

Statement of Work for Milk and Dairy Products

Veterans Integrated Service Network 2 (VISN 2) VA Upstate New York Healthcare System

1. OVERVIEW: The Contractor shall provide milk and dairy products to the Department of Veterans Affairs (VA) Upstate New York Healthcare System facilities (hereafter referred to as the VA) listed below for fiscal years 2017 and 2018.

VA Western New York Healthcare System (Batavia)
222 Richmond Avenue
Batavia, NY 14202

VA Western New York Healthcare System (Buffalo)
3495 Bailey Avenue
Buffalo, NY 14215

* Interested vendors may submit proposals for any of the facilities listed above. Vendors must bid on all items for a particular facility (or facilities) or the bid will be deemed non-responsive and will not be considered for award.

The VA intends to award a firm, fixed price contract for the provision of milk and dairy products. The quantities listed in the attached Pricing Schedule are estimated requirements for the Nutrition & Food Services. The Contractor shall be a United States (US) Vendor and a US citizen.

2. SCOPE OF WORK:

A. General: The scope of this requirement involves providing milk and dairy products, which conform to the specifications outlined and referenced herein to the VA's Nutrition & Food Service, located at the addresses shown in paragraph 1 above.

B. Quantities: The quantities listed in the attached Pricing List represent the estimated quantities that will be ordered over the base period and option year. The actual quantity ordered may vary from this estimate but shall not exceed the total estimated quantity for the base and one (1) option year without the prior written approval of the Contracting Officer.

C. Period of Performance: **The period of performance for the provision of milk and dairy products shall be a base period from October 01, 2016 through September 30, 2017 with the possibility of one (1) option year period from October 01, 2017 through September 30, 2018.** The decision to exercise the option year rests solely with the Government.

*****Please provide pricing information on tables below*****

The following items shall be delivered to the VA Medical Center, 222 Richmond Avenue, Batavia, NY 14202. Deliveries must be made FOB destination on Monday, Tuesday, Thursday and Friday between 8:00 am and 11:00 am excluding national holidays. Requirements are for the period 10/01/2016 through 9/30/2018:

VAMC Batavia, NY - Base Year (October 1, 2016 through September 30, 2017)

Item #	Description	Quantity	Unit	Unit Cost	Total Cost
1	MILK, SKIM CID A-A 20113, GROUP A, PASTEURIZED TYPE V, HOMOGENIZED, LESS THAN 0.5% MILKFAT WITH ADDED VITAMIN A AND NONFAT MILK SOLIDS, HALF PINT CONTAINER	12,000	CO		
2	FLAVORED MILK, CHOCOLATE, HOMOGENIZED CID AA 20113, GROUP C PASTEURIZED TYPE VI, ADCOP CLASS 2, CHOCOLATE FLAVORED MILK, LOWFAT, HALF PINT CONTAINER	15,000	CO		
3	MILK, LOW FAT,CID AA 20013, GROUP A, FRESH PASTEURIZED, HOMOGENIZED, 2% MAX MILKFAT, ADDED VITAMIN A, 1 GALLON CONTAINER	30	GL		
4	MILK, LOW FAT,CID AA 20013, GROUP A, FRESH PASTEURIZED, HOMOGENIZED, 2% MAX MILKFAT, ADDED VITAMIN A, HALF-PINT CONTAINER	75,000	CO		
5	MILK, WHOLE, HOMOGENIZED, HALF PINT CONTAINER	11,000	CO		
6	MILK-LACTAID- 1 QT CONTAINER	600	QT		
7	YOGURT, ASSORTED FLAVORS, CHILLED, FAT FREE W/AB CULTURES, 4 OZ DISPOSABLE CONTAINER	7,700	CO		
8	COTTAGE CHEESE, SMALL CURD, 5 LB CONTAINER	115	CO		
9	PREMIUM EGG NOG, QT	15	QT		

10	INDIV COTTAGE CHEESE 4 OZ	TBD	CO		
11	INDIV ICED TEA (4 TO 8 OZ SIZE)	TBD	CO		
12	INDIV ICED TEA DECAF (4 TO 8 OZ SIZE)	TBD	CO		

TOTAL AGREGATE PRICE BASE PERIOD:

VAMC Batavia, NY - Option Year 1 (October 1, 2017 through September 30, 2018)

Item #	Description	Quantity	Unit	Unit Cost	Total Cost
1	MILK, SKIM CID A-A 20113, GROUP A, PASTEURIZED TYPE V, HOMOGENIZED, LESS THAN 0.5% MILKFAT WITH ADDED VITAMIN A AND NONFAT MILK SOLIDS, HALF PINT CONTAINER	12,000	CO		
2	FLAVORED MILK, CHOCOLATE, HOMOGENIZED CID AA 20113, GROUP C PASTEURIZED TYPE VI, ADCOP CLASS 2, CHOCOLATE FLAVORED MILK, LOWFAT, HALF PINT CONTAINER	15,000	CO		
3	MILK, LOW FAT,CID AA 20013, GROUP A, FRESH PASTEURIZED, HOMOGENIZED, 2% MAX MILKFAT, ADDED VITAMIN A, 1 GALLON CONTAINER	30	GL		
4	MILK, LOW FAT,CID AA 20013, GROUP A, FRESH PASTEURIZED, HOMOGENIZED, 2% MAX MILKFAT, ADDED VITAMIN A, HALF-PINT CONTAINER	75,000	CO		
5	MILK, WHOLE, HOMOGENIZED, HALF PINT CONTAINER	11,000	CO		
6	MILK-LACTAID- 1 QT CONTAINER	600	QT		
7	YOGURT, ASSORTED FLAVORS, CHILLED, FAT FREE W/AB CULTURES, 4 OZ DISPOSABLE CONTAINER	7700	CO		
8	COTTAGE CHEESE, SMALL CURD, 5 LB CONTAINER	115	GL		
9	PREMIUM EGG NOG, QT	15	QT		
10	INDIV COTTAGE CHEESE 4 OZ	TBD	CO		
11	INDIV ICED TEA (4 TO 8 OZ SIZE)	TBD	CO		
12	INDIV ICED TEA DECAF (4 TO 8 OZ SIZE)	TBD	CO		

TOTAL AGREGATE PRICE OPTION YEAR 1:

VAMC Batavia

Base Year October 1, 2016 through September 30, 2017 \$

Option Year 1 October 1, 2017 through September 30, 2018 \$

Total Aggregate Price Base + 1 one-year option \$

The following items shall be delivered to the VA Medical Center, 3495 Bailey Avenue, Buffalo, NY 14215. Deliveries must be made FOB destination on Monday, Tuesday, Thursday and Friday between 8:00 am and 11:00 am excluding national holidays. Requirements are for the period 10/01/2016 through 9/30/2018:

VAMC Buffalo, NY - Base Year (October 1, 2016 through September 30, 2017)

Item #	Description	Quantity	Unit	Unit Cost	Total Cost
1	MILK, SKIM, CID A-A 20113, GROUP A, PASTEURIZED TYPE V, HOMOGENIZED, LESS THAN 0.5% MILKFAT WITH ADDED VITAMIN A AND NONFAT MILK SOLIDS, HALF PINT CONTAINER	29,000	CO		
2	MILK, SKIM, CID A-A 20113, GROUP A, PASTEURIZED TYPE V, HOMOGENIZED, LESS THAN 0.5% MILKFAT WITH ADDED VITAMIN A AND NONFAT MILK SOLIDS, 4 OZ CONTAINER	10,000	CO		
3	FLAVORED MILK, CHOCOLATE, HOMOGENIZED CID AA 20113, GROUP C PASTEURIZED TYPE VI, ADCOP CLASS 2, CHOCOLATE FLAVORED MILK, LOWFAT, HALF PINT CONTAINER	12,000	CO		
4	MILK (WHOLE MILK), HOMOGENIZED, CID A-A 20113, GROUP A, PASTEURIZED, ADCOP, VITAMINS A AND D ADDED, TYPE I, HALF-PINT CONTAINER	9,000	CO		
5	MILK, LOW FAT, CID AA 20013, GROUP A, FRESH PASTEURIZED, HOMOGENIZED, 2% MAX MILKFAT, ADDED VITAMIN A, 1 GALLON CONTAINER	700	GL		
6	MILK, LOW FAT, CID AA 20013, GROUP A, FRESH PASTEURIZED, HOMOGENIZED, 2% MAX MILKFAT, ADDED VITAMIN A, HALF-PINT CONTAINER	95,000	QT		
7	MILK, LOW FAT, CID A-A 20013, GROUP A, FRESH PASTEURIZED, HOMOGENIZED, 2% MAX MILKFAT, ADDED VITAMIN A, 4 OZ CONTAINER	16,000	CO		

8	MILK, LACTAID, 1 QT CONTAINER	1,100	QT		
9	CREAM, SOUR, HOMOGENIZED, CULTURED, 18.0% MIN. BUTTERFAT, PLAIN, 5 LB CONTAINER	50	CO		
10	YOGURT, ASSORTED FLAVORS, CHILLED, FAT FREE W/AB CULTURES, 4 OZ DISPOSABLE CONTAINER	7,100	CO		
11	COTTAGE CHEESE, SMALL CURD, 5 LB CONTAINER	90	CO		
12	PREMIUM EGG NOG, 1 QT CONTAINER	50	QT		
13	INDIV COTTAGE CHEESE 4 OZ	TBD	CO		
14	INDIV ICED TEA (4 TO 8 OZ SIZE)	TBD	CO		
15	INDIV ICED TEA DECAF (4 TO 8 OZ SIZE)	TBD	CO		

TOTAL AGREGATE PRICE BASE PERIOD:

VAMC Buffalo, NY - Option Year 1 (October 1, 2017 through September 30, 2018)

Item #	Description	Quantity	Unit	Unit Cost	Total Cost
1	MILK, SKIM, CID A-A 20113, GROUP A, PASTEURIZED TYPE V, HOMOGENIZED, LESS THAN 0.5% MILKFAT WITH ADDED VITAMIN A AND NONFAT MILK SOLIDS, HALF PINT CONTAINER	29,000	CO		
2	MILK, SKIM, CID A-A 20113, GROUP A, PASTEURIZED TYPE V, HOMOGENIZED, LESS THAN 0.5% MILKFAT WITH ADDED VITAMIN A AND NONFAT MILK SOLIDS, 4 OZ CONTAINER	10,000	CO		
3	FLAVORED MILK, CHOCOLATE, HOMOGENIZED CID AA 20113, GROUP C PASTEURIZED TYPE VI, ADCOP CLASS 2, CHOCOLATE FLAVORED MILK, LOWFAT, HALF PINT CONTAINER	12,000	CO		
4	MILK (WHOLE MILK), HOMOGENIZED, CID A-A 20113, GROUP A, PASTEURIZED, ADCOP, VITAMINS A AND D ADDED, TYPE I, HALF-PINT CONTAINER	9,000	CO		
5	MILK, LOW FAT, CID AA 20013, GROUP A, FRESH PASTEURIZED, HOMOGENIZED, 2% MAX MILKFAT, ADDED VITAMIN A, 1 GALLON CONTAINER	700	GL		
6	MILK, LOW FAT, CID AA 20013, GROUP A, FRESH PASTEURIZED, HOMOGENIZED, 2% MAX MILKFAT, ADDED VITAMIN A, HALF-PINT CONTAINER	95,000	QT		
7	MILK, LOW FAT, CID A-A 20013, GROUP A, FRESH PASTEURIZED, HOMOGENIZED, 2% MAX MILKFAT, ADDED VITAMIN A, 4 OZ CONTAINER	16,000	CO		
8	MILK, LACTAID, 1 QT CONTAINER	1,100	QT		
9	CREAM, SOUR, HOMOGENIZED, CULTURED, 18.0% MIN. BUTTERFAT, PLAIN, 5 LB CONTAINER	50	CO		

10	YOGURT, ASSORTED FLAVORS, CHILLED, FAT FREE W/AB CULTURES, 4 OZ DISPOSABLE CONTAINER	7,100	CO		
11	COTTAGE CHEESE, SMALL CURD, 5 LB CONTAINER	90	CO		
12	PREMIUM EGG NOG, 1 QT CONTAINER	50	QT		
13	INDIV COTTAGE CHEESE 4 OZ	TBD	CO		
14	INDIV ICED TEA (4 TO 8 OZ SIZE)	TBD	CO		
15	INDIV ICED TEA DECAF (4 TO 8 OZ SIZE)	TBD	CO		

TOTAL AGREGATE PRICE OPTION YEAR 1:

VAMC Buffalo

Base Year October 1, 2016 through September 30, 2017 \$

Option Year 1 October 1, 2017 through September 30, 2018 \$

Total Aggregate Price Base + 1 one-year option \$

3. RECOGNIZED FEDERAL HOLIDAYS:

January 1	New Year's Day
3 rd Monday – January	Martin Luther King, Jr. Day
3 rd Monday – February	Presidents Day
Last Monday – May	Memorial Day
July 4	Independence Day
1 st Monday - September	Labor Day
2 nd Monday – October	Columbus Day
November 11	Veterans Day
4 th Thursday – November	Thanksgiving
December 25 th	Christmas Day

Contractor shall not be required to deliver products on national holidays as listed below and any other day specifically declared by the President of the United States to be a national holiday.

4. DISASTERS / EMERGENCIES

The Contractor must be able to ensure delivery to the VA at all times, inclusive of disasters, and/or any other emergency condition. The VA may place a special order in preparation for, or in response to, a disaster or emergency situation. For anticipatory situations, such orders will be placed 24 hours or less in advance. In an emergency, the Contractor will be notified with the amount and type of products required by the VA that shall be delivered within 24 hours of order placement. The order may be placed for larger quantities than the normal weekly order. The Contractor shall provide both the Contracting Officer and the COR with its designated point of contact and contact information for emergency orders.

5. SPECIFICATIONS AND STANDARDS

A. The delivered products shall meet the specification as listed in the attached Pricing Schedule document and comply with all applicable Federal and State mandatory requirements and regulations relating to the preparation, packaging, labeling, storage, distribution, and sales of the products with the commercial marketplace. All deliveries shall conform in every respect to the provisions of the Federal Food, Drug and Cosmetic ACO and regulations, promulgated hereunder.

B. Quality Assurance. All raw milk for pasteurization, condensed and dried milk, finished products and the plant in which the products are processed shall comply with all applicable requirements of the "Grade A pasteurized Milk Ordinance - 1978 Recommendations of the United States Public Health Service" or latest revision thereof, or regulations substantially equivalent thereto. The raw milk for pasteurization, milk plant, and pasteurized milk and milk products each shall have a compliance rating of 90 or more as certified by the State Milk Sanitation Rating Officer and shall be listed in the "Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers." Milk laboratories approved by Federal and State agencies and listed in the previously mentioned document shall do all testing.

C. Contractor's Certification. By submitting an offer, the Contractor certifies that the product offered meets the specified salient characteristics and requirements of the Federal Hospital Subsistence Guide; conforms to the producer's own specifications and standards, including product characteristics, manufacturing procedures, quality control procedures, and storage and handling territories, or possessions; and is sold in the commercial market. The Government reserves the right to determine proof of such conformance prior to the first delivery from point of origin and any time thereafter, up to and

including, delivery at final destination as may be necessary to determine conformance with the terms of the contract.

D. Alternate Items. Offers on items not listed above (alternate items) will only be considered if acceptable bids on required items are not available or an offer is not received. Offerors must clearly identify any items that are not exact and specify the exceptions which differ from the required item.

E. Quotes will be considered only from Contractors who are regularly established in the business called for and who in the judgment of the Contracting officer are financially responsible and able to show evidence of their reliability, ability, experience, equipment, facilities and personnel directly employed or supervised by them to render prompt and satisfactory service in the volume called for under this contract. The VA reserves the right to thoroughly inspect and investigate the establishment, facilities, equipment, business reputation, and other qualifications of any offeror and to reject any offeror, irrespective of price, that shall be administratively determined lacking in any of the essentials necessary to assure acceptable standards of performance.

6. SANITATION AND WORKMANSHIP

A. All products furnished shall be prepared, processed and packed under sanitary conditions and in accordance with good commercial practice. All containers shall be clean, sound and securely covered or sealed to provide adequate protection from dirt, filth, and all other contamination. Chilled and frozen items shall be maintained at temperatures necessary for the preservation of the product according to the standards established by the Food & Drug Administration (FDA).

B. The VA Contracting Offeror or his/her designee reserves the right to inspect the Offeror's premises at any time during the life of the contract. A pre-award, on-site visit to inspect the manufacturing plant, personnel, process and packaging equipment and premises in order to verify compliance with all applicable Federal and State mandatory requirements and regulations relating to the preparation, packaging, labeling storage, distribution, and sales of the products with the commercial marketplace may be performed by the government prior to contract award. If the plant of the apparent low Offeror does not meet specification or is not acceptable, the quote will be rejected.

7. FRESHNESS REQUIREMENT FOR DAIRY PRODUCTS

A. Fluid dairy products and other dairy products shall have sufficient remaining shelf life commensurate with good commercial practice at a minimum:

- (1) Milk must be delivered a minimum of 14 days prior to the expiration date and within 72 hours after pasteurization.
- (2) Buttermilk must be delivered a minimum of 21 days prior to the expiration date.
- (3) Cottage cheese, cultures, normal shelf life must be delivered within 4 days after date of packing, cottage cheese, acidified, normal shelf life, must be delivered within 5 days after date of packaging, cottage cheese, culture or acidified, extended shelf life, must be delivered a minimum of 21 days prior to the expiration date.
- (4) Ice Cream products and Sherbet must be delivered a minimum of 21 days prior to the expiration date.
- (5) Yogurt must be delivered a minimum of 21 days prior to the expiration date.

8. PACKAGING, PACKING, AND LABELING

A. Unless otherwise specified, preservation, packaging, and packing shall be to a degree of protection to preclude damage to containers and/or contents thereof under normal shipping conditions, handling, etc., shall conform to normal commercial practices and applicable carrier rules and regulations, involving shipment from the Contractor to the receiving acclivity for storage. Shipping containers shall be in compliance with national Motor Freight Classification and Uniform Freight classification (issue in effect at time of shipment).

NOTE:

(a) Gallon Containers – Acceptable packaging = plastic containers

(b) ½ pint Containers – Acceptable packaging = ½ PT Cardboard Containers measuring 4-1/2" x 2-1/3" OR ½ PT Cardboard Containers measuring 2-7/8" x 3"

B. All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling, complying with the Federal Food, Drug and Cosmetic ACO and regulations promulgated there under.

C. All fluid milk products will have a pull date (date stamped on container) that is a minimum of seven (7) days before expiration on the date of delivery. Expiration dates shall be legible on each product. Cottage Cheese and yogurt will have a minimum expiration date of fourteen (14) days after delivery. **Failure to comply with this requirement will render a contract in default and be grounds for termination.**

D. If it is determined that a significant number of products are leaking, spoiled, or otherwise found to not be in accordance with the specifications contained herein, the Contractor will be notified to exchange the products for ones that are in accordance with these specifications within two hours of notification. If the number of such products is determined to be insignificant in number, they may be held for pick up by the Contractor at the next scheduled delivery.

9. CERTIFICATIONS:

A. In signing this solicitation, the bidder certifies that its company has received, prior to opening of bids, a pasteurized milk rating of 90% or more for the type of product the bidder proposes which will be in accordance with the specifications as found in the Federal Hospital Subsistence Guide.

PASTEURIZED MILK RATING _____ %

DATE OF RATING _____

STATE OF MILK SANITATION RATING AGENCY _____

IF RATED BY U.S. PUBLIC HEALTH SERVICE, INDICATE _____

B. Bidders are required to submit with their quote a CERTIFICATE from the local or State Health Department that all cattle from which milk is obtained have passed a satisfactory tuberculin test within one year previous to the date of contract; or that cattle from which milk is obtained are accredited herds as defined in the current requirements of the U.S. Public Health Service Milk Ordinance Code.

C. A CERTIFICATE that all persons employed in pasteurizing and bottling plants from which the products are furnished have passed a satisfactory clinical and laboratory examination within one year previous of contract and are free from communicable diseases must also be furnished with the quote.

10. INSPECTION OF PLANTS:

An inspection may be made of the premises and employees of the bidders, prior to making an award and conditions found will be considered in awarding a contract. Inspection may also be made at any time during the life of the contract and, if it is found that the contractor is not complying with specifications, deliveries will be rejected and the products covered by this contract will be procured on the open market. Any excess cost occasioned by this action will be charged against the contractor account.

THE BIDDER CERTIFIES THAT (CHECK ONE)

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

OR

- An inspection of the physical facilities of the plant was conducted by the _____ agency on _____ and this plant was ACCEPTED/REJECTED for furnishing it's product to the Federal Government.

11. SOURCE OF MANUFACTURE

Items supplied under this contract are required to originate from a sanitarily approved source. The supplier must identify the source of manufacture on the primary container or in the accompanying shipping documents. The identification on the primary container may consist of either the manufacturing plant name and address or a manufacturing plant code. When the manufacturing plant is identified on the shipping documents accompanying the delivery, the plant shall be identified by its complete name, address and plant code. Preference will be given to locally sourced vendors.

12. ENVIRONMENTAL STANDARDS

Should the Contractor manufacture and provide company brand milk products, the Contractor should utilize, if possible, recycled materials for containers as long as they meet the FDA sanitary standards for the specified commodity. List recycled materials for containers as long as they meet the FDA sanitary standards for the specified commodity.

13. METRIC PRODUCTS

Products manufactured to metric dimensions will be considered on an equal basis with those manufactured using inch/pound units, providing they fall within the tolerances specified using conversion tables contained in the latest revision of Federal Standard No. 376B and all other requirements of this document are met. If a product is manufactured to metric dimensions and those dimensions exceed the tolerances specified in the inch/pound units, a request should be made to the Contracting Officer to determine if the product is acceptable. The Contracting Officer's Representative, will accept or reject the product.

14. ORDERING

A. The VA Upstate New York Healthcare System facilities estimate milk orders will be submitted up to four times per week, with 48 hours' notice, with the Government reserving the right to adjust orders 24-hours prior to scheduled delivery. Orders will be placed by the COR or his/her designee. Each order will show ship to and bill to addresses and purchase order number (if required).

B. Quantities shown on previous pages represent the quantities estimated to be ordered over the delivery period. Quotes will be evaluated based on the estimated quantities. Actual quantities ordered may vary among the line items.

C. The items listed in this contract are required subsistence items for the Department of Veterans Affairs, VA Medical Centers at the addresses listed in paragraph 1 of this document. Products and deliveries are to be in accordance with the terms, conditions, and schedules noted herein. The period of performance is a base period of October 1, 2016 through September 30, 2017 with one, one-year option period from October 1, 2017 through September 30, 2018. Prices quoted will be F.O.B. destination.

CUSTOMER SERVICE POINT OF CONTACT: The Contractor shall provide a designated point of contact and toll free number (if applicable) for resolution of customer service problems to include at a minimum delivery of damaged or incorrect items.

Contractor Point of Contact:

(Name)

(Title)

(Telephone Number)

(Fax Number)

(E-mail Address)

15. PACKING LIST

There shall be a packing list enclosed with any shipments made under this contract. The packing list shall show the following as a minimum: Contractors name and address; VA Purchase Order Number (if one is provided); the VA Facility and Service placing the order; the items shipped; and quantity.

16. RETURN POLICY

Offeror's shall clearly indicate their return policy with their quote. Defective product or incorrect product shipped by Contractor error shall be replaced at no cost to the Government. Product shipped by Government error may be returned subject to the Contractor's normal return policy. **Offeror's shall provide the name and telephone number for reporting delivery/product problems for each VA location.**

17. UTILIZATION OF CONTRACT

Delivery orders will be issued on an as-needed basis.

18. DELIVERIES AND INVOICING

A. Deliveries shall occur up to four times per week between the hours of 8:00 a.m. and 11:00 a.m. Monday, Tuesday, Thursday and Friday, excluding federal holidays. Requests for deliveries on different days and/or at a different time shall be submitted to and approved by the Contracting Officer and his/her designee in writing.

B. Deliveries and invoicing for the Nutrition and Food Services must be accomplished separately at the Nutrition & Food Services Departments at the respective facilities listed in paragraph 1 of this document. Invoices must contain at a minimum the purchase order and itemized list of products delivered, unit prices, and total price.

C. While performing under this contract, all vehicles used by the Contractor shall be locked and the keys removed when not in use. This is intended to protect the Contractor's property as well as the safety of patients and staff at the medical centers.

D. While performing under this contract, all vehicles used by the Contractor shall have temperature tracking systems in place on the refrigerated trucks to ensure they are being maintained in accordance with federal safety & sanitation guidelines.

E. Invoices shall be issued to the VA Financial Service Center and to the Chief, Nutrition and Food Service. Invoices shall be identified with proper delivery order number (purchase order number) and shall reflect all deliveries made against the delivery order. End of the month deliveries shall not be billed against the following month delivery order.

F. Invoices shall be submitted weekly and shall include the following per FAR Clause 52.212-4(g):

- Contractor's business name and address
- Contractor's Tax Identification Number (TIN)
- Invoice date
- Date(s) of services provided
- Contract number
- Total amount billed
- Purchase Order number

NOTE: Failure to include the above information may result in delay of payment. Invoices will be returned to the Contractor for completion if there are any omissions.

19. PAYMENTS

Payments under this contract shall be made by Electronic Fund Transfer (EFT) by the VA Finance Services Center. See Clause 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration for further information. Contractor may elect to accept the Government Purchase Card as a method of payment for all orders under \$3,000.00 if the Contractor is set-up to accept credit cards.

20. EVALUATION CRITERIA

The Government will award to the responsible offeror whose offer, conforming to the solicitation, that are considered to be most advantageous to the Government, with past performance and price considered, prices being rated higher than past performance.

Past Performance: The offeror must provide documentation of three (3) references for verification purposes of past performance which demonstrate the company's ability to meet the qualifications herein, inclusive of point of contract information and current phone numbers.

21. CONTRACTING OFFICER (CO):

The Contracting Officer (CO) named below is responsible for the overall administration of the contract.

Edward Lyke
Department of Veterans Affairs
Network Contracting Office 2
76 Veterans Avenue
Bath, NY 14810

Edward.lyke@va.gov
(607) 664-4746

The awarded Contractor(s) are advised that only the Contracting Officer, acting within the scope of the contract and his/her duties and responsibilities and, after advice and consultation with the Contracting Officer's Representative, has the authority to make changes which effect contract prices, quality, quantity, delivery terms and conditions, term of contract. In no event shall any understanding or agreement, contract modification, change order, or other matters in deviation from the terms of this contract between the Contractor and a person other than the Contracting Officer, be effective or binding upon the Government. All such actions must be formalized by the proper contractual document executed by the Contracting Officer.

22. CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The following individuals have been designated as the Contracting Officer's Representative (COR) to monitor and certify receipt of services rendered under these contracts:

Julie Hockenberry
Nutrition & Food Service Manager
VA Western New York Healthcare System (Batavia)
222 Richmond Avenue
Batavia, NY 14202

Julie Hockenberry
Nutrition & Food Service Manager
VA Western New York Healthcare System (Buffalo)
3495 Bailey Avenue
Buffalo, NY 14215

The contract type is firm-fixed price, FOB Destination. The Government will award to the responsible offeror whose offer, conforming to the solicitation, that are considered to be most advantageous to the Government, with past performance and price considered, prices being rated higher than past performance. All future information about this acquisition, including solicitation amendments, will also be distributed through this site. Interested vendors are responsible for monitoring this site to insure they have the most-up-to-date information about this solicitation. All quotes must be received by 09/xx/2015 at 4:00 p.m. EST. Quotes must be emailed (preferred) or faxed to the number below. Payment will be made using electronic Funds Transfer (EFT).

NOTE: Offerors must be registered and current in the System for Award Management (SAM) at <https://www.sam.gov> in order to be considered for award. Any offeror that submits a quote for any of the facilities named above and is not registered in SAM will be considered ineligible.

The point of contact for all information regarding this solicitation is:

Edward Lyke
Contracting Officer
Network Contracting Office 2
76 Veterans Avenue
Bath, NY 14810
(607) 664-4746
Edward.lyke@va.gov

The anticipated award date is 09/15/2016.