

This is a **SOURCES SOUGHT ANNOUNCEMENT ONLY**. It is neither a solicitation announcement nor a request for proposals or quotes and does not obligate the Government to award a contract. Responses to this source sought notice must be in writing. The purpose of this sources sought announcement is for market research to make appropriate acquisition decisions and to gain knowledge of potential businesses interested and capable of providing the services described below.

The Department of Veterans Affairs Network Contracting Office 22 is issuing this sources-sought notice to identify sources for delivery of fresh milk and milk products for the Northern Arizona VA Healthcare Center in Prescott, AZ. The estimated period of performance will be 11/15/2023 to 11/14/2024 for base period and 4 additional option years if exercised by the government.

The contractor must meet following minimum requirements:

1. Contractor Shall provide these products specified below:

Product Description	Packaging Size
MARGARINE, SPREAD HERB GARLIC	4/4/LB
BUTTER, SOLID UNSLTD AA	30/1/LB
CHEESE, CHDR MILD NATRL SLI .5Z	4/2.5/LB
CHEESE, CHDR MILD NATRL SLI .5Z	4/2.5/LB
CHEESE, CHDR SHRP SHRD FCY	4/5/LB
COTTAGE CHEESE, LF	6/10.6/OZ
COTTAGE CHEESE, LF 5LB	4/5/LB
COTTAGE CHEESE, LF 2% PLS TUB	2/5/LB
CHEESE, CREAM CUP 1Z RBST FREE	100/1/OZ
CHEESE, CREAM WHPD	6/3/LB
CHEESE, CREAM WHPD	6/3/LB
CHEESE, MONTJACK SHRD FCY	4/5/LB
CHEESE, MOZZ STRING LT IW	168/1/OZ
CHEESE, MOZZ PROV BLND SHRD WI	6/5/LB
CHEESE, MOZZ LMWHLMLK SHRD FTHR	4/5/LB
CHEESE, MOZZ STRING IW	168/1/OZ

CHEESE, PARM STYL GRD TUB	4/5/LB
CHEESE, PARM GRD PCH	200/3/GM
CHEESE, PEPPER JACK 24 SLI	12/1/LB
CHEESE, PROV INTERLEAF NATRL SLI .75Z	6/1.5/LB
CHEESE, RICOTTA PS TUB CON LATTE	4/5/LB
CHEESE, RICOTTA PS TUB CON LATTE	4/5/LB
CHEESE, RICOTTA NY	6/5/LB
CHEESE, RICOTTA WHL MLK CON LATTE TUB	4/5/LB
CHEESE, SWISS SHRD FTHR	4/5/LB
CHEESE, SWISS NATRL SLI .50Z	4/2.5/LB
CHEESE, SWISS NATRL SLI .75Z	6/1.5/LB
CREAMER, ND PWDR CANISTER	24/12/OZ
CREAMER, COFFEE ND PWDR PC	2000/2/GM
EGG, CKD HRD PLD PREM SEL 144 P12CE	1/20/LB
EGG, CKD HARD WHL PLD BAG	12/12/PK
EGG, LIQ SCRAMBLE BLND CRTN P12CE	15/2/LB
EGG WHITE, LIQ P12CE ESL P12CE	15/2/LB
EGG WHITE, LIQ P12CE ESL P12CE	15/2/LB
EGG WHITE, LIQ P12CE ESL P12CE	15/2/LB
EGG, LIQ WHL W-CITRC ACID 144 P12CE	2/20/LB
EGG, LIQ WHL W-CITRC ACID ESL P12CE	15/2/LB
EGG, FRESH XLG AA 1/2 CS 144" P12CE	1/15/DZ
EGG, LG AA LOOSE 1/2CS 144" P12CE	1/15/DZ
EGG, LG PSTRZD P12CE P12CE	1/15/DZ

EGG, FRESH LG PSTRZD LOOSE 15DZ	15/1/DZ
ICE CREAM BAR, FUDGE LF	2/24/PK
ICE CREAM CUP, CHOC FF NSA	48/4/OZ
ICE CREAM CUP, VANILLA FF NSA	48/4/OZ
ICE CREAM CUP, VANILLA	24/4/OZ
ICE CREAM SANDWICH, VANILLA GIANT	1/24/PK
ITALIAN ICE, CHERRY SQZ UP TUBE 4Z	24/4/OZ
ITALIAN ICE, LEMON DESSERT W-SPLENDA	48/4/OZ
ITALIAN ICE, LMN SQZ UP	24/4/OZ
ITALIAN ICE, MANGO	24/4/OZ
MILK, ALMOND PURE ESL	6/64/OZ
MILK, ALMOND PURE ESL	6/64/OZ
MILK, 1% LF	70/8/OZ
MILK, 2% RF	70/8/OZ
MILK, CHOC 1% LF	70/8/OZ
MILK, SKIM FF GAL PLS	2/1/GL
MILK, WHL	70/8/OZ
SHERBET, LIME CUP	48/4/OZ
SHERBET, ORANGE CUP	48/4/OZ
SOUR CREAM, TETRA PK 1Z	100/1/OZ
SOUR CREAM, TETRA PK 1Z	100/1/OZ
WHIP TOPPING, ORIG DAIRY 13Z AEROSOL	12/13/OZ
YOGURT, VRTYPK STRAWBRY/STRAWBRY BANANA	48/4/OZ
YOGURT, LT & FIT ASSORT NF	48/4/OZ

YOGURT, GREEK PLAIN NF OIKOS	6/32/OZ
YOGURT, GREEK PLAIN 4% OIKOS	6/32/OZ
YOGURT, STRAWBRY LF BULK PCH	6/4/LB
YOGURT, STRAWBRY LF GLUTEN FREE	6/32/OZ
YOGURT, STRAWBRY LT & FIT GF	12/5.3/OZ
YOGURT, GREEK VANILLA NF OIKOS	6/32/OZ
YOGURT, GREEK VANILLA NF OIKOS	12/5.3/OZ

2. QUANTITY: There will be no minimum purchase required. This will be a need - based Ordering.

3. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS:
 - 3.1. All deliveries shall conform in every respect to the provisions of the Federal Food, Drug and Cosmetic Act USC Title 21, Chapter 9 (FD&C Act) and regulations promulgated there under.
 - 3.2. Where applicable, the interpretation of requirements (descriptive terms), methods ascertaining grades, testing, etc., shall be in accordance with those contained in the U.S. Standards for the product in effect on the date of the solicitation.
 - 3.3. The Contractor agrees to provide the products listed to the VAGLAHS, VALBHS for the Base Period, and Option Years if exercised by the Government. Deliveries shall be in such quantities and at such times as may be required in accordance with all terms, conditions, provisions, and schedules of this contract.
 - 3.4. All products furnished under this contract shall be processed and packaged under sanitary conditions in strict accordance with guidelines provided by the U.S. Food and Drug Administration and the U.S. Department of Agriculture, using the best commercial practices that are standard for the industry. All containers shall be clean, sound, and securely covered or sealed to provide adequate protection from dirt, filth, or contamination. All ingredients shall be clean, sound, wholesome and free from evidence of rodent or insect infestation failure to comply with this provision shall be considered grounds for default of the contract.
 - 3.5. The fresh or frozen milk shall include mold inhibitors of proper levels as allowed by the Federal Food, Drug and Cosmetic Act.
 - 3.6. Products shall be delivered in an enclosed truck, which protects the milk and milk products from dirt or other contamination. All milk and milk products will be clearly labeled with the expiration or “use by” date.

4. FRESHNESS REQUIREMENTS FOR DAIRY PRODUCTS:
 - 4.1. Fresh milk and milk products shall conform to the following freshness requirements:
 - 4.1.1. Fluid dairy products and other dairy products shall have sufficient remaining Shelf life commensurate with good practices and at a minimum:

- 4.1.2. Milk must be delivered with a reasonable industry standard time after pasteurization and have a minimum 10 days of shelf after date of delivery.
- 4.1.3. Buttermilk must be delivered with a minimum of 12 days shelf life after date of delivery.
- 4.1.4. Cottage cheese, culture, normal shelf life must be delivered within 4 days after date of packaging. Cottage cheese, cultured, or acidified, extended shelf life, must be delivered within 7 days after date of packaging.
- 4.1.5. Sour cream must be delivered within 7 days after pasteurization.
- 4.1.6. Yogurt must be no older than 21 days from the date of packaging.

5. REFRIGERATION, FROZEN PRODUCTS AND DRY STORAGE REQUIREMENTS:

- 5.1. Items requiring "protection from heat" shall be transported and stored at temperatures below 70 degrees Fahrenheit.
- 5.2. Carrier equipment for straight loads of "Chilled" products will be required to be pre-cooled to a minimum temperature of 35-degree Fahrenheit and a maximum temperature of 41 degrees Fahrenheit and shall be capable of maintaining temperature with the range to destination.
- 5.3. Carrier equipment for straight load of "Frozen" products will be pre-cooled to 10 degrees Fahrenheit, or lower before loading, and capable of maintaining 0 degrees Fahrenheit or lower to destination. Product shall be loaded in carrier's equipment as promptly as possible to minimize product temperature rise. At destination, the product shall be hard frozen and show no signs of defrosting. Temperature of the product shall not be above 0 degrees Fahrenheit. Frozen products will be wrapped in polyurethane wrapping.
- 5.4. Carrier equipment for straight loads of "Frozen and Chilled" products will be required to be pre-cooled to a minimum temperature of 35-degree Fahrenheit and a maximum temperature of 41 degrees Fahrenheit and shall be capable of maintaining temperatures within that range to destination. The frozen products in the load shall be completely segregated by installing effective barrier(s) at the time of loading to prevent product damage.

- 6. U.S. PUBLIC HEALTH SERVICE (USPHS) RATING: All milk/milk products shall be Grade-A quality. Contractor shall have obtained USPHS pasteurize milk rating of 90% or higher within the last two-year period and shall retain such status throughout the term of the contract. A copy of the current USPHS rating shall be provide to the contracting Officer upon request. Failure to maintain USPHS rating 90% or higher is grounds for immediate termination.

Contractor shall provide the following rating data:

Pasteurized Milk Rating: _____

Date of Rating: _____

Statement of sanitation Rating Agency and Address:

Type of Products: _____

7. **ORDERS:** All orders will be placed on an **as needed** basis for delivery six days a week. Specific quantities and delivery dates will be determined in accordance with the delivery schedule by each COR for the participating VA healthcare facilities. Contractor will not substitute any items and will not increase or decrease quantities ordered without prior approval from the COR. Order number will be provided by each facility at the time the order is placed. Orders can be placed by telephone, in writing and fax, or give to the Contractor Personnel as mutually agreed upon between each facility's COR and the Contractor.

Name: _____

Address: _____

Telephone Number: _____

Facsimile Number: _____

For tracking purposes, the COR shall document all verbal orders with the following minimum information:
Contract number and purchase order number.

Date/Time of order placement

Name of Contractor ordering clerk

8. **PACKAGING, PACKING, AND LABELING:**

- 8.1. Unless otherwise specified, preservation, packaging, and packing shall be to a degree of protection to preclude damage during normal shipping conditions, handling, etc., and shall conform to normal commercial practices and applicable carrier rules and regulations involving shipment from the contractor to the receiving activity for storage. Shipping containers shall be in compliance with national Motor Freight Classification and Uniform Freight classification (issue in effect at time of shipment).
- 8.2. 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 promulgated there under.
- 8.3. All items must be identified with readable dates (open code dates), or coded dates. Contractors who do not use open dating will provide a product code number key listing. The product code number key listing shall explain the actual date of production or processing. The successful offeror shall furnish COR and the Contracting Officer with the code of instructions for deciphering the date on which the pasteurization process was completed. This information is to be furnished with five days of award of a contract. Failure to comply with this requirement will render a contract in default and grounds for termination.

9. **PRODUCT AVAILABILITY:** should any product under this contract become unavailable or available on a limited basis, either temporarily or permanently, the Contract shall provide the Government with

sufficient notification thereof, offering possible substitutions and/or alternative sources, to afford the Government adequate opportunity to approve or reject offered substitution and/or make other procurement arrangements.

10. COMPLIANCE: Contractor shall comply with good commercial practices (see General Specification for Dairy Plants Approved for USDA inspection and Grading Service, found at (<http://www.ams.usda.gov/AMSV1.0/getfile?dDocName=STELDEV3004788>) and all applicable Federal, State and local laws and regulations.

11. PROCUREMENT FROM ANOTHER SOURCE:

The Contracting Officer shall make every effort to ensure that offered substitutions are given fair and reasonable consideration and that procurement from an alternate source is made only if necessary. If procurement from an alternate source is required due to the Contractor’s fault, the contractor is responsible for any price difference and any other additional charges.

LIST SUBCONTRACTORS(S), if applicable:

The Contracting Officer shall approve/disapprove all subcontractors used at any time during this contract. Contractor shall list the name and address of all subcontractors. the contracting Officer shall be notified immediately if the Contractor should change any of the subcontractor(s) utilized for this contract and provide their name and address. Contracting Officer shall approve/disapprove subcontractors.

_____	_____
Name	Address
_____	_____
Name	Address
_____	_____
Name	Address

Note for FAR Clause 52.222-37: Public Law (P.L.) 105-339, Section 1354 provides that no agency may enter into a contract with a Contractor who has not filed a VETS-4212 report for the preceding fiscal year under Title 38 Section 4212(d). A contract can be placed with that Contractor as soon as the report required by section 4212(d) for the fiscal year concern is filed with the Department of Labor. The current reporting threshold is \$150,000.00. Contractors shall complete this report at least 7 days prior to the due date for bids in response to this solicitation. This can be done “on-line” at [VETS-4212 Reporting Application - U.S. Department of Labor \(dol.gov\)](#)

12. SPECIFICATIONS AND STANDARDS

12.1. The delivered products shall comply with all applicable Federal, State and local 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 Act and any other applicable laws and regulations.

12.2. 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 – 2011 Revision 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." All milk products delivered for consumption shall have a least one month's expiration from the date of delivery. All testing shall only be done by milk laboratories approved by Federal and State agencies found at <http://www.fda.gov/Food/foodSafety/Product-specificInformation/MilkSafety/FederalStatePrograms/InterstateMilkShippersList/default.htm>.

12.3. Contractor's Certification, by submitting an offer, the contractor certifies that the product offered meets the requirements of the solicitation and requirements of federal, State and local regulations; conforms to the producer's own specifications and standards, including product characteristics, manufacturing procedures, quality control procedures, and storage and handling practices; has national or regional distribution storage facilities located with the United States, its territories, or possessions; and is sold on the commercial market. The government reserves the right to determine proof of such conformance prior to the first delivery from point or origin and any time thereafter, up to and including delivery at destination as may be necessary to determine conformance with the provisions of the contract.

12.4. Source of Manufacture: Items supplied under this contract are required to originate from a sanitarily approved source as defined by the Federal Food and Drug administration's "Evaluation of Milk Laboratories 2011 Revision" which can be found at the link listed above. 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.

13. DELIVERY OF GOODS: Deliveries shall be made to the area(s) listed, unless otherwise directed by the COR. COR or designated individual shall sign for all deliveries. Off-loading of products shall occur in the presence of VA authorized receiving personnel indicated (contact person) or his/her designated representative.

13.1. Replacement of rejected product(s) shall be delivered the same day no later than 11:00 a.m., unless otherwise specified by the Contracting Officer Representative (COR).

13.2. Delivery to be made to the following location:

13.2.1. VA Northern Arizona Healthcare System

14. DELIVERY VEHICLES: The government further reserves the right to enter and inspect any vehicle used to delivery good to assure the safe and sanitary transport of items ordered. Such inspection shall be made on a random basis, upon delivery, at the discretion of the COR.

15. Contractor Personnel

Contractor's Program Manager

The Contractor shall provide a contract program manager who shall be responsible for the performance of the work. The name of this person shall be designated in writing to the Contracting Officer. The Contractor's Program Manager shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract.

Contractor's Employees

The Contractor shall not employ persons for work on this contract if such employee is identified to the Contractor as a potential threat to the health, safety, security, general well-being or operational mission of the installation and its population.

Contract Personnel shall be subject to the same quality assurance standards or exceed current recognized national standards as established by the Joint Commission (JC).

Contractor Qualifications & Other Responsibilities

Contractor shall obtain all necessary licenses required to perform this work. Contractor shall take all precautions necessary to protect persons and property from injury or damage during the performance of this contract. Contractor shall be responsible for any injury to himself/herself, his/her employees, or others, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by him/her or his/her employees' fault or negligence. Contractor shall maintain personal liability and property damage insurance prescribed by the laws of the Federal Government. The Government reserves the right to accept or reject Contractor's employee for the rendering of services. Complaints concerning Contract Personnel's performance or conduct will be dealt with by the Contractor and COR with the final decision being made by the Contracting Officer.

16. Insurance Coverage

The Contractor agrees to procure and maintain, while the contract is in effect, Workers Compensation and Employee's Public Liability Insurance in accordance with Federal and State of California laws. The Contractor shall be responsible for all damage to property, which may be done by him, or any employee engaged in the performance of this contract.

The Government shall be held harmless against any or all loss, cost, damage, claim expense or liability whatsoever, because of accident or injury to persons or property of others occurring in the performance of this contract.

Before commencing work under this contract, the Contracting Officer shall require the Contractor to furnish certification from his/her insurance company indicating that the coverage specified by FAR 52.228-5 and per FAR Subpart 28.307-2 has been obtained and that it may not be changed or canceled without guaranteed thirty (30) day notice to the Contracting Officer.

Contractor is required to provide copies of proof of Workers Compensation and Employee Public Liability Insurance within fifteen (15) calendar days after notification of contract award.

If you are interested and are capable of providing the required supply(s) please provide the following information.

- (1) Company Name, Address, Point of Contact
- (2) Size status and representations of your business, such as but not limited to: Service-Disabled Veteran Owned Small Business (SDVOSB), Veteran Owned Small Business (VOSB), Hubzone, Woman Owned Small Business (WOSB), Large Business, etc.
- (3) Is your company considered small under the NAICS code 311511?
- (4) Does your company have an FSS contract with GSA or the NAC or are you a contract holder with any other federal contract? If so, please provide the contract type and number.
- (5) If you are an FSS GSA/NAC or other federal contract holder, are the referenced items/solutions available on your schedule/contract?
- (6) Are you the manufacturer or distributor of the items being referenced (or equivalent product/solutions)?
- (7) **Please provide general pricing for your products/solutions for market research purposes.**

The Government is not obligated to, nor will it pay for or reimburse any costs associated with responding to this sources-sought announcement. This notice shall not be construed as a commitment by the Government to issue a solicitation or ultimately award a contract, nor does it restrict the Government to a particular acquisition approach. The Government will in no way be bound to this information if any solicitation is issued. The VA is mandated by Public Law 109-461 to consider a total set-aside for Service-Disabled Veteran Owned Small Businesses. However, if there are insufficient Service-Disabled Veteran Owned Small Business responses, an alternate set-aside or full and open competition may be determined. No sub-contracting opportunity is anticipated. The North American Classification System (NAICS) code for this acquisition is **311511 (1,150 Employees)**.

Responses to this notice shall be submitted via email to **sam.choo@va.gov**. Telephone responses will not be accepted. Responses must be received no later than **Thursday, 10/19/2023 10:00 AM PT**.

After review of the responses to this sources-sought announcement, a solicitation may be published on the beta.sam.gov or GSA eBuy websites. Responses to this-sources sought announcement will not be considered adequate responses to the solicitation. All interested offerors must respond to the solicitation in addition to responding to this-sources sought announcement. Prospective bidders must be authorized re-sellers in order to participate in the solicitation process.

Notice to potential offerors: All offerors who provide goods or services to the United States Federal Government must be registered in the System for Award Management (SAM) at www.sam.gov. Additionally, all Service-Disabled Veteran Owned Small Businesses or Veteran Owned Small Businesses must be registered

with the Department of Veterans Affairs Center for Veterans Enterprise VetBiz Registry located at www.vip.vetbiz.gov.