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Table of Contents

SECTION A.....	1
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS.....	1
SECTION B - CONTINUATION OF SF 1449 BLOCKS	3
B.1 CONTRACT ADMINISTRATION DATA.....	3
B.2 DESCRIPTION/SPECIFICATION/WORK STATEMENT	5
B.3 SCHEDULE.....	7
B.4 DELIVERY LOCATIONS	36
SECTION C - CONTRACT CLAUSES	37
C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2014).....	37
C.2 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE.....	43
C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUL 2014)	43
C.4 52.216-18 ORDERING (OCT 1995)	49
C.5 52.216-19 ORDER LIMITATIONS (OCT 1995).....	50
C.6 52.216-22 INDEFINITE QUANTITY (OCT 1995)	51
C.7 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999).....	51
C.8 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).....	51
C.9 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984) 51	
C.10 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	52
C.11 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012).....	52
C.12 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)	53
C.13 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984).....	53
SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS.....	54
D.1 ADDITIONAL INSTRUCTIONS FOR OFFERORS	54
SECTION E - SOLICITATION PROVISIONS	55
E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (APR 2014)	55
E.2 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)	59
E.3 52.216-1 TYPE OF CONTRACT (APR 1984).....	60
E.4 52.217-5 EVALUATION OF OPTIONS (JUL 1990)	60
E.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998).....	60
E.6 52.212-2 EVALUATION—COMMERCIAL ITEMS (JAN 1999).....	60
E.7 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAY 2014).....	61

SECTION B - CONTINUATION OF SF 1449 BLOCKS**B.1 CONTRACT ADMINISTRATION DATA**

(continuation from Standard Form 1449, block 18A.)

1. Contract Administration: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR: TBD

b. GOVERNMENT: Contracting Officer MARY K HOELSCHER

Department of Veterans Affairs

VISN17 Network Contracting Activity

7400 Merton Minter Blvd. (10N17/90C)

San Antonio TX 78229

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

[X] 52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or

[] 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly []

b. Semi-Annually []

c. Other [X] 30 DAYS IN ARREARS

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

FMS-VA-2(101)

Financial Services Center

PO 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 DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. Exact quantities for delivery will be communicated to the Contractor by the Contracting Officer's Representative (COR) or assignee at each facility.
2. No deliveries will be made on Federal Holidays. All packaging shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug and Cosmetic Act and Regulations. The contractor shall deliver all products in a refrigerated state (temperature between 33 and 41 degrees Fahrenheit).
3. Pull dates on milk products shall not be less than seven (7) days from date of delivery. All products shall comply with latest edition of Federal Hospital Subsistence Guide G-1.
4. At no time shall afternoon delivery be acceptable.
5. Contractor is responsible to remove any empty racks, baskets or cartons when deliveries are made. Failure to pick up any excess racks, baskets or cartons may result in the items being disposed of by the facility.

DELIVERY SCHEDULE

The estimated quantities include the estimated requirements for both Canteen Service and Nutrition & Food Service. Both services are located within VISN 17 VA Medical Centers listed below. Separate delivery orders will be issued for each service. Orders, deliveries and billings shall be **separate and distinct for each service** at the contract price.

The Contractor agrees to provide the items indicated in the Schedule to the following VISN 17 VA Medical Centers as indicated below except for Federal Holidays:

1. South Texas Veterans Health Care System

- a. Audie L. Murphy Division, **Nutrition and Food Service**, 7400 Merton Minter Blvd., San Antonio, TX 78229, Main Kitchen – H001.

Five (5) deliveries per week, Monday – Friday between 6:00 a.m. – 8:00 a.m.

- b. Audie L. Murphy Division, **Canteen Service**, 7400 Merton Minter Blvd., San Antonio, TX 78229, Cafeteria Kitchen – 1st Floor

Five deliveries per week, Monday – Friday, between 7:00 a.m. – 9:00 a.m.

- c. Kerrville Division, **Nutrition and Food Service**, 3600 Memorial Blvd., Kerrville, TX 78028, Warehouse Building #11 – 3rd Floor.

Three (3) deliveries per week, Monday, Wednesday, Friday, 6:00 a.m. – 8:00 a.m.

- d. Kerrville Division, Canteen Service, 3600 Memorial Blvd., Kerrville, TX 78028

Three (3) deliveries per week, Monday, Wednesday, Friday 6:00 a.m. – 8:00 a.m.

2. North Texas Veterans Health Care System

- a. Dallas VAMC, **Nutrition & Food Service**, 4500 S. Lancaster Rd., Dallas, TX 75216, Main Kitchen, Building 2, 3rd Floor.

Four (4) deliveries per week, Monday, Tuesday, Thursday, Friday

7:00 a.m. – 9:00 a.m.

- b. Sam Rayburn Memorial Veterans Center, 1201 E. 9th St. Bonham, TX 75418

Three (3) deliveries per week, Monday, Wednesday, Friday

6:00 a.m. – 9:00 a.m.

- c. Dallas VMAC, **Canteen Service**, 4500 S. Lancaster Rd., Dallas, TX 75216

Basement Cafeteria – Main Floor Café VA – Main Floor Retail Store

Three (3) Deliveries per week, Monday, Wednesday, Friday

6:00 a.m. – 9:00 a.m.

- d. Fort Worth Outpatient Clinic, **Canteen Service**, 2201 S.E. Loop 820

Fort Worth, TX. 76119 Main Floor Cafeteria, Starbucks.

One (1) Delivery per week, Monday 7:00 a.m. – 9:00 a.m.

3. Central Texas Veterans Health Care System

Deliveries for all facilities in the Central Texas Veterans Health Care System shall be daily, Monday – Saturday 8:00 a.m. – 12:00 p.m.

- a. Integrated Clinical Facility – Temple, **Nutrition & Food Service and Canteen Service**, Building 163, Main Kitchen, 1901 Veterans Memorial Drive. Temple, TX 76504
- b. Integrated Clinical Facility – Waco, **Nutrition & Food Service and Canteen Service**, Building 202, Main Kitchen, 4800 Memorial Dr., Waco, TX 76711

B.3 SCHEDULE

South Texas Veterans Health Care System - STX - Milk & Dairy Products						
Base Year: April 1, 2015 through September 30, 2015						
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	MFG NAME / BRAND/NUMBER CODE
		ALL QUANTITIES ARE ESTIMATED				
0001 STX						
0001AA	Milk, Whole, Half Pint	32,000	ea			
0001AB	Milk, Lowfat 2%, Half Pint	0	ea			
0001AC	Milk, Lowfat 2%, Half Gallon	75	ea			
0001AD	Milk, Lowfat 1%, Half Pint	100,000	ea			
0001AE	Milk, Lowfat 2%, Plain with Added Vitamin A, Gallon	0	ea			
0001AF	Milk, Skim, 1/2 Gallon	0	ea			
0001AG	Milk, Skim, Half Pint	0	ea			
0001AH	Milk, Whole, Plain with Added Vitamin A, Gallon	115	ea			
0001AI	Milk, Chocolate, Whole, Half Pint	0	ea			
0001AJ	Buttermilk, Half Pint	0	ea			
0001AK	Cheese, Cottage, Lowfat Small Curd, 5lb Container	60	ea			
0001AL	Cheese, Cottage, Lowfat Small or Large Curd, 16lb Container	0	ea			
0001AM	Yogurt, Peach Fruit on Bottom, 6oz Container	0	ea			
0001AN	Yogurt, Strawberry Fruit on Bottom, 6oz Container	0	ea			
0001AO	Yogurt, Strawberry/Banana, Fruit on Bottom, 6oz Container	0	ea			
0001AP	Drink, Orange, Chilled, Gallon	1,250	ea			
0001AQ	Drink, Fruit Punch, Chilled, Gallon	1,500	ea			
0001AR	Drink, Grape, Chilled, Gallon	0	ea			
0001AS	Drink, Lemon, Chilled, Gallon	0	ea			
0001AT	Milk, Chocolate, Low Fat 1%, Half Pint	1,000	ea			
				TOTAL		

South Texas Veterans Health Care System - STX Canteen - Milk & Dairy Products						
Base Year: 1 April 2015 - 30 September 2015						
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	MFG NAME / BRAND/NUMBER CODE
		ALL QUANTITIES ARE ESTIMATED				
0002 STX CANTEEN						
0002AA	Milk, Whole, Half Pint	7,800	ea			
0002AB	Milk, Whole, Pint	0	ea			
0002AC	Milk, Skim, Gallon	0	ea			
0002AD	Milk, Lowfat 2%, Half Gallon	5,950	ea			
0002AE	Milk, Whole, Half Gallon	170	ea			
0002AF	Milk, Lowfat 2%, Pint	0	ea			
0002AG	Milk, Skim, Half Pint	7,300	ea			
0002AH	Milk, Lowfat 2%, Half Pint	0	ea			
0002AI	Milk, Skim, Pint	0	ea			
0002AJ	Milk, Chocolate, Half Pint	8,250	ea			
0002AK	Milk, Chocolate, Pint	0	ea			
0002AL	Cottage Cheese, Lowfat, Small Curd, 5lb Container	130	ea			
0002AM	Sour Cream, 5lb Container	10	ea			
0002AN	Buttermilk, Pint	0	ea			
0002AO	Cottage Cheese, Large or Small Curd, 5lb Container	0	ea			
0002AP	Milk, 1% Regular, Pint	0	ea			
0002AQ	Yogurt, Assorted Flavors, 6oz Container	0	ea			
				TOTAL		

North Texas Veterans Health Care System - NTX - Milk & Dairy Products						
Base Year: 1 April 2015 - 30 September 2015						
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	MFG NAME / BRAND/NUMBER C ODE
		ALL QUANTITIES ARE ESTIMATED				
0003 NTX						
0003AA	Milk, Whole, Half Pint	0	ea			
0003AB	Milk, Lowfat 2%, Half Pint	195,630	ea			
0003AC	Milk, Lowfat 2%, Half Gallon	0	ea			
0003AD	Milk, Lowfat 1%, Half Pint	0	ea			
0003AE	Milk, Lowfat 2%, Plain with Added Vitamin A, Gallon	0	150			
0003AF	Milk, Skim, 1/2 Gallon	150	ea			
0003AG	Milk, Skim, Half Pint	69,715	ea			
0003AH	Milk, Whole, Plain with Added Vitamin 1, Gallon	0	ea			
0003AI	Milk, Chocolate, Whole, Half Pint	22,500	ea			
0003AJ	Buttermilk, Half Pint	1,900	ea			
0003AK	Cheese, Cottage, Lowfat Small Curd, 5lb Container	0	ea			
0003AL	Cheese, Cottage, Lowfat Small or Large Curd, 16lb Container	1,020	ea			
0003AM	Yogurt, Peach Fruit on Bottom, 6oz Container	2,900	ea			
0003AN	Yogurt, Strawberry Fruit on Bottom, 6oz Container	2,580	ea			
0003AO	Yogurt, Strawberry/Banana, Fruit on Bottom, 6oz Container	2,250				
0003AP	Drink, Orange, Chilled, Gallon	325	ea			
0003AQ	Drink, Fruit Punch, Chilled, Gallon	325	ea			
0003AR	Drink, Grape, Chilled, Gallon	0	ea			
0003AS	Drink, Lemon, Chilled, Gallon	325	ea			
0003AT	Milk, Chocolate, Low Fat 1%, Half Pint	0	ea			
				TOTAL		

North Texas Veterans Health Care System - NTX Canteen - Milk & Dairy Products						
Base Year: 1 April 2015 - 30 September 2015						
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	MFG NAME / BRAND/NUMBER CODE
		ALL QUANTITIES ARE ESTIMATED				
0004 NTX CANTEEN						
0004AA	Milk, Whole, Half Pint	5,000	ea			
0004AB	Milk, Whole, Pint	0	ea			
0004AC	Milk, Skim, Gallon	1,000	ea			
0004AD	Milk, Lowfat 2%, Half Gallon	185	ea			
0004AE	Milk, Whole, Half Gallon	250	ea			
0004AF	Milk, Lowfat 2%, Pint	1,950	ea			
0004AG	Milk, Skim, Half Pint	5,200	ea			
0004AH	Milk, Lowfat 2%, Half Pint	5,150	ea			
0004AI	Milk, Skim, Pint	2,750	ea			
0004AJ	Milk, Chocolate, Half Pint	6,125	ea			
0004AK	Milk, Chocolate, Pint	5,075	ea			
0004AL	Cottage Cheese, Lowfat, Small Curd, 5lb Container	0	ea			
0004AM	Sour Cream, 5lb Container	0	ea			
0004AN	Buttermilk, Pint	0	ea			
0004AO	Cottage Cheese, Large or Small Curd, 5lb Container	0	ea			
0004AP	Milk, 1% Regular, Pint	0	ea			
0004AQ	Yogurt, Assorted Flavors, 6oz Container	1,250	ea			
				TOTAL		

Central Texas Veterans Health Care System - CTX - Milk & Dairy Products						
Base Year: 1 April 2015 - 30 September 2015						
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	MFG NAME / BRAND/NUMBER C ODE
		ALL QUANTITIES ARE ESTIMATED				
0005 CTX						
0005AA	Milk, Whole, Half Pint	0	ea			
0005AB	Milk, Lowfat 2%, Half Pint	42,000	ea			
0005AC	Milk, Lowfat 2%, Half Gallon	0	ea			
0005AD	Milk, Lowfat 1%, Half Pint	75,000	ea			
0005AE	Milk, Lowfat 2%, Plain with Added Vitamin A, Gallon	600	ea			
0005AF	Milk, Skim, 1/2 Gallon	0	ea			
0005AG	Milk, Skim, Half Pint	0	ea			
0005AH	Milk, Whole, Plain with Added Vitamin 1, Gallon	0	ea			
0005AI	Milk, Chocolate, Whole, Half Pint	750	ea			
0005AJ	Buttermilk, Half Pint	2,000	ea			
0005AK	Cheese, Cottage, Lowfat Small Curd, 5lb Container	475	ea			
0005AL	Cheese, Cottage, Lowfat Small or Large Curd, 16lb Container	0	ea			
0005AM	Yogurt, Peach Fruit on Bottom, 6oz Container	0	ea			
0005AN	Yogurt, Strawberry Fruit on Bottom, 6oz Container	0	ea			
0005AO	Yogurt, Strawberry/Banana, Fruit on Bottom 6oz Container	0				
0005AP	Drink, Orange, Chilled, Gallon	20	ea			
0005AQ	Drink, Fruit Punch, Chilled, Gallon	20	ea			
0005AR	Drink, Grape, Chilled, Gallon	20	ea			
0005AS	Drink, Lemon, Chilled, Gallon	0	ea			
0005AT	Milk, Chocolate, Low Fat 1%, Half Pint	0	ea			
				TOTAL		

Central Texas Veterans Health Care System - CTX Canteen - Milk & Dairy Products						
Base Year: 1 April 2015 - 30 September 2015						
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	MFG NAME / BRAND/NUMBER C ODE
		ALL QUANTITIES ARE ESTIMATED				
0006 CTX CANTEE N						
0006AA	Milk, Whole, Half Pint	0	ea			
0006AB	Milk, Whole, Pint	9,600	ea			
0006AC	Milk, Skim, Gallon	0	ea			
0006AD	Milk, Lowfat 2%, Half Gallon	0	ea			
0006AE	Milk, Whole, Half Gallon	0	ea			
0006AF	Milk, Lowfat 2%, Pint	7,800	ea			
0006AG	Milk, Skim, Half Pint	0	ea			
0006AH	Milk, Lowfat 2%, Half Pint	0	ea			
0006AI	Milk, Skim, Pint	0	ea			
0006AJ	Milk, Chocolate, Half Pint	0	ea			
0006AK	Milk, Chocolate, Pint	7,200	ea			
0006AL	Cottage Cheese, Lowfat, Small Curd, 5lb Container	0	ea			
0006AM	Sour Cream, 5lb Container	45	ea			
0006AN	Buttermilk, Pint	1,200	ea			
0006AO	Cottage Cheese, Large or Small Curd, 5lb Container	120	ea			
0006AP	Milk, 1% Regular, Pint	2,400	ea			
0006AQ	Yogurt, Assorted Flavors, 6oz Container	0	ea			
				TOTAL		
	TOTAL BASE YEAR					

South Texas Veterans Health Care System - STX - Milk & Dairy Products						
Option Year 1: 1 October, 2015 through September 30, 2016						
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	MFG NAME / BRAND/NUMBER C ODE
		ALL QUANTITIES ARE ESTIMATED				
1001 STX						
1001AA	Milk, Whole, Half Pint	65,000	ea			
1001AB	Milk, Lowfat 2%, Half Pint	0	ea			
1001AC	Milk, Lowfat 2%, Half Gallon	150	ea			
1001AD	Milk, Lowfat 1%, Half Pint	200,000	ea			
1001AE	Milk, Lowfat 2%, Plain with Added Vitamin A, Gallon	0	ea			
1001AF	Milk, Skim, 1/2 Gallon	0	ea			
1001AG	Milk, Skim, Half Pint	0	ea			
1001AH	Milk, Whole, Plain with Added Vitamin A, Gallon	225	ea			
1001AI	Milk, Chocolate, Whole, Half Pint	0	ea			
1001AJ	Buttermilk, Half Pint	0	ea			
1001AK	Cheese, Cottage, Lowfat Small Curd, 5lb Container	120	ea			
1001AL	Cheese, Cottage, Lowfat Small or Large Curd, 16lb Container	0	ea			
1001AM	Yogurt, Peach Fruit on Bottom, 6oz Container	0	ea			
1001AN	Yogurt, Strawberry Fruit on Bottom, 6oz Container	0	ea			
1001AO	Yogurt, Strawberry/Banana, Fruit on Bottom, 6oz Container	0	ea			
1001AP	Drink, Orange, Chilled, Gallon	2,500	ea			
1001AQ	Drink, Fruit Punch, Chilled, Gallon	3,000	ea			
1001AR	Drink, Grape, Chilled, Gallon	0	ea			
1001AS	Drink, Lemon, Chilled, Gallon	0	ea			
1001AT	Milk, Chocolate, Low Fat 1%, Half Pint	2,000	ea			
				TOTAL		

South Texas Veterans Health Care System - STX Canteen - Milk & Dairy Products						
Option Year 1: 1 October, 2015 through September 30, 2016						
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	MFG NAME / BRAND/NUMBER CODE
		ALL QUANTITIES ARE ESTIMATED				
1002 STX CANTEEN						
1002AA	Milk, Whole, Half Pint	15,600	ea			
1002AB	Milk, Whole, Pint	0	ea			
1002AC	Milk, Skim, Gallon	0	ea			
1002AD	Milk, Lowfat 2%, Half Gallon	11,900	ea			
1002AE	Milk, Whole, Half Gallon	340	ea			
1002AF	Milk, Lowfat 2%, Pint	0	ea			
1002AG	Milk, Skim, Half Pint	14,600	ea			
1002AH	Milk, Lowfat 2%, Half Pint	0	ea			
1002AI	Milk, Skim, Pint	0	ea			
1002AJ	Milk, Chocolate, Half Pint	16,500	ea			
1002AK	Milk, Chocolate, Pint	0	ea			
1002AL	Cottage Cheese, Lowfat, Small Curd, 5lb Container	260	ea			
1002AM	Sour Cream, 5lb Container	20	ea			
1002AN	Buttermilk, Pint	0	ea			
1002AO	Cottage Cheese, Large or Small Curd, 5lb Container	0	ea			
1002AP	Milk, 1% Regular, Pint	0	ea			
1002AQ	Yogurt, Assorted Flavors, 6oz Container	0	ea			
				TOTAL		

North Texas Veterans Health Care System - NTX - Milk & Dairy Products						
Option Year 1: 1 October, 2015 through September 30, 2016						
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	MFG NAME / BRAND/NUMBER C ODE
		ALL QUANTITIES ARE ESTIMATED				
1003 NTX						
1003AA	Milk, Whole, Half Pint	0	ea			
1003AB	Milk, Lowfat 2%, Half Pint	391,265	ea			
1003AC	Milk, Lowfat 2%, Half Gallon	0	ea			
1003AD	Milk, Lowfat 1%, Half Pint	0	ea			
1003AE	Milk, Lowfat 2%, Plain with Added Vitamin A, Gallon	0	150			
1003AF	Milk, Skim, 1/2 Gallon	290	ea			
1003AG	Milk, Skim, Half Pint	139,430	ea			
1003AH	Milk, Whole, Plain with Added Vitamin 1, Gallon	0	ea			
1003AI	Milk, Chocolate, Whole, Half Pint	45,000	ea			
1003AJ	Buttermilk, Half Pint	3,780	ea			
1003AK	Cheese, Cottage, Lowfat Small Curd, 5lb Container	0	ea			
1003AL	Cheese, Cottage, Lowfat Small or Large Curd, 16lb Container	2,010	ea			
1003AM	Yogurt, Peach Fruit on Bottom, 6oz Container	5,810	ea			
1003AN	Yogurt, Strawberry Fruit on Bottom, 6oz Container	5,160	ea			
1003AO	Yogurt, Strawberry/Banana, Fruit on Bottom, 6oz Container	4,525				
1003AP	Drink, Orange, Chilled, Gallon	650	ea			
1003AQ	Drink, Fruit Punch, Chilled, Gallon	650	ea			
1003AR	Drink, Grape, Chilled, Gallon	0	ea			
1003AS	Drink, Lemon, Chilled, Gallon	650	ea			
1003AT	Milk, Chocolate, Low Fat 1%, Half Pint	0	ea			
				TOTAL		

North Texas Veterans Health Care System - NTX Canteen - Milk & Dairy Products						
Option Year 1: 1 October, 2015 through September 30, 2016						
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	MFG NAME / BRAND/NUMBER C ODE
		ALL QUANTITIES ARE ESTIMATED				
1004 NTX CANTE EN						
1004AA	Milk, Whole, Half Pint	10,000	ea			
1004AB	Milk, Whole, Pint	0	ea			
1004AC	Milk, Skim, Gallon	2,000	ea			
1004AD	Milk, Lowfat 2%, Half Gallon	370	ea			
1004AE	Milk, Whole, Half Gallon	500	ea			
1004AF	Milk, Lowfat 2%, Pint	3,900	ea			
1004AG	Milk, Skim, Half Pint	10,400	ea			
1004AH	Milk, Lowfat 2%, Half Pint	10,300	ea			
1004AI	Milk, Skim, Pint	5,500	ea			
1004AJ	Milk, Chocolate, Half Pint	12,250	ea			
1004AK	Milk, Chocolate, Pint	10,150	ea			
1004AL	Cottage Cheese, Lowfat, Small Curd, 5lb Container	0	ea			
1004AM	Sour Cream, 5lb Container	0	ea			
1004AN	Buttermilk, Pint	0	ea			
1004AO	Cottage Cheese, Large or Small Curd, 5lb Container	0	ea			
1004AP	Milk, 1% Regular, Pint	0	ea			
1004AQ	Yogurt, Assorted Flavors, 6oz Container	2,500	ea			
				TOTAL		

Central Texas Veterans Health Care System - CTX - Milk & Dairy Products						
Option Year 1: 1 October, 2015 through September 30, 2016						
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	MFG NAME / BRAND/NUMBER C ODE
		ALL QUANTITIES ARE ESTIMATED				
1005 CTX						
1005AA	Milk, Whole, Half Pint	0	ea			
1005AB	Milk, Lowfat 2%, Half Pint	84,000	ea			
1005AC	Milk, Lowfat 2%, Half Gallon	0	ea			
1005AD	Milk, Lowfat 1%, Half Pint	150,000	ea			
1005AE	Milk, Lowfat 2%, Plain with Added Vitamin A, Gallon	1,200	ea			
1005AF	Milk, Skim, 1/2 Gallon	0	ea			
1005AG	Milk, Skim, Half Pint	0	ea			
1005AH	Milk, Whole, Plain with Added Vitamin 1, Gallon	0	ea			
1005AI	Milk, Chocolate, Whole, Half Pint	1,500	ea			
1005AJ	Buttermilk, Half Pint	4,000	ea			
1005AK	Cheese, Cottage, Lowfat Small Curd, 5lb Container	950	ea			
1005AL	Cheese, Cottage, Lowfat Small or Large Curd, 16lb Container	0	ea			
1005AM	Yogurt, Peach Fruit on Bottom, 6oz Container	0	ea			
1005AN	Yogurt, Strawberry Fruit on Bottom, 6oz Container	0	ea			
1005AO	Yogurt, Strawberry/Banana, Fruit on Bottom 6oz Container	0				
1005AP	Drink, Orange, Chilled, Gallon	35	ea			
1005AQ	Drink, Fruit Punch, Chilled, Gallon	35	ea			
1005AR	Drink, Grape, Chilled, Gallon	35	ea			
1005AS	Drink, Lemon, Chilled, Gallon	0	ea			
1005AT	Milk, Chocolate, Low Fat 1%, Half Pint	0	ea			
				TOTAL		

Central Texas Veterans Health Care System - CTX Canteen - Milk & Dairy Products						
Option Year 1: 1 October, 2015 through September 30, 2016						
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	MFG NAME / BRAND/NUMBER C ODE
		ALL QUANTITIES ARE ESTIMATED				
1006 CTX CANTE EN						
1006AA	Milk, Whole, Half Pint	0	ea			
1006AB	Milk, Whole, Pint	19,200	ea			
1006AC	Milk, Skim, Gallon	0	ea			
1006AD	Milk, Lowfat 2%, Half Gallon	0	ea			
1006AE	Milk, Whole, Half Gallon	0	ea			
1006AF	Milk, Lowfat 2%, Pint	15,600	ea			
1006AG	Milk, Skim, Half Pint	0	ea			
1006AH	Milk, Lowfat 2%, Half Pint	0	ea			
1006AI	Milk, Skim, Pint	0	ea			
1006AJ	Milk, Chocolate, Half Pint	0	ea			
1006AK	Milk, Chocolate, Pint	14,400	ea			
1006AL	Cottage Cheese, Lowfat, Small Curd, 5lb Container	0	ea			
1006AM	Sour Cream, 5lb Container	96	ea			
1006AN	Buttermilk, Pint	2,400	ea			
1006AO	Cottage Cheese, Large or Small Curd, 5lb Container	240	ea			
1006AP	Milk, 1% Regular, Pint	4,800	ea			
1006AQ	Yogurt, Assorted Flavors, 6oz Container	0	ea			
				TOTAL		
	TOTAL OPTION YEAR 1					

South Texas Veterans Health Care System - STX - Milk & Dairy Products						
Option Year2: 1 October 2016 through September 30, 2017						
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	MFG NAME / BRAND/NUMBER/CODE
		ALL QUANTITIES ARE ESTIMATED				
2001 STX						
2001AA	Milk, Whole, Half Pint	65,000	ea			
2001AB	Milk, Lowfat 2%, Half Pint	0	ea			
2001AC	Milk, Lowfat 2%, Half Gallon	150	ea			
2001AD	Milk, Lowfat 1%, Half Pint	200,000	ea			
2001AE	Milk, Lowfat 2%, Plain with Added Vitamin A, Gallon	0	ea			
2001AF	Milk, Skim, 1/2 Gallon	0	ea			
2001AG	Milk, Skim, Half Pint	0	ea			
2001AH	Milk, Whole, Plain with Added Vitamin A, Gallon	225	ea			
2001AI	Milk, Chocolate, Whole, Half Pint	0	ea			
2001AJ	Buttermilk, Half Pint	0	ea			
2001AK	Cheese, Cottage, Lowfat Small Curd, 5lb Container	120	ea			
2001AL	Cheese, Cottage, Lowfat Small or Large Curd, 16lb Container	0	ea			
2001AM	Yogurt, Peach Fruit on Bottom, 6oz Container	0	ea			
2001AN	Yogurt, Strawberry Fruit on Bottom, 6oz Container	0	ea			
2001AO	Yogurt, Strawberry/Banana, Fruit on Bottom, 6oz Container	0	ea			
2001AP	Drink, Orange, Chilled, Gallon	2,500	ea			
2001AQ	Drink, Fruit Punch, Chilled, Gallon	3,000	ea			
2001AR	Drink, Grape, Chilled, Gallon	0	ea			
2001AS	Drink, Lemon, Chilled, Gallon	0	ea			
2001AT	Milk, Chocolate, Low Fat 1%, Half Pint	2,000	ea			
				TOTAL		

South Texas Veterans Health Care System - STX Canteen - Milk & Dairy Products						
Option Year2: 1 October 2016 through September 30, 2017						
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	MFG NAME / BRAND/NUMBER C ODE
		ALL QUANTITIES ARE ESTIMATED				
2002 STX CANTE EN						
2002AA	Milk, Whole, Half Pint	15,600	ea			
2002AB	Milk, Whole, Pint	0	ea			
2002AC	Milk, Skim, Gallon	0	ea			
2002AD	Milk, Lowfat 2%, Half Gallon	11,900	ea			
2002AE	Milk, Whole, Half Gallon	340	ea			
2002AF	Milk, Lowfat 2%, Pint	0	ea			
2002AG	Milk, Skim, Half Pint	14,600	ea			
2002AH	Milk, Lowfat 2%, Half Pint	0	ea			
2002AI	Milk, Skim, Pint	0	ea			
2002AJ	Milk, Chocolate, Half Pint	16,500	ea			
2002AK	Milk, Chocolate, Pint	0	ea			
2002AL	Cottage Cheese, Lowfat, Small Curd, 5lb Container	260	ea			
2002AM	Sour Cream, 5lb Container	20	ea			
2002AN	Buttermilk, Pint	0	ea			
2002AO	Cottage Cheese, Large or Small Curd, 5lb Container	0	ea			
2002AP	Milk, 1% Regular, Pint	0	ea			
2002AQ	Yogurt, Assorted Flavors, 6oz Container	0	ea			
				TOTAL		

North Texas Veterans Health Care System - NTX - Milk & Dairy Products						
Option Year2: 1 October 2016 through September 30, 2017						
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	MFG NAME / BRAND/NUMBER C ODE
		ALL QUANTITIES ARE ESTIMATED				
2003 NTX						
2003AA	Milk, Whole, Half Pint	0	ea			
2003AB	Milk, Lowfat 2%, Half Pint	391,265	ea			
2003AC	Milk, Lowfat 2%, Half Gallon	0	ea			
2003AD	Milk, Lowfat 1%, Half Pint	0	ea			
2003AE	Milk, Lowfat 2%, Plain with Added Vitamin A, Gallon	0	150			
2003AF	Milk, Skim, 1/2 Gallon	290	ea			
2003AG	Milk, Skim, Half Pint	139,430	ea			
2003AH	Milk, Whole, Plain with Added Vitamin 1, Gallon	0	ea			
2003AI	Milk, Chocolate, Whole, Half Pint	45,000	ea			
2003AJ	Buttermilk, Half Pint	3,780	ea			
2003AK	Cheese, Cottage, Lowfat Small Curd, 5lb Container	0	ea			
2003AL	Cheese, Cottage, Lowfat Small or Large Curd, 16lb Container	2,010	ea			
2003AM	Yogurt, Peach Fruit on Bottom, 6oz Container	5,810	ea			
2003AN	Yogurt, Strawberry Fruit on Bottom, 6oz Container	5,160	ea			
2003AO	Yogurt, Strawberry/Banana, Fruit on Bottom, 6oz Container	4,525				
2003AP	Drink, Orange, Chilled, Gallon	650	ea			
2003AQ	Drink, Fruit Punch, Chilled, Gallon	650	ea			
2003AR	Drink, Grape, Chilled, Gallon	0	ea			
2003AS	Drink, Lemon, Chilled, Gallon	650	ea			
2003AT	Milk, Chocolate, Low Fat 1%, Half Pint	0	ea			
				TOTAL		

North Texas Veterans Health Care System - NTX Canteen - Milk & Dairy Products						
Option Year2: 1 October 2016 through September 30, 2017						
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	MFG NAME / BRAND/NUMBER CODE
		ALL QUANTITIES ARE ESTIMATED				
2004 NTX CANTEEN						
2004AA	Milk, Whole, Half Pint	10,000	ea			
2004AB	Milk, Whole, Pint	0	ea			
2004AC	Milk, Skim, Gallon	2,000	ea			
2004AD	Milk, Lowfat 2%, Half Gallon	370	ea			
2004AE	Milk, Whole, Half Gallon	500	ea			
2004AF	Milk, Lowfat 2%, Pint	3,900	ea			
2004AG	Milk, Skim, Half Pint	10,400	ea			
2004AH	Milk, Lowfat 2%, Half Pint	10,300	ea			
2004AI	Milk, Skim, Pint	5,500	ea			
2004AJ	Milk, Chocolate, Half Pint	12,250	ea			
2004AK	Milk, Chocolate, Pint	10,150	ea			
2004AL	Cottage Cheese, Lowfat, Small Curd, 5lb Container	0	ea			
2004AM	Sour Cream, 5lb Container	0	ea			
2004AN	Buttermilk, Pint	0	ea			
2004AO	Cottage Cheese, Large or Small Curd, 5lb Container	0	ea			
2004AP	Milk, 1% Regular, Pint	0	ea			
2004AQ	Yogurt, Assorted Flavors, 6oz Container	2,500	ea			
				TOTAL		

Central Texas Veterans Health Care System - CTX - Milk & Dairy Products						
Option Year2: 1 October 2016 through September 30, 2017						
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	MFG NAME / BRAND/NUMBER C ODE
		ALL QUANTITIES ARE ESTIMATED				
2005 CTX						
2005AA	Milk, Whole, Half Pint	0	ea			
2005AB	Milk, Lowfat 2%, Half Pint	84,000	ea			
2005AC	Milk, Lowfat 2%, Half Gallon	0	ea			
2005AD	Milk, Lowfat 1%, Half Pint	150,000	ea			
2005AE	Milk, Lowfat 2%, Plain with Added Vitamin A, Gallon	1,200	ea			
2005AF	Milk, Skim, 1/2 Gallon	0	ea			
2005AG	Milk, Skim, Half Pint	0	ea			
2005AH	Milk, Whole, Plain with Added Vitamin 1, Gallon	0	ea			
2005AI	Milk, Chocolate, Whole, Half Pint	1,500	ea			
2005AJ	Buttermilk, Half Pint	4,000	ea			
2005AK	Cheese, Cottage, Lowfat Small Curd, 5lb Container	950	ea			
2005AL	Cheese, Cottage, Lowfat Small or Large Curd, 16lb Container	0	ea			
2005AM	Yogurt, Peach Fruit on Bottom, 6oz Container	0	ea			
2005AN	Yogurt, Strawberry Fruit on Bottom, 6oz Container	0	ea			
2005AO	Yogurt, Strawberry/Banana, Fruit on Bottom 6oz Container	0				
2005AP	Drink, Orange, Chilled, Gallon	35	ea			
2005AQ	Drink, Fruit Punch, Chilled, Gallon	35	ea			
2005AR	Drink, Grape, Chilled, Gallon	35	ea			
2005AS	Drink, Lemon, Chilled, Gallon	0	ea			
2005AT	Milk, Chocolate, Low Fat 1%, Half Pint	0	ea			
				TOTAL		

Central Texas Veterans Health Care System - CTX Canteen - Milk & Dairy Products						
Option Year2: 1 October 2016 through September 30, 2017						
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	MFG NAME / BRAND/NUMBER C ODE
		ALL QUANTITIES ARE ESTIMATED				
2006 CTX CANTEE N						
2006AA	Milk, Whole, Half Pint	0	ea			
2006AB	Milk, Whole, Pint	19,200	ea			
2006AC	Milk, Skim, Gallon	0	ea			
2006AD	Milk, Lowfat 2%, Half Gallon	0	ea			
2006AE	Milk, Whole, Half Gallon	0	ea			
2006AF	Milk, Lowfat 2%, Pint	15,600	ea			
2006AG	Milk, Skim, Half Pint	0	ea			
2006AH	Milk, Lowfat 2%, Half Pint	0	ea			
2006AI	Milk, Skim, Pint	0	ea			
2006AJ	Milk, Chocolate, Half Pint	0	ea			
2006AK	Milk, Chocolate, Pint	14,400	ea			
2006AL	Cottage Cheese, Lowfat, Small Curd, 5lb Container	0	ea			
2006AM	Sour Cream, 5lb Container	96	ea			
2006AN	Buttermilk, Pint	2,400	ea			
2006AO	Cottage Cheese, Large or Small Curd, 5lb Container	240	ea			
2006AP	Milk, 1% Regular, Pint	4,800	ea			
2006AQ	Yogurt, Assorted Flavors, 6oz Container	0	ea			
				TOTAL		
	TOTAL OPTION YEAR 2					
	TOTAL BASE YEAR + OPTIONS					

ALL STATIONS						
A00002 – DELETES OPTION YEAR 3 ALL STATIONS						
Option Year 3: 1 October 2017 through September 30, 2018						
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	MFG NAME / BRAND/NUMBER C ODE

ALL STATIONS						
A00002 – DELETES OPTION YEAR 4 ALL STATIONS						
Option Year 4: 1 October 2018 through September 30, 2019						
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	MFG NAME / BRAND/NUMBER C ODE

B.4 DELIVERY LOCATIONS

DELIVERY LOCATIONS

SOUTH TEXAS (STX)

Audie L. Murphy Division (San Antonio) 7400 Merton Minter Blvd. San Antonio, TX 78229

Kerrville Division (Kerrville) 3600 Memorial Blvd. Kerrville, TX 78028

NORTH TEXAS (NTX)

North Texas Veterans Healthcare System, Dallas VA, 4500 South Lancaster Road, Dallas, Texas 75216

Sam Rayburn Memorial Veterans Center, 1201 East Ninth Street, Bonham, Texas 75418

Dallas VMAC, **Canteen Service**, 4500 S. Lancaster Rd., Dallas, TX 75216

Basement Cafeteria – Main Floor Café VA – Main Floor Retail Store

Fort Worth Outpatient Clinic, **Canteen Service**, 2201 S.E. Loop 820

Fort Worth, TX. 76119 Main Floor Cafeteria, Starbucks.

CENTRAL TEXAS (CTX)

Central Texas Veterans Healthcare System, 1901 Veterans Memorial Drive, Temple, Texas 76504

Waco, Nutrition and Food Services, 4800 Memorial Drive, Waco, Texas 76711

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2014)

(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 41 U.S.C. chapter 71, Contract Disputes. 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 41 U.S.C. 7109, 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. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 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. chapter 21 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:

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.247-34	F.O.B. DESTINATION	NOV 1991

(End of Addendum to 52.212-4)

C.2 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUL 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) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(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. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(41 U.S.C. 3509).

☐ (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) [Reserved]

☐ (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 (MAY 2014) (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 (JUL 2014) (38 U.S.C. 4212).
- ☒ (33) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☒ (34) 52.222-37, Employment Reports on Veterans (JUL 2014) (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)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-13.

☐ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-14.

☐ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-16.

☒ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (43) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (44)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (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 (MAY 2014) of 52.225-3.

☐ (iii) Alternate II (MAY 2014) of 52.225-3.

☐ (iv) Alternate III (MAY 2014) of 52.225-3.

☐ (45) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (46) 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).

☐ (47) 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).

- ☐ (48) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
 - ☐ (49) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
 - ☐ (50) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
 - ☐ (51) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
 - ☒ (52) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
 - ☒ (53) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
 - ☐ (54) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
 - ☐ (55) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
 - ☐ (56)(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 Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
 - ☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
 - ☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
 - ☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
 - ☐ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).
 - ☐ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).
 - ☐ (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

[] (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

[X] (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) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (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 (MAY 2014) (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 (JUL 2014) (38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(vii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

(viii) 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.

(ix) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(x) 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)).

(xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

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

(xiv) 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).

(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xvi) 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)

C.4 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 the effective date of the contract through the end of the effective period.

(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.5 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 \$3,000.00, 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 \$100,000.00;

(2) Any order for a combination of items in excess of \$100,000.00; or

(3) A series of orders from the same ordering office within 5 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 5 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.6 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 09/30/2019.

(End of Clause)

C.7 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.8 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 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

C.9 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 09/30/2015. 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 09/30/2015, 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)

C.10 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)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
852.203-70	COMMERCIAL ADVERTISING	JAN 2008

C.11 VAAR 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.12 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)

The following provisions or clauses incorporated by reference in this solicitation must be completed by the offeror or prospective contractor and submitted with the quotation or offer. Copies of these provisions or clauses are available on the Internet at the Web sites provided in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, or the clause at FAR 52.252-2, Clauses Incorporated by Reference. Copies may also be obtained from the contracting officer.

[Contracting officer shall list all FAR and 48 CFR Chapter 8 (VAAR) provisions and clauses incorporated by reference that must be completed by the offeror or prospective contractor and submitted with the quotation or offer.]

(End of Provision)

C.13 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 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)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

ADDITIONAL INSTRUCTIONS FOR SUBMISSION OF OFFERS

COMMUNICATIONS REGARDING THIS SOLICITATION

TELEPHONIC REQUESTS FOR INFORMATION REGARDING THIS SOLICITATION WILL NOT BE HONORED.

All questions MUST be submitted in writing via email NO LATER THAN BY 2:00 PM Central Standard Time, **FRIDAY**, 2 January 2015. Questions must be submitted to Mary.Hoelscher@va.gov SUBJECT: **VA257-15-Q-0340, Milk & Dairy Products**. File attachments should be no larger than 5MB. Answers to questions will be addressed via an amendment to the solicitation which will be posted to FedBizOpps.gov at web site <https://www.fbo.gov/> as soon as possible after the deadline for questions has closed. In the event multiple questions address the same issue, the Government reserves the right to answer a representative question that best exemplifies the issue.

Evaluation of offers will be based on capability to meet the Government requirements, and price. Award will be made to the offeror whose offer is determined to represent the best value to the Government.

All offers must be received at the following address by 2PM, CST, 15 January 2015.

**Department of Veterans Affairs
ATTN: Mary K Hoelscher
Network Contracting Office 17 (NCO17)
2002 Scott Blvd
Temple, TX 76504**

Electronic copies must be sent to Mary.Hoelscher@va.gov. Subject line should read **VA257-15-Q-0340 Milk & Dairy Products**.

SECTION E - SOLICITATION PROVISIONS

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	DEC 2012

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (APR 2014)

(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 (<https://assist.dla.mil/online/start/>);

(ii) Quick Search (<http://quicksearch.dla.mil/>);

(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 (<https://assist.dla.mil/wizard/index.cfm>);

(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:

(End of Addendum to 52.212-1)

E.2 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.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a FIRM FIXED PRICE INDEFINITE DELIVERY INDEFINITE QUANTITY contract resulting from this solicitation.

(End of Provision)

E.4 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

E.5 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.6 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:

PRICE

Technical and past performance, when combined, are equal.

(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)

E.7 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (MAY 2014)

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 Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—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—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—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American—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—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—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—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—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—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American—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—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

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

[List as necessary]

(4) *Buy American—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—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 statute. 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 Labor Standards.* (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 Labor Standards 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)