MONDAY, TUESDAY and FRIDAY
Big Spring (West Texas) Nutrition and Food Service	8:00 – 11:00 AM	One delivery per week TUESDAY

* All times specified are local time at the delivery location.

B.4 Price/Cost Schedule

The SAO West NCO 18 El Paso, TX enters into a contract to provide bread and bread products for the period of April 1, 2014 through September 30, 2018.

*This is only an estimate of products the Government anticipates will be used for this procurement. The Government will only pay for the actual number of products ordered. Orders will be places on as needed basis.

The contract will have a guaranteed minimum of \$1,000 with a maximum estimated value not-to-exceed (NTE) \$500,000 for the life of the contract.

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN 001A	Contract Period: Base POP Begin: 04/01/2014 POP End: 09/30/2014 Bread, Rye, pan baked, round top seedless 16 oz. loaf, fresh type V Phoenix VAHCS	60.00	EA		
CLIN 001B	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Bread, Rye, pan baked, round top seedless 16 oz. loaf, fresh type V Tucson VA Canteen	125.00	EA		
CLIN 001D	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Bread, Rye, pan baked, round top seedless 16 oz. loaf, fresh type V Prescott VAHCS	300.00	EA		
CLIN 001E	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Bread, Rye, pan baked, round top seedless 16 oz. loaf, fresh type V Albuquerque VAHCS	450.00	EA		
CLIN 001G	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Bread, Rye, pan baked, round top seedless 16 oz. loaf, fresh type V Amarillo VAHCS	12.00	EA		
CLIN 002A	Contract Period: Base POP Begin: 04-01-2014	290.00	EA		

	POP End: 09-30-2014 Bread, White, pan baked, enriched, round top or sandwich, 24 oz., fresh type I Phoenix VAHCS				
CLIN 002B	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Bread, White, pan baked, enriched, round top or sandwich, 24 oz., fresh type I Tucson VA Canteen	520.00	EA		
CLIN 002C	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Bread, White, pan baked, enriched, round top or sandwich, 24 oz., fresh type I Tucson VAHCS	180.00	EA		
CLIN 002D	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Bread, White, pan baked, enriched, round top or sandwich, 24 oz., fresh type I Prescott VAHCS	512.00	EA		
CLIN 002E	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Bread, White, pan baked, enriched, round top or sandwich, 24 oz., fresh type I Albuquerque VAHCS	250.00	EA		
CLIN 002F	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Bread, White, pan baked, enriched, round top or sandwich, 24 oz., fresh type I Big Spring VAHCS	350.00	EA		
CLIN 002G	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Bread, White, pan baked,	480.00	EA		

	enriched, round top or sandwich, 24 oz., fresh type I Amarillo VAHCS				
CLIN 003A	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Bread, 100% Whole Wheat, pan baked, round top 24 oz. loaf, fresh type II Phoenix VAHCS	560.00	EA		
CLIN 003B	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Bread, 100% Whole Wheat, pan baked, round top 24 oz. loaf, fresh type II Tucson VA Canteen	520.00	EA		
CLIN 003C	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Bread, 100% Whole Wheat, pan baked, round top 24 oz. loaf, fresh type II Tucson VAHCS	650.00	EA		
CLIN 003D	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Bread, 100% Whole Wheat, pan baked, round top 24 oz. loaf, fresh type II Prescott VAHCS	2,250.00	EA		
CLIN 003E	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Bread, 100% Whole Wheat, pan baked, round top 24 oz. loaf, fresh type II Albuquerque VAHCS	4,500.00	EA		
CLIN 003F	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Bread, 100% Whole Wheat, pan baked, round top 24 oz. loaf, fresh type II Big Spring VAHCS	1,500.00	EA		
CLIN 003G	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Bread, 100% Whole Wheat,	1,780.00	EA		

	pan baked, round top 24 oz. loaf, fresh type II Amarillo VAHCS				
CLIN 004A	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Bread, Raisin, pan baked, round top or sandwich fresh, sliced Phoenix VAHCS	60.00	EA		
CLIN 004G	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Bread, Raisin, pan baked, round top or sandwich fresh, sliced Amarillo VAHCS	90.00	EA		
CLIN 005B	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Bread, Texas Toast, ¾" slice, white, enriched, pan baked, sandwich, fresh , 24 oz loaf Tucson VA Canteen	250.00	EA		
CLIN 005C	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Bread, Texas Toast, ¾" slice, white, enriched, pan baked, sandwich, fresh , 24 oz loaf Tucson VAHCS	72.00	EA		
CLIN 005E	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Bread, Texas Toast, ¾" slice, white, enriched, pan baked, sandwich, fresh , 24 oz loaf Albuquerque VAHCS	450.00	EA		
CLIN 006B	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Bread, Sourdough, enriched, pan baked, sandwich, fresh , 24 oz loaf, sliced Tucson VA Canteen	250.00	EA		
CLIN 006E	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Bread, Sourdough, enriched, pan baked, sandwich, fresh ,	450.00	EA		

	24 oz loaf, sliced Albuquerque VAHCS				
CLIN 007A	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Roll, Hamburger, soft, white enriched, 12 per package, fresh type III Phoenix VAHCS	180.00	EA		
CLIN 007B	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Roll, Hamburger, soft, white enriched, 12 per package, fresh type III Tucson VA Canteen	624.00	EA		
CLIN 007C	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Roll, Hamburger, soft, white enriched, 12 per package, fresh type III Tucson VAHCS	150.00	EA		
CLIN 007D	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Roll, Hamburger, soft, white enriched, 12 per package, fresh type III Prescott VAHCS	1,750.00	EA		
CLIN 007E	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Roll, Hamburger, soft, white enriched, 12 per package, fresh type III Albuquerque VAHCS	400.00	EA		
CLIN 007F	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Roll, Hamburger, soft, white enriched, 12 per package, fresh type III Big Spring VAHCS	500.00	EA		
CLIN 007G	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Roll, Hamburger, soft, white enriched, 12 per package, fresh type III	700.00	EA		

	Amarillo VAHCS				
CLIN 008A	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Roll, Hot Dog, soft, pan baked finger, 12 per package, fresh type II Phoenix VAHCS	60.00	EA		
CLIN 008B	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Roll, Hot Dog, soft, pan baked finger, 12 per package, fresh type II Tucson VA Canteen	60.00	EA		
CLIN 008C	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Roll, Hot Dog, soft, pan baked finger, 12 per package, fresh type II Tucson VAHCS	12.00	EA		
CLIN 008E	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Roll, Hot Dog, soft, pan baked finger, 12 per package, fresh type II Albuquerque VAHCS	10.00	EA		
CLIN 008F	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Roll, Hot Dog, soft, pan baked finger, 12 per package, fresh type II Big Spring VAHCS	156.00	EA		
CLIN 008G	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Roll, Hot Dog, soft, pan baked finger, 12 per package, fresh type II Amarillo VAHCS	125.00	EA		
CLIN 009E	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Roll, Submarine, 10", 6 per package Albuquerque VAHCS	450.00	EA		
CLIN 010C	Contract Period: Base	10.00	EA		

	POP Begin: 04-01-2014 POP End: 09-30-2014 Rolls, Potato, enriched, soft, pan baked, Dinner, 24 per package, fresh type II Tucson VAHCS				
CLIN 010G	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Rolls, Potato, enriched, soft, pan baked, Dinner, 24 per package, fresh type II Amarillo VAHCS	50.00	EA		
CLIN 011A	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Roll, White enriched, soft, pan baked, Dinner, 24 per package, fresh type II Phoenix VAHCS	200.00	EA		
CLIN 011E	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Roll, White enriched, soft, pan baked, Dinner, 24 per package, fresh type II Albuquerque VAHCS	150.00	EA		
CLIN 012A	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Roll, Wheat enriched, soft, pan baked, Dinner, 24 per package, fresh type II Phoenix VAHCS	250.00	EA		
CLIN 012E	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Roll, Wheat enriched, soft, pan baked, Dinner, 24 per package, fresh type II Albuquerque VAHCS	100.00	EA		
CLIN 012G	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Roll, Wheat enriched, soft, pan baked, Dinner, 24 per package, fresh type II Amarillo VAHCS	50.00	EA		
CLIN 013A	Contract Period: Base POP Begin: 04-01-2014	150.00	EA		

	POP End: 09-30-2014 Roll, English Muffin, 6 per package, fresh type 1X, sliced Phoenix VAHCS				
CLIN 013B	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Roll, English Muffin, 6 per package, fresh type 1X, sliced Tucson VA Canteen	300.00	EA		
CLIN 014B	Contract Period: Base POP Begin: 04-01-2014 POP End: 09-30-2014 Bagels, White, sliced, 6 per package Tucson VA Canteen	400.00	EA		
CLIN 101A	Contract Period: Option 1 POP Begin: 10/01/2014 POP End: 09/30/2015 Bread, Rye, pan baked, round top seedless 16 oz. loaf, fresh type V Phoenix VAHCS	120.00	EA		
CLIN 101B	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Bread, Rye, pan baked, round top seedless 16 oz. loaf, fresh type V Tucson VA Canteen	250.00	EA		
CLIN 101D	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Bread, Rye, pan baked, round top seedless 16 oz. loaf, fresh type V Prescott VAHCS	600.00	EA		
CLIN 101E	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Bread, Rye, pan baked, round top seedless 16 oz. loaf, fresh type V Albuquerque VAHCS	900.00	EA		
CLIN 101G	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Bread, Rye, pan baked,	24.00	EA		

	round top seedless 16 oz. loaf, fresh type V Amarillo VAHCS				
CLIN 102A	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Bread, White, pan baked, enriched, round top or sandwich, 24 oz., fresh type I Phoenix VAHCS	580.00	EA		
CLIN 102B	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Bread, White, pan baked, enriched, round top or sandwich, 24 oz., fresh type I Tucson VA Canteen	1,040.00	EA		
CLIN 102C	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Bread, White, pan baked, enriched, round top or sandwich, 24 oz., fresh type I Tucson VAHCS	360.00	EA		
CLIN 102D	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Bread, White, pan baked, enriched, round top or sandwich, 24 oz., fresh type I Prescott VAHCS	1,024.00	EA		
CLIN 102E	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Bread, White, pan baked, enriched, round top or sandwich, 24 oz., fresh type I Albuquerque VAHCS	500.00	EA		
CLIN 102F	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Bread, White, pan baked, enriched, round top or sandwich, 24 oz., fresh type I	700.00	EA		

Big Spring VAHCS					
CLIN 102G	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Bread, White, pan baked, enriched, round top or sandwich, 24 oz., fresh type I Amarillo VAHCS	960.00	EA		
CLIN 103A	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Bread, 100% Whole Wheat, pan baked, round top 24 oz. loaf, fresh type II Phoenix VAHCS	1,120.00	EA		
CLIN 103B	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Bread, 100% Whole Wheat, pan baked, round top 24 oz. loaf, fresh type II Tucson VA Canteen	1,040.00	EA		
CLIN 103C	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Bread, 100% Whole Wheat, pan baked, round top 24 oz. loaf, fresh type II Tucson VAHCS	1,300.00	EA		
CLIN 103D	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Bread, 100% Whole Wheat, pan baked, round top 24 oz. loaf, fresh type II Prescott VAHCS	4,500.00	EA		
CLIN 103E	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Bread, 100% Whole Wheat, pan baked, round top 24 oz. loaf, fresh type II Albuquerque VAHCS	9,000.00	EA		
CLIN 103F	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Bread, 100% Whole Wheat, pan baked, round top 24 oz. loaf, fresh type II	3,000.00	EA		

	Big Spring VAHCS				
CLIN 103G	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Bread, 100% Whole Wheat, pan baked, round top 24 oz. loaf, fresh type II Amarillo VAHCS	3,560.00	EA		
CLIN 104A	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Bread, Raisin, pan baked, round top or sandwich fresh, sliced Phoenix VAHCS	120.00	EA		
CLIN 104G	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Bread, Raisin, pan baked, round top or sandwich fresh, sliced Amarillo VAHCS	180.00	EA		
CLIN 105B	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Bread, Texas Toast, ¾" slice, white, enriched, pan baked, sandwich, fresh , 24 oz loaf Tucson VA Canteen	500.00	EA		
CLIN 105C	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Bread, Texas Toast, ¾" slice, white, enriched, pan baked, sandwich, fresh , 24 oz loaf Tucson VAHCS	144.00	EA		
CLIN 105E	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Bread, Texas Toast, ¾" slice, white, enriched, pan baked, sandwich, fresh , 24 oz loaf Albuquerque VAHCS	900.00	EA		
CLIN 106B	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Bread, Sourdough, enriched, pan baked, sandwich, fresh , 24 oz loaf, sliced Tucson VA Canteen	500.00	EA		

CLIN 106E	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Bread, Sourdough, enriched, pan baked, sandwich, fresh , 24 oz loaf, sliced Albuquerque VAHCS	900.00	EA	_____	_____
CLIN 107A	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Roll, Hamburger, soft, white enriched, 12 per package, fresh type III Phoenix VAHCS	360.00	EA	_____	_____
CLIN 107B	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Roll, Hamburger, soft, white enriched, 12 per package, fresh type III Tucson VA Canteen	1,248.00	EA	_____	_____
CLIN 107C	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Roll, Hamburger, soft, white enriched, 12 per package, fresh type III Tucson VAHCS	300.00	EA	_____	_____
CLIN 107D	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Roll, Hamburger, soft, white enriched, 12 per package, fresh type III Prescott VAHCS	3,500.00	EA	_____	_____
CLIN 107E	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Roll, Hamburger, soft, white enriched, 12 per package, fresh type III Albuquerque VAHCS	800.00	EA	_____	_____
CLIN 107F	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Roll, Hamburger, soft, white enriched, 12 per package, fresh type III Big Spring VAHCS	1,000.00	EA	_____	_____
CLIN	Contract Period: Option 1	1,400.00	EA	_____	_____

107G	POP Begin: 10-01-2014 POP End: 09-30-2015 Roll, Hamburger, soft, white enriched, 12 per package, fresh type III Amarillo VAHCS				
CLIN 108A	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Roll, Hot Dog, soft, pan baked finger, 12 per package, fresh type II Phoenix VAHCS	120.00	EA		
CLIN 108B	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Roll, Hot Dog, soft, pan baked finger, 12 per package, fresh type II Tucson VA Canteen	120.00	EA		
CLIN 108C	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Roll, Hot Dog, soft, pan baked finger, 12 per package, fresh type II Tucson VAHCS	24.00	EA		
CLIN 108E	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Roll, Hot Dog, soft, pan baked finger, 12 per package, fresh type II Albuquerque VAHCS	20.00	EA		
CLIN 108F	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Roll, Hot Dog, soft, pan baked finger, 12 per package, fresh type II Big Spring VAHCS	312.00	EA		
CLIN 108G	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Roll, Hot Dog, soft, pan baked finger, 12 per package, fresh type II Amarillo VAHCS	250.00	EA		
CLIN 109E	Contract Period: Option 1 POP Begin: 10-01-2014	900.00	EA		

	POP End: 09-30-2015 Roll, Submarine, 10", 6 per package Albuquerque VAHCS				
CLIN 110C	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Rolls, Potato, enriched, soft, pan baked, Dinner, 24 per package, fresh type II Tucson VAHCS	20.00	EA		
CLIN 110G	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Rolls, Potato, enriched, soft, pan baked, Dinner, 24 per package, fresh type II Amarillo VAHCS	100.00	EA		
CLIN 111A	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Roll, White enriched, soft, pan baked, Dinner, 24 per package, fresh type II Phoenix VAHCS	400.00	EA		
CLIN 111E	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Roll, White enriched, soft, pan baked, Dinner, 24 per package, fresh type II Albuquerque VAHCS	300.00	EA		
CLIN 112A	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Roll, Wheat enriched, soft, pan baked, Dinner, 24 per package, fresh type II Phoenix VAHCS	500.00	EA		
CLIN 112E	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Roll, Wheat enriched, soft, pan baked, Dinner, 24 per package, fresh type II Albuquerque VAHCS	200.00	EA		
CLIN 112G	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Roll, Wheat enriched, soft,	100.00	EA		

	pan baked, Dinner, 24 per package, fresh type II Amarillo VAHCS				
CLIN 113A	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Roll, English Muffin, 6 per package, fresh type 1X, sliced Phoenix VAHCS	300.00	EA		
CLIN 113B	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Roll, English Muffin, 6 per package, fresh type 1X, sliced Tucson VA Canteen	600.00	EA		
CLIN 114B	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 Bagels, White, sliced, 6 per package Tucson VA Canteen	800.00	EA		
CLIN 201A	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Bread, Rye, pan baked, round top seedless 16 oz. loaf, fresh type V Phoenix VAHCS	120.00	EA		
CLIN 201B	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Bread, Rye, pan baked, round top seedless 16 oz. loaf, fresh type V Tucson VA Canteen	250.00	EA		
CLIN 201D	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Bread, Rye, pan baked, round top seedless 16 oz. loaf, fresh type V Prescott VAHCS	600.00	EA		
CLIN 201E	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Bread, Rye, pan baked, round top seedless 16 oz. loaf, fresh type V	900.00	EA		

	Albuquerque VAHCS				
CLIN 201G	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Bread, Rye, pan baked, round top seedless 16 oz. loaf, fresh type V Amarillo VAHCS	24.00	EA		
CLIN 202A	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Bread, White, pan baked, enriched, round top or sandwich, 24 oz., fresh type I Phoenix VAHCS	580.00	EA		
CLIN 202B	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Bread, White, pan baked, enriched, round top or sandwich, 24 oz., fresh type I Tucson VA Canteen	1,040.00	EA		
CLIN 202C	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Bread, White, pan baked, enriched, round top or sandwich, 24 oz., fresh type I Tucson VAHCS	360.00	EA		
CLIN 202D	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Bread, White, pan baked, enriched, round top or sandwich, 24 oz., fresh type I Prescott VAHCS	1,024.00	EA		
CLIN 202E	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Bread, White, pan baked, enriched, round top or sandwich, 24 oz., fresh type I Albuquerque VAHCS	500.00	EA		
CLIN 202F	Contract Period: Option 2 POP Begin: 10-01-2015	700.00	EA		

	POP End: 09-30-2016 Bread, White, pan baked, enriched, round top or sandwich, 24 oz., fresh type I Big Spring VAHCS				
CLIN 202G	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Bread, White, pan baked, enriched, round top or sandwich, 24 oz., fresh type I Amarillo VAHCS	960.00	EA		
CLIN 203A	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Bread, 100% Whole Wheat, pan baked, round top 24 oz. loaf, fresh type II Phoenix VAHCS	1,120.00	EA		
CLIN 203B	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Bread, 100% Whole Wheat, pan baked, round top 24 oz. loaf, fresh type II Tucson VA Canteen	1,040.00	EA		
CLIN 203C	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Bread, 100% Whole Wheat, pan baked, round top 24 oz. loaf, fresh type II Tucson VAHCS	1,300.00	EA		
CLIN 203D	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Bread, 100% Whole Wheat, pan baked, round top 24 oz. loaf, fresh type II Prescott VAHCS	4,500.00	EA		
CLIN 203E	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Bread, 100% Whole Wheat, pan baked, round top 24 oz. loaf, fresh type II Albuquerque VAHCS	9,000.00	EA		
CLIN 203F	Contract Period: Option 2	3,000.00	EA		

	POP Begin: 10-01-2015 POP End: 09-30-2016 Bread, 100% Whole Wheat, pan baked, round top 24 oz. loaf, fresh type II Big Spring VAHCS				
CLIN 203G	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Bread, 100% Whole Wheat, pan baked, round top 24 oz. loaf, fresh type II Amarillo VAHCS	3,560.00	EA		
CLIN 204A	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Bread, Raisin, pan baked, round top or sandwich fresh, sliced Phoenix VAHCS	120.00	EA		
CLIN 204G	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Bread, Raisin, pan baked, round top or sandwich fresh, sliced Amarillo VAHCS	180.00	EA		
CLIN 205B	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Bread, Texas Toast, ¾" slice, white, enriched, pan baked, sandwich, fresh , 24 oz loaf Tucson VA Canteen	500.00	EA		
CLIN 205C	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Bread, Texas Toast, ¾" slice, white, enriched, pan baked, sandwich, fresh , 24 oz loaf Tucson VAHCS	144.00	EA		
CLIN 205E	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Bread, Texas Toast, ¾" slice, white, enriched, pan baked, sandwich, fresh , 24 oz loaf Albuquerque VAHCS	900.00	EA		
CLIN 206B	Contract Period: Option 2 POP Begin: 10-01-2015	500.00	EA		

	POP End: 09-30-2016 Bread, Sourdough, enriched, pan baked, sandwich, fresh , 24 oz loaf, sliced Tucson VA Canteen				
CLIN 206E	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Bread, Sourdough, enriched, pan baked, sandwich, fresh , 24 oz loaf, sliced Albuquerque VAHCS	900.00	EA		
CLIN 207A	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Roll, Hamburger, soft, white enriched, 12 per package, fresh type III Phoenix VAHCS	360.00	EA		
CLIN 207B	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Roll, Hamburger, soft, white enriched, 12 per package, fresh type III Tucson VA Canteen	1,248.00	EA		
CLIN 207C	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Roll, Hamburger, soft, white enriched, 12 per package, fresh type III Tucson VAHCS	300.00	EA		
CLIN 207D	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Roll, Hamburger, soft, white enriched, 12 per package, fresh type III Prescott VAHCS	3,500.00	EA		
CLIN 207E	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Roll, Hamburger, soft, white enriched, 12 per package, fresh type III Albuquerque VAHCS	800.00	EA		
CLIN 207F	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016	1,000.00	EA		

	Roll, Hamburger, soft, white enriched, 12 per package, fresh type III Big Spring VAHCS				
CLIN 207G	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Roll, Hamburger, soft, white enriched, 12 per package, fresh type III Amarillo VAHCS	1,400.00	EA		
CLIN 208A	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Roll, Hot Dog, soft, pan baked finger, 12 per package, fresh type II Phoenix VAHCS	120.00	EA		
CLIN 208B	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Roll, Hot Dog, soft, pan baked finger, 12 per package, fresh type II Tucson VA Canteen	120.00	EA		
CLIN 208C	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Roll, Hot Dog, soft, pan baked finger, 12 per package, fresh type II Tucson VAHCS	24.00	EA		
CLIN 208E	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Roll, Hot Dog, soft, pan baked finger, 12 per package, fresh type II Albuquerque VAHCS	20.00	EA		
CLIN 208F	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Roll, Hot Dog, soft, pan baked finger, 12 per package, fresh type II Big Spring VAHCS	312.00	EA		
CLIN 208G	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Roll, Hot Dog, soft, pan	250.00	EA		

	baked finger, 12 per package, fresh type II Amarillo VAHCS				
CLIN 209E	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Roll, Submarine, 10", 6 per package Albuquerque VAHCS	900.00	EA		
CLIN 210C	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Rolls, Potato, enriched, soft, pan baked, Dinner, 24 per package, fresh type II Tucson VAHCS	20.00	EA		
CLIN 210G	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Rolls, Potato, enriched, soft, pan baked, Dinner, 24 per package, fresh type II Amarillo VAHCS	100.00	EA		
CLIN 211A	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Roll, White enriched, soft, pan baked, Dinner, 24 per package, fresh type II Phoenix VAHCS	400.00	EA		
CLIN 211E	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Roll, White enriched, soft, pan baked, Dinner, 24 per package, fresh type II Albuquerque VAHCS	300.00	EA		
CLIN 212A	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Roll, Wheat enriched, soft, pan baked, Dinner, 24 per package, fresh type II Phoenix VAHCS	500.00	EA		
CLIN 212E	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Roll, Wheat enriched, soft, pan baked, Dinner, 24 per package, fresh type II	200.00	EA		

	Albuquerque VAHCS				
CLIN 212G	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Roll, Wheat enriched, soft, pan baked, Dinner, 24 per package, fresh type II Amarillo VAHCS	100.00	EA		
CLIN 213A	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Roll, English Muffin, 6 per package, fresh type 1X, sliced Phoenix VAHCS	300.00	EA		
CLIN 213B	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Roll, English Muffin, 6 per package, fresh type 1X, sliced Tucson VA Canteen	600.00	EA		
CLIN 214B	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 Bagels, White, sliced, 6 per package Tucson VA Canteen	800.00	EA		
CLIN 301A	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Bread, Rye, pan baked, round top seedless 16 oz. loaf, fresh type V Phoenix VAHCS	120.00	EA		
CLIN 301B	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Bread, Rye, pan baked, round top seedless 16 oz. loaf, fresh type V Tucson VA Canteen	250.00	EA		
CLIN 301D	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Bread, Rye, pan baked, round top seedless 16 oz. loaf, fresh type V Prescott VAHCS	600.00	EA		
CLIN 301E	Contract Period: Option 3	900.00	EA		

	POP Begin: 10-01-2016 POP End: 09-30-2017 Bread, Rye, pan baked, round top seedless 16 oz. loaf, fresh type V Albuquerque VAHCS				
CLIN 301G	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Bread, Rye, pan baked, round top seedless 16 oz. loaf, fresh type V Amarillo VAHCS	24.00	EA		
CLIN 302A	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Bread, White, pan baked, enriched, round top or sandwich, 24 oz., fresh type I Phoenix VAHCS	580.00	EA		
CLIN 302B	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Bread, White, pan baked, enriched, round top or sandwich, 24 oz., fresh type I Tucson VA Canteen	1,040.00	EA		
CLIN 302C	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Bread, White, pan baked, enriched, round top or sandwich, 24 oz., fresh type I Tucson VAHCS	360.00	EA		
CLIN 302D	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Bread, White, pan baked, enriched, round top or sandwich, 24 oz., fresh type I Prescott VAHCS	1,024.00	EA		
CLIN 302E	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Bread, White, pan baked, enriched, round top or	500.00	EA		

	sandwich, 24 oz., fresh type I Albuquerque VAHCS				
CLIN 302F	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Bread, White, pan baked, enriched, round top or sandwich, 24 oz., fresh type I Big Spring VAHCS	700.00	EA		
CLIN 302G	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Bread, White, pan baked, enriched, round top or sandwich, 24 oz., fresh type I Amarillo VAHCS	960.00	EA		
CLIN 303A	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Bread, 100% Whole Wheat, pan baked, round top 24 oz. loaf, fresh type II Phoenix VAHCS	1,120.00	EA		
CLIN 303B	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Bread, 100% Whole Wheat, pan baked, round top 24 oz. loaf, fresh type II Tucson VA Canteen	1,040.00	EA		
CLIN 303C	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Bread, 100% Whole Wheat, pan baked, round top 24 oz. loaf, fresh type II Tucson VAHCS	1,300.00	EA		
CLIN 303D	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Bread, 100% Whole Wheat, pan baked, round top 24 oz. loaf, fresh type II Prescott VAHCS	4,500.00	EA		
CLIN 303E	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017	9,000.00	EA		

	Bread, 100% Whole Wheat, pan baked, round top 24 oz. loaf, fresh type II Albuquerque VAHCS				
CLIN 303F	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Bread, 100% Whole Wheat, pan baked, round top 24 oz. loaf, fresh type II Big Spring VAHCS	3,000.00	EA		
CLIN 303G	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Bread, 100% Whole Wheat, pan baked, round top 24 oz. loaf, fresh type II Amarillo VAHCS	3,560.00	EA		
CLIN 304A	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Bread, Raisin, pan baked, round top or sandwich fresh, sliced Phoenix VAHCS	120.00	EA		
CLIN 304G	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Bread, Raisin, pan baked, round top or sandwich fresh, sliced Amarillo VAHCS	180.00	EA		
CLIN 305B	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Bread, Texas Toast, ¾" slice, white, enriched, pan baked, sandwich, fresh , 24 oz loaf Tucson VA Canteen	500.00	EA		
CLIN 305C	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Bread, Texas Toast, ¾" slice, white, enriched, pan baked, sandwich, fresh , 24 oz loaf Tucson VAHCS	144.00	EA		
CLIN 305E	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Bread, Texas Toast, ¾" slice,	900.00	EA		

	white, enriched, pan baked, sandwich, fresh , 24 oz loaf Albuquerque VAHCS				
CLIN 306B	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Bread, Sourdough, enriched, pan baked, sandwich, fresh , 24 oz loaf, sliced Tucson VA Canteen	500.00	EA		
CLIN 306E	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Bread, Sourdough, enriched, pan baked, sandwich, fresh , 24 oz loaf, sliced Albuquerque VAHCS	900.00	EA		
CLIN 307A	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Roll, Hamburger, soft, white enriched, 12 per package, fresh type III Phoenix VAHCS	360.00	EA		
CLIN 307B	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Roll, Hamburger, soft, white enriched, 12 per package, fresh type III Tucson VA Canteen	1,248.00	EA		
CLIN 307C	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Roll, Hamburger, soft, white enriched, 12 per package, fresh type III Tucson VAHCS	300.00	EA		
CLIN 307D	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Roll, Hamburger, soft, white enriched, 12 per package, fresh type III Prescott VAHCS	3,500.00	EA		
CLIN 307E	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Roll, Hamburger, soft, white enriched, 12 per package,	800.00	EA		

	fresh type III Albuquerque VAHCS				
CLIN 307F	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Roll, Hamburger, soft, white enriched, 12 per package, fresh type III Big Spring VAHCS	1,000.00	EA		
CLIN 307G	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Roll, Hamburger, soft, white enriched, 12 per package, fresh type III Amarillo VAHCS	1,400.00	EA		
CLIN 308A	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Roll, Hot Dog, soft, pan baked finger, 12 per package, fresh type II Phoenix VAHCS	120.00	EA		
CLIN 308B	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Roll, Hot Dog, soft, pan baked finger, 12 per package, fresh type II Tucson VA Canteen	120.00	EA		
CLIN 308C	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Roll, Hot Dog, soft, pan baked finger, 12 per package, fresh type II Tucson VAHCS	24.00	EA		
CLIN 308E	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Roll, Hot Dog, soft, pan baked finger, 12 per package, fresh type II Albuquerque VAHCS	20.00	EA		
CLIN 308F	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Roll, Hot Dog, soft, pan baked finger, 12 per package, fresh type II	312.00	EA		

	Big Spring VAHCS				
CLIN 308G	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Roll, Hot Dog, soft, pan baked finger, 12 per package, fresh type II Amarillo VAHCS	250.00	EA		
CLIN 309E	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Roll, Submarine, 10", 6 per package Albuquerque VAHCS	900.00	EA		
CLIN 310C	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Rolls, Potato, enriched, soft, pan baked, Dinner, 24 per package, fresh type II Tucson VAHCS	20.00	EA		
CLIN 310G	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Rolls, Potato, enriched, soft, pan baked, Dinner, 24 per package, fresh type II Amarillo VAHCS	100.00	EA		
CLIN 311A	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Roll, White enriched, soft, pan baked, Dinner, 24 per package, fresh type II Phoenix VAHCS	400.00	EA		
CLIN 311E	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Roll, White enriched, soft, pan baked, Dinner, 24 per package, fresh type II Albuquerque VAHCS	300.00	EA		
CLIN 312A	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Roll, Wheat enriched, soft, pan baked, Dinner, 24 per package, fresh type II Phoenix VAHCS	500.00	EA		
CLIN 312E	Contract Period: Option 3	200.00	EA		

	POP Begin: 10-01-2016 POP End: 09-30-2017 Roll, Wheat enriched, soft, pan baked, Dinner, 24 per package, fresh type II Albuquerque VAHCS				
CLIN 312G	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Roll, Wheat enriched, soft, pan baked, Dinner, 24 per package, fresh type II Amarillo VAHCS	100.00	EA		
CLIN 313A	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Roll, English Muffin, 6 per package, fresh type 1X, sliced Phoenix VAHCS	300.00	EA		
CLIN 313B	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Roll, English Muffin, 6 per package, fresh type 1X, sliced Tucson VA Canteen	600.00	EA		
CLIN 314B	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 Bagels, White, sliced, 6 per package Tucson VA Canteen	800.00	EA		
CLIN 401A	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Bread, Rye, pan baked, round top seedless 16 oz. loaf, fresh type V Phoenix VAHCS	120.00	EA		
CLIN 401B	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Bread, Rye, pan baked, round top seedless 16 oz. loaf, fresh type V Tucson VA Canteen	250.00	EA		
CLIN 401D	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018	600.00	EA		

	Bread, Rye, pan baked, round top seedless 16 oz. loaf, fresh type V Prescott VAHCS				
CLIN 401E	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Bread, Rye, pan baked, round top seedless 16 oz. loaf, fresh type V Albuquerque VAHCS	900.00	EA		
CLIN 401G	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Bread, Rye, pan baked, round top seedless 16 oz. loaf, fresh type V Amarillo VAHCS	24.00	EA		
CLIN 402A	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Bread, White, pan baked, enriched, round top or sandwich, 24 oz., fresh type I Phoenix VAHCS	580.00	EA		
CLIN 402B	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Bread, White, pan baked, enriched, round top or sandwich, 24 oz., fresh type I Tucson VA Canteen	1,040.00	EA		
CLIN 402C	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Bread, White, pan baked, enriched, round top or sandwich, 24 oz., fresh type I Tucson VAHCS	360.00	EA		
CLIN 402D	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Bread, White, pan baked, enriched, round top or sandwich, 24 oz., fresh type I Prescott VAHCS	1,024.00	EA		

CLIN 402E	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Bread, White, pan baked, enriched, round top or sandwich, 24 oz., fresh type I Albuquerque VAHCS	500.00	EA	_____	_____
CLIN 402F	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Bread, White, pan baked, enriched, round top or sandwich, 24 oz., fresh type I Big Spring VAHCS	700.00	EA	_____	_____
CLIN 402G	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Bread, White, pan baked, enriched, round top or sandwich, 24 oz., fresh type I Amarillo VAHCS	960.00	EA	_____	_____
CLIN 403A	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Bread, 100% Whole Wheat, pan baked, round top 24 oz. loaf, fresh type II Phoenix VAHCS	1,120.00	EA	_____	_____
CLIN 403B	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Bread, 100% Whole Wheat, pan baked, round top 24 oz. loaf, fresh type II Tucson VA Canteen	1,040.00	EA	_____	_____
CLIN 403C	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Bread, 100% Whole Wheat, pan baked, round top 24 oz. loaf, fresh type II Tucson VAHCS	1,300.00	EA	_____	_____
CLIN 403D	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Bread, 100% Whole Wheat, pan baked, round top 24 oz.	4,500.00	EA	_____	_____

	loaf, fresh type II Prescott VAHCS				
CLIN 403E	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Bread, 100% Whole Wheat, pan baked, round top 24 oz. loaf, fresh type II Albuquerque VAHCS	9,000.00	EA		
CLIN 403F	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Bread, 100% Whole Wheat, pan baked, round top 24 oz. loaf, fresh type II Big Spring VAHCS	3,000.00	EA		
CLIN 403G	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Bread, 100% Whole Wheat, pan baked, round top 24 oz. loaf, fresh type II Amarillo VAHCS	3,560.00	EA		
CLIN 404A	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Bread, Raisin, pan baked, round top or sandwich fresh, sliced Phoenix VAHCS	120.00	EA		
CLIN 404G	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Bread, Raisin, pan baked, round top or sandwich fresh, sliced Amarillo VAHCS	180.00	EA		
CLIN 405B	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Bread, Texas Toast, ¾" slice, white, enriched, pan baked, sandwich, fresh , 24 oz loaf Tucson VA Canteen	500.00	EA		
CLIN 405C	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Bread, Texas Toast, ¾" slice, white, enriched, pan baked, sandwich, fresh , 24 oz loaf	144.00	EA		

	Tucson VAHCS					
CLIN 405E	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Bread, Texas Toast, $\frac{3}{4}$ " slice, white, enriched, pan baked, sandwich, fresh , 24 oz loaf Albuquerque VAHCS	900.00	EA			
CLIN 406B	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Bread, Sourdough, enriched, pan baked, sandwich, fresh , 24 oz loaf, sliced Tucson VA Canteen	500.00	EA			
CLIN 406E	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Bread, Sourdough, enriched, pan baked, sandwich, fresh , 24 oz loaf, sliced Albuquerque VAHCS	900.00	EA			
CLIN 407A	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Roll, Hamburger, soft, white enriched, 12 per package, fresh type III Phoenix VAHCS	360.00	EA			
CLIN 407B	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Roll, Hamburger, soft, white enriched, 12 per package, fresh type III Tucson VA Canteen	1,248.00	EA			
CLIN 407C	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Roll, Hamburger, soft, white enriched, 12 per package, fresh type III Tucson VAHCS	300.00	EA			
CLIN 407D	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Roll, Hamburger, soft, white enriched, 12 per package, fresh type III Prescott VAHCS	3,500.00	EA			

CLIN 407E	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Roll, Hamburger, soft, white enriched, 12 per package, fresh type III Albuquerque VAHCS	800.00	EA	_____	_____
CLIN 407F	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Roll, Hamburger, soft, white enriched, 12 per package, fresh type III Big Spring VAHCS	1,000.00	EA	_____	_____
CLIN 407G	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Roll, Hamburger, soft, white enriched, 12 per package, fresh type III Amarillo VAHCS	1,400.00	EA	_____	_____
CLIN 408A	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Roll, Hot Dog, soft, pan baked finger, 12 per package, fresh type II Phoenix VAHCS	120.00	EA	_____	_____
CLIN 408B	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Roll, Hot Dog, soft, pan baked finger, 12 per package, fresh type II Tucson VA Canteen	120.00	EA	_____	_____
CLIN 408C	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Roll, Hot Dog, soft, pan baked finger, 12 per package, fresh type II Tucson VAHCS	24.00	EA	_____	_____
CLIN 408E	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Roll, Hot Dog, soft, pan baked finger, 12 per package, fresh type II Albuquerque VAHCS	20.00	EA	_____	_____
CLIN 408F	Contract Period: Option 4	312.00	EA	_____	_____

	POP Begin: 10-01-2017 POP End: 09-30-2018 Roll, Hot Dog, soft, pan baked finger, 12 per package, fresh type II Big Spring VAHCS				
CLIN 408G	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Roll, Hot Dog, soft, pan baked finger, 12 per package, fresh type II Amarillo VAHCS	250.00	EA		
CLIN 409E	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Roll, Submarine, 10", 6 per package Albuquerque VAHCS	900.00	EA		
CLIN 410C	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Rolls, Potato, enriched, soft, pan baked, Dinner, 24 per package, fresh type II Tucson VAHCS	20.00	EA		
CLIN 410G	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Rolls, Potato, enriched, soft, pan baked, Dinner, 24 per package, fresh type II Amarillo VAHCS	100.00	EA		
CLIN 411A	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Roll, White enriched, soft, pan baked, Dinner, 24 per package, fresh type II Phoenix VAHCS	400.00	EA		
CLIN 411E	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Roll, White enriched, soft, pan baked, Dinner, 24 per package, fresh type II Albuquerque VAHCS	300.00	EA		
CLIN 412A	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018	500.00	EA		

	Roll, Wheat enriched, soft, pan baked, Dinner, 24 per package, fresh type II Phoenix VAHCS				
CLIN 412E	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Roll, Wheat enriched, soft, pan baked, Dinner, 24 per package, fresh type II Albuquerque VAHCS	200.00	EA		
CLIN 412G	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Roll, Wheat enriched, soft, pan baked, Dinner, 24 per package, fresh type II Amarillo VAHCS	100.00	EA		
CLIN 413A	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Roll, English Muffin, 6 per package, fresh type 1X, sliced Phoenix VAHCS	300.00	EA		
CLIN 413B	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Roll, English Muffin, 6 per package, fresh type 1X, sliced Tucson VA Canteen	600.00	EA		
CLIN 414B	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 Bagels, White, sliced, 6 per package Tucson VA Canteen	800.00	EA		
				GRAND TOTAL	

Total Base Year: \$ _____
Total Option Year One: \$ _____
Total Option Year Two: \$ _____
Total Option Year Three: \$ _____
Total Option Year Four: \$ _____
Grand Total: \$ _____

B.5 Delivery Location

- A – Phoenix VA Healthcare System
Nutrition & Food Service – Stephanie Lucas
650 E Indian School Road
Phoenix, AZ 85012
- B – Tucson VA Canteen – Christine Hensley
3601 S 6th Avenue
Tucson, AZ 85723
- C – Tucson VA Healthcare System
Nutrition & Food Service – David Desrosier
3601 S 6th Avenue
Tucson, AZ 85723
- D – Prescott VA Healthcare System
Nutrition & Food Service – Beatriz Herrera
500 N Highway 89
Prescott, AZ 86313
- E – Albuquerque VA Healthcare System
Nutrition & Food Service – Karen Cleland
1501 San Pedro SE
Albuquerque, NM 87108
- F – Big Spring VA Healthcare System
Nutrition & Food Service – Marcia Merrell
300 Veterans Blvd
Big Spring, TX 79720
- G – Amarillo VA Healthcare System
Nutrition & Food Service – Annette Jenks-Chavez
6010 Amarillo Blvd. West
Amarillo, TX 79106

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (SEP 2013)

(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. 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. 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.

(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 Governmentwide 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;
- (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—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), 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 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—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(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.* 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. 4712 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, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations 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 1449.
- (8) Other documents, exhibits, and attachments
- (9) The specification.
- (t) *System for Award Management (SAM)*.

(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 SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating information in the SAM 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 SAM 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 SAM 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 SAM 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 SAM database. Information provided to the Contractor's SAM 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 SAM accessed through <https://www.acquisition.gov>.

(u) *Unauthorized Obligations*.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

- (i) Any such clause is unenforceable against the Government.
- (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of Clause)

ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

C.2 52.252-2 CLAUSES 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.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

(End of Clause)

C.3 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(End of Clause)

C.4 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

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

"Postconsumer fiber" means— (1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

(b) The Contractor is required to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on paper containing at least 30 percent postconsumer fiber, whenever practicable, when not using electronic commerce methods to submit information or data to the Government.

(End of Clause)

C.5 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 March 1, 2014 through September 30, 2018.

(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.

(End of Clause)

C.6 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 \$100.00, 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 \$10,000.00;

(2) Any order for a combination of items in excess of \$50,000.00; or

(3) A series of orders from the same ordering office within two (2) days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(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 three (3) 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.

(End of Clause)

C.7 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 September 30, 2018.

(End of Clause)

C.8 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

C.9 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of Clause)

C.10 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2014. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2014, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

C.11 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

C.12 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)

The offeror agrees, if awarded a contract, to use the service-disabled veteran-owned small businesses or veteran-owned small businesses proposed as subcontractors in accordance with 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, or to substitute one or more service-disabled veteran-owned small businesses or veteran-owned small businesses for subcontract work of the same or similar value.

(End of Clause)

C.13 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

C.14 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of Arizona, New Mexico and Texas. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

C.15 VAAR 852.246-71 INSPECTION (JAN 2008)

Rejected goods will be held subject to contractors order for not more than 15 days, after which the rejected merchandise will be returned to the contractor's address at his/her risk and expense. Expenses incident to the examination and testing of materials or supplies that have been rejected will be charged to the contractor's account.

(End of Clause)

C.16 VAAR 852.270-2 BREAD AND BAKERY PRODUCTS--QUANTITIES (JAN 2008)

The bidder agrees to furnish up to 25 percent more or 25 percent less than the quantities awarded when ordered by the Department of Veterans Affairs.

(End of Clause)

(End of Addendum to 52.212-4)

C.17 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2014)

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

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

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 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:

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

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

☐ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☐ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

☐ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (13) [Reserved]

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(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.

☒ (16) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).

- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (iv) Alternate III (JUL 2010) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (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.
- ☐ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (23) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ☐ (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- ☒ (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- ☒ (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (32) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- ☒ (34) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (36) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- ☐ (39)(i) 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.
- ☒ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- ☐ (41) 52.225-1, Buy American Act—Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- ☐ (42)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (MAR 2012) of 52.225-3.
- ☐ (iii) Alternate II (MAR 2012) of 52.225-3.
- ☐ (iv) Alternate III (NOV 2012) of 52.225-3.
- ☐ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ☒ (44) 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).

[] (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

[] (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

[] (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

[] (48) 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)).

[] (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[X] (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

[] (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

[] (52) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).

[] (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[] (54)(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.

(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:

[] (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) (Sep 2009) (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 (Sep 2009) (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.).

[] (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

[] (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

[] (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

[] (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(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 this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

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

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

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

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

(xii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

(xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 Bread Delivery Incident Form

D.2 Bread Delivery Quarterly Evaluation

D.3 Contractor Qualifications

D.4 Contractor Review Solicitation Checklist

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JUL 2013)

(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.

(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 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 System for Award Management (SAM) 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 number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM 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://www.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) *System for Award Management.* 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 SAM 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 SAM 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 SAM database accessed through <https://www.acquisition.gov>.

(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.

(End of Provision)

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

All questions must be in writing & emailed to carlos.jaquez@va.gov. All questions must be received no later than **March 12, 2014 2:00 PM ET**. The Government reserves the right to not answer questions not meeting this timeline if doing so would result in an amendment requiring an extension of the solicitation and to extend would not be in the best interest of the Government. **File #1, File # and File #3 must be submitted electronically to carlos.jaquez@va.gov.**

Submittal Instructions: Submit the following in three separate files.

1. File #1: Schedule.doc
 - a. Cover letter titled "Schedule RFQ VA258-14-Q-0005"
 - b. Signed SF 1449 (complete blocks 12, 17, 30a, 30b and 30c)
 - c. Complete Contract Administration Data on **page 4**.
 - d. Complete Price/Cost Schedule on **pages 15 through 50**.
 - e. Complete the certification on **page 10** and submit inspection(s).
 - f. Complete D.3 Contractor Qualifications.
 - g. Complete D.4 Contractor Review Solicitation Checklist.
2. File #2: Technical_Proposal.doc
 - a. Cover letter titled "Technical Proposal RFQ VA258-14-Q-0005"
 - b. The Technical Proposal document should follow the sequential order identified in "FAR 52.212-2 Evaluation-Commercial Items" on **pages 72 and 73**.
 - c. Each item in the Technical Proposal document must be clearly identified by its corresponding number and description.
 - d. **NO PRICE INFORMATION SHALL BE INCLUDED IN THE TECHNICAL PROPOSAL (File #2).**
3. File #3: Past_Performance.doc
 - a. Cover letter titled "Past Performance RFQ VA258-14-Q-0005"
 - b. The Past Performance document shall include the information found on **page 73**.

E.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

(End of Provision)

E.3 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION) (MAR 2012)

(a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

(1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) The offeror does ☐ does not ☐ have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The offeror, its officers or agents acting on its behalf have ☐ have not ☐ been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

E.4 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price, Requirements contract resulting from this solicitation.

(End of Provision)

E.5 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of Provision)

E.6 52.233-2 SERVICE OF PROTEST (SEP 2006)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Valeria Gutierrez, Contracting Officer

Carlos Jaquez, Contract Specialist

Hand-Carried Address:

Department of Veterans Affairs
SAO West NCO 18 El Paso
11495 Turner Road
Room 116
El Paso TX 79936-1372

Mailing Address:

Department of Veterans Affairs
SAO West NCO 18 El Paso
Attn: Carlos Jaquez, Contract Specialist
11495 Turner Road
El Paso TX 79936-1372

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

E.7 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)

(a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.

(b) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database. (<http://www.VetBiz.gov>).

(c) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database (<http://www.vetbiz.gov>).

(End of Provision)

E.8 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

(a) Any protest filed by an interested party shall:

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
- (5) Specifically request a ruling of the individual upon whom the protest is served;
- (6) State the form of relief requested; and
- (7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

E.9 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

E.10 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

E.11 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)

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

(End of Provision)

(End of Addendum to 52.212-1)

E.12 52.212-2 EVALUATION—COMMERCIAL ITEMS (JAN 1999)

(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:

1. Minimum Technical Capabilities
2. Past Performance
3. Cost/Price

The Lowest Price Technically Acceptable method of selection shall be used by the government for this procurement. Offeror shall conform with all portions of the Scope of Work (SOW).

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

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

(End of Provision)

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

Basis for Award

(a) The Government will award a contract resulting from this solicitation to the responsive, responsible offeror whose offer conforming to the solicitation is the lowest priced, technical acceptable offer. The following minimum qualifications must be met and should be addressed in the offeror's documentation:

MINIMUM TECHNICAL CAPABILITIES:

1. Provide the last 3 years of Certifications of Health Inspections (must have a passing rating).
2. Demonstrate compliance with performance standards of the Scope of Work (SOW).
3. Provide valid, legible expiration dates on all items.

PAST PERFORMANCE: Provide a list of Federal, State, local government, and private contracts under which you have provided the same services required in this solicitation within the last two years a minimum of three (3) facilities for whom exact services and have been furnished is required). This factor will indicate Performance History/Experience in relation to successful performance and ability to fulfill the requirements of this solicitation. The Government may also obtain information from customers known to the Government, consumer protection organizations, and any other sources that may have useful and relevant information with regards to performance history/experience. The Government will allow offerors an opportunity to comment on any negative past performance information obtained by the government. To assist in this determination, offerors are required to furnish the following information:

- (i) Dates of contract (beginning and ending).
- (ii) Name and address of facility where services were rendered.
- (iii) Telephone number and name of contact person for each facility.

(a) _____

(b) _____

(c) _____

COST/PRICE: The cost/price stated in the Section entitled Price/Costs Schedule is to be inclusive of all required products for the period of the contract.

(End of Provision)

E.12.1. EVALUATION PROCESS

Evaluation Process: All quotes will be evaluated based on their technical acceptability. The award decision will be based on the lowest priced, technically acceptable quote. To be considered technically acceptable, the offeror shall submit all the documents requested. **Award will be on an "all or none" basis; the offeror shall submit prices on all CLINs.**

(a) The following ratings will be used in evaluation offerors technical proposal:

Acceptable - To receive this rating, the offeror shall present a proposal that clearly and comprehensively addresses the technical acceptability factor. The offeror shall provide sufficient details for the Government to determine that the items offered satisfactorily meet the minimum requirements of the solicitation. The proposal shall clearly demonstrate that the offeror fully understands and is capable of performing the requirement for the total proposed price indicated in its proposal.

Unacceptable - An unacceptable rating will be assessed on any offeror that presents a proposal that demonstrates any of the following:

- (1) Fails to clearly and comprehensively address each of the factors.
- (2) Fails to provide sufficient detail for the Government to determine whether the proposal satisfactorily meets the minimum requirements of this solicitation in addressing the factors.
- (3) Fails to clearly demonstrate that the offeror fully understands and is technically capable to perform the requirements at its total proposed price.

(b) The following rating will be used in evaluation offerors past and present performance:

Favorable – Based on the offeror's past and present performance record, the Government has essentially no doubt that the offeror will be able to successfully perform the required effort.

Unfavorable – Based on the offeror's past and present performance record, the Government has significant doubt that the offeror will be able to successfully perform the required effort.

Neutral/Unknown Risk – No relevant performance record is identifiable upon which to base a meaningful performance risk prediction. A thorough search was unable to identify any relevant past and present performance information for the offeror or key team members/subcontractors or their key personnel. This is neither a negative nor a positive assessment.

(1) Evaluation of past and present performance will be subjective based on consideration of all relevant facts and circumstances. The currency, content, general trends, and relevance of the information in contractor's performance will be considered. Providing incorrect references and phone numbers may render your proposal as unacceptable.

(2) The government may also consider and use any additional information from its own files, databases such as the Past Performance Information Retrieval System, references provided by the offeror, or from any source it deems appropriate. The Government may survey references to verify information provided and may survey other sources known to the Government.

(3) If adverse past and present performance information is obtained, the respective point of contact will be contacted to obtain additional information about the circumstances surrounding the situation. Offerors will be given an opportunity to address unfavorable reports of past and present performance to which the offeror has not had a previous opportunity to respond. The offeror's response, or lack thereof, will be taken into consideration. If an offeror does not have a past and present performance history relating to the solicitation, the offeror will not be evaluated favorably or unfavorably, and a neutral rating will be given for this factor.

Note: Any offeror that receives a rating of unfavorable in past and present performance will not be considered.

Award will be made using the lowest-price, technically-acceptable source selection process. Award will be made to the offeror that presents the proposal that possesses all of the following characteristics:

- (1) meets the acceptability standards for non-price factors,
- (2) conforms to the solicitation,
- (3) determined acceptable to the Government,
- (4) is from a responsible (as defined in Federal Acquisition Regulation Part 9) Offeror
- (5) has the lowest price of those offerors meeting the first four characteristics listed here.

E.13 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2013)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"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.

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"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;
- (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 (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) 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.

"Sensitive technology"—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"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.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"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.

"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

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(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 SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After reviewing the SAM 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 .

(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 [] is, [] 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 [] is, [] 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 [] is, [] 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 [] is, [] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(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 [] is, [] is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It [] is, [] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *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 [] is a women-owned business concern.

(9) *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:

(10) [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—

(A) It [] is, [] 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 SAM Dynamic Small Business Search database maintained by the Small Business Administration, 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 [] has, [] 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) [] *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)(10)(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: _____.]

(11) *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 [] is, [] 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 [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(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 [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It [] has developed and has on file, [] 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

(ii) It [] 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 \$150,000.) 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 for other than COTS items, 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, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "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 for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "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."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian 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, Moroccan, Omani, Panamanian, or Peruvian 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, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

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]

(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) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III 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 Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian 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, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust

statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

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

(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. Sec. 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. Sec. 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. Sec. 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).*

(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.)

☐ (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 (or subcontractor in the case of an exempt subcontract) 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));

(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 the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

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

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) *Common parent.*

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations*

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.* (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212–3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)