

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.		PAGE 1 OF 26	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER 36C26218Q9882	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Kevin H. Vo		b. TELEPHONE NO. (No Collect Calls) (562) 766-2275		6. SOLICITATION ISSUE DATE 10-12-2018	
9. ISSUED BY Department of Veterans Affairs Network Contracting Office 22 4811 Airport Plaza Drive Suite 600 Long Beach CA 90815				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 561710 SIZE STANDARD: \$11 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
15. DELIVER TO Department of Veterans Affairs VA Greater Los Angeles Healthcare System 11301 Wilshire Blvd Los Angeles CA 90073				16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 22 4811 Airport Plaza Drive Suite 600 Long Beach CA 90815			
17a. CONTRACTOR/OFFEROR		FACILITY CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TELEPHONE NO.		DUNS:		DUNS+4:		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		19. ITEM NO.					
		20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
				23. UNIT PRICE		24. AMOUNT	
		Pest Control Services for VAGLAHS See Statement of Work (SOW) herein This requirement shall be awarded as a Firm Fixed Price Contract subject to the Service Contract Labor Standard Solicitation is in accordance with FAR Part 12 and 13 (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/>				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/>			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED <input checked="" type="checkbox"/>				29. AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: <input type="checkbox"/>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Kevin H. Vo		31c. DATE SIGNED	

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C262

Department of Veterans Affairs

Network Contracting Office 22

4811 Airport Plaza Drive, Suite 600

Long Beach, CA 90815

Attn: Kevin H. Vo

Phone: (562) 766-2275, Email: Kevin.Vo@va.gov, Fax: (562) 961-1384

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

☒ 52.232-33, Payment by Electronic Funds Transfer—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 ☒ Monthly

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.

Contractor shall submit invoices via Tungsten Network at <http://www.tungsten-network.com/us/en/>

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

AMENDMENT NO	DATE

B.2 INSURANCE LIABILITY:

Prior to commencement of work to be performed, the Contractor shall furnish an insurance certificate indicating that the coverage outlined in paragraphs a and b have been obtained and that it may not be changed or canceled without a guaranteed thirty (30) day notice to the CO.

The Contractor shall maintain Workers Compensation and Employee's Public Liability Insurance in accordance with the laws of California.

The Contractor shall comply with all applicable Federal and State laws regarding liability for the injury or death of an employee in performing the work under this contract and shall hold the Government harmless against any or all loss, cost, damage, claim expense or liability for accident or injury to persons or property occurring in the performance of this contract.

B.3 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes VAAR 852.219-10 VA Notice of Total Service- Disabled Veteran-Owned Small Business Set-Aside. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

B.4 PRICE/ COST SCHEDULE**BASE PERIOD: 12/01/2018 – 11/30/2019**

CLIN	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
0001	Pest Control Services for VAGLAHS	12	MO	\$	\$
0002	Pest Control Services for VA Sepulveda Ambulatory Care Center	12	MO	\$	\$
0003	Pest Control Services for VA Los Angeles Ambulatory Care Center	12	MO	\$	\$
0004	Termite Fumigation IAW the SOW <i>*The quantity for this line item is estimated only and shall not exceed the total amount specified for this period.</i>	3 Million	Cubic feet	\$	\$
BASE YEAR TOTAL					

OPTION YEAR 1: 12/01/2019 – 11/30/2020

CLIN	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1001	Pest Control Services for VAGLAHS	12	MO	\$	\$
1002	Pest Control Services for VA Sepulveda Ambulatory Care Center	12	MO	\$	\$
1003	Pest Control Services for VA Los Angeles Ambulatory Care Center	12	MO	\$	\$
1004	Termite Fumigation IAW the SOW <i>*The quantity for this line item is estimated only and shall not exceed the total amount specified for this period.</i>	3 Million	Cubic feet	\$	\$
OPTION YEAR 1 TOTAL					

OPTION YEAR 2: 12/01/2020 – 11/30/2021

CLIN	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
2001	Pest Control Services for VAGLAHS	12	MO	\$	\$
2002	Pest Control Services for VA Sepulveda Ambulatory Care Center	12	MO	\$	\$
2003	Pest Control Services for VA Los Angeles Ambulatory Care Center	12	MO	\$	\$
2004	Termite Fumigation IAW the SOW <i>*The quantity for this line item is estimated only and shall not exceed the total amount specified for this period.</i>	3 Million	Cubic feet	\$	\$
OPTION YEAR 2 TOTAL					

OPTION YEAR 3: 12/01/2021 – 11/30/2022

CLIN	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
3001	Pest Control Services for VAGLAHS	12	MO	\$	\$
3002	Pest Control Services for VA Sepulveda Ambulatory Care Center	12	MO	\$	\$
3003	Pest Control Services for VA Los Angeles Ambulatory Care Center	12	MO	\$	\$
3004	Termite Fumigation IAW the SOW <i>*The quantity for this line item is estimated only and shall not exceed the total amount specified for this period.</i>	3 Million	Cubic feet	\$	\$
OPTION YEAR 3 TOTAL					

OPTION YEAR 4: 12/01/2022 – 11/30/2023

CLIN	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
4001	Pest Control Services for VAGLAHS	12	MO	\$	\$
4002	Pest Control Services for VA Sepulveda Ambulatory Care Center	12	MO	\$	\$
4003	Pest Control Services for VA Los Angeles Ambulatory Care Center	12	MO	\$	\$
4004	Termite Fumigation IAW the SOW <i>*The quantity for this line item is estimated only and shall not exceed the total amount specified for this period.</i>	3 Million	Cubic feet	\$	\$
OPTION YEAR 4 TOTAL					

TOTAL FOR BASE AND 4 (FOUR) OPTION YEARS \$

B.5 STATEMENT OF WORK

1. INTRODUCTION:

The contractor shall provide all personnel, labor, supplies, equipment, tools, materials, transportation, supervision, and other items and non-personal services necessary to provide pest control services including, but not limited to the planning, development, management, operations and maintenance for pest control and removal of pests at the VA Greater Los Angeles Healthcare System (VAGLAHS).

2. PLACES OF PERFORMANCE:

The contractor shall provide the pest control services at the government facilities located below:

- 1) VAGLAHS
11301 Wilshire Blvd.
Los Angeles, CA 90073
- 2) Sepulveda Ambulatory Care Center (SACC)
16111 North Plummer Street
Los Angeles, CA 91343
- 3) Los Angeles Ambulatory Care Center (LAACC)
351 East Temple Street
Los Angeles, CA 90012

3. QUALIFICATIONS:

The contractor shall possess:

1. California's Business License with the Structural Pest Control Board;
2. California's Pest Control License;
3. California's Wildlife Trappers License;
4. Licenses/ Permits that are required by the Federal and/ or State of California to perform pest control services.

The contractor is required to provide proof of licenses. The contractor shall have at least four (4) licensed personnel to provide pest control services.

4. CONTRACTOR TASKS:

1) Pest Control Services:

- (a) VAGLAHS is in a state of growth; as such, the contractor must be flexible enough to meet the changing demands and needs of VAGLAHS.
- (b) The contractor shall perform pest control/ management services to indoor and outdoor facilities including applications of pesticides, trapping and/or removal of pests at VAGLAHS, SACC, and LAACC campuses.
- (c) The contractor shall provide a minimum number of onsite pest controllers during normal hours of operation, including urgent/ emergency service calls to manage, not only to assist the Integrated Pest Management Program (IPMP), but also routine calls at VAGLAHS, SACC, and LAACC campuses. The minimum number of personnel are: VAGLAHS (at least 3); SACC (1); LAACC (.5 and/or as needed).

NOTE: Contractor personnel must be on grounds at all times during normal work hours; contractor will ensure that the minimum number of personnel are on grounds.

- (d) The contractor shall furnish, install and maintain adequate number of fly lights in all occupied buildings for flying insect control. Current number of fly lights is: VAGLAHS (153); SACC (53); LAACC (22). Installed fly lights shall be removed by the contractor at the end of the term of contract.
- (e) The contractor shall install netting and other preventative measures necessary to prevent birds and other rodents from gaining access inside the main hospital's (Building 500) stairwells and inner courtyards on 3rd – 6th floors. Netting must be maintained at least annually to ensure its purpose is served.
- (f) The contractor shall follow and assist the VAGLAHS IPMP and provide all information for the plan including schedules. Contracting Officer Representative (COR) will provide templates for integration of contractor's schedules in the IPMP.
- (g) The contractor shall control/ manage and eliminate all pests to include, but not limited to:
 - i. General household nuisance pests (i.e. bed bugs, bees, bee hive removal, wasp, etc.)
 - ii. Structural pests (i.e. termites, powder post beetles, carpenter ants, wood decay fungi, etc.)
 - iii. Weed control
 - iv. Stored food pests
 - v. Health related pest (i.e. mosquitoes, house flies, filth flies, biting gnats, bed bugs, rodents, etc.)
 - vi. Pest of ornamental plants
 - vii. Wood product pests
 - viii. Miscellaneous pest (i.e. gophers, squirrels, skunks, bats, cats, dogs, raccoons, birds/bird nests, snakes, coyotes etc.)
- (h) The contractor shall perform removal/relocation of live or dead animals off VA grounds as required and shall include, but not limited to site clean-up/removal disposal of all debris, den, nest, carcass, waste/fecal matter and/or state permits licenses required.
- (i) The contractor shall furnish pest control services in controlling and eliminating rodents without causing accidents or harm involving humans, and to protected species. Example of a protected species is the Stephens Kangaroo Rat.
- (j) The contractor shall obtain all information necessary to ensure contractor personnel can work on VA grounds to perform services specified herein.
- (k) The contractor shall also provide annual termite inspection on every building. If termites are confirmed to be present by a pest controller, then the contractor shall immediately provide the necessary treatment.
- (l) The contractor shall provide all necessary labor, equipment, materials, supplies and consumables as follows:
 - i. Provide adequate number of exterior bait boxes for rodent control at all buildings.
 - ii. Provide adequate measures (including but not limited to netting) to prevent birds from entering/nesting in the stairwells and inner courtyards.
 - iii. Provide adequate measures to ensure the stairwells and inner courtyards are cleaned periodically from rodent, birds and pests waste/fecal matter.

- iv. Provide pest control treatment for government vehicles when required i.e., ants, roaches, bees, wasp, or bedbugs.
 - v. Perform gopher control services.
- (m) The contractor shall record, track, and develop trend reports for pest control services at VA Greater Los Angeles Healthcare System. The Contractor shall be able to provide, upon request by the COR, daily, weekly, and/or monthly reports of what pest control services were performed.
- (n) The contractor shall be required to provide on-call services within two (2) hours of notification, as needed, outside of normal working hours.

2) **Reporting Requirements**

- a) Contractor shall contact the COR at least 24 hours before each date of planned service activity for coordination of location and extent of work to be performed. The Contractor shall sign in and out with the COR or his/her designee upon entering and departing each VA facility.
- b) Contractor shall be responsible for maintaining daily pest control service call logs. Log records shall be turned in weekly to COR or designee at each facility.

3) **Compliance Requirements**

- a) Materials and methods in eliminating and controlling rodents shall conform to federal, state and local regulations and specifically be approved by the U.S. Department of Fish and Wildlife, California State Department of Fish and Game, respective County Department of Agriculture, and the respective Department of Veterans Affairs Foreman. Administration relative to rodent control includes provisions of all essential labor, supplies and equipment needed for accomplishment of the requested services, and includes administrative support necessary to provide invoices, evaluation reports covering the status of any problems, and any other information pertinent to execution of rodent and insect control services.
- b) Contractor shall provide Certified Pest Control Technicians and be licensed, permitted, and in compliance with city ordinances and municipal codes regarding transport and use of rodent control equipment and all chemicals. Additionally, the Contractor shall comply with Federal/State and or mandated application requirements on the type of chemicals used and applied for pest and of rodent control used to ensure the protection of human life and endanger/protected species. Certified Pest Control License will be the state of California of licensure. California Wildlife trappers license will also be required for the performance of this contract.

4) **Emergency Services:**

Due to the size and complexity of VAGLAHS, situations arise in which pest control services are needed outside normal working hours. The Contractor shall provide urgent / emergency services on an as-needed basis at no additional cost to the Government. These services shall be provided as often as required on a 24-hour basis, weekends, and legal holidays included. The Contractor shall be capable of responding (be onsite) to an emergency situation within two (2) hours after notification from the Contracting Officer (CO), COR or Chief of EMS and/or their designee. Failure to provide this service is considered a contract default and may result in the termination of the contract.

5. HOURS OF OPERATION:

The contractor shall perform services in accordance with the schedule specified in Table 1 below. These hours of operation are established due to its daily continuous pest problems and the complexity of the medical centers. Required pest control services shall be provided from 6:00 AM to 4:30 PM, Monday thru Friday except on Federal holidays. Contractor shall respond to daily service calls during working hours within 30 minutes while on campus. VAGLAHS cannot have delays in any pest control services including, but not limited to dead animal removal, rodent control, been control, cockroach control, etc. as these pests have an adverse impact on the environment, patients and staff.

Table 1

PARTICIPATING VA MEDICAL FACILITY	SCHEDULE	FROM	TO	REQUIRED CONTRACTOR PERSONNEL
VAGLAHS	Monday - Friday	06:00 AM	4:30 PM	3 Pest Control Technician
SACC	Monday - Friday	06:30 AM	4:30 PM	1 Pest Control Technician
LAACC	Monday - Friday	06:30 AM	4:30 PM	.5 Pest Control Technician
	*Contractor shall provide pest control services at LAACC on an <u>as needed basis only</u> . However, the contractor is <u>not</u> exempt from the required response time for on-call service request during these normal hours of operation.			

6. FEDERAL HOLIDAYS:

Work to be accomplished during normal work hours, excluding Federal Holidays or any other holiday declared by the President of the United States as a national holiday. Whenever a scheduled pick-up falls on a federal holiday, the Contractor shall consult with the COR to determine if a deviation from the work schedule is necessary.

Listed below are the legal Government holidays.

New Year's Day	1 January
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	11 November
Thanksgiving Day	4th Thursday in November
Christmas Day	25 December

7. OVERTIME AND HOLIDAYS:

Any overtime or holiday pay that may be entitled to Contractor personnel performing under this contract shall be the sole responsibility of the Contractor and shall not be billed to nor reimbursed by the Government. **No overtime or compensatory time will be authorized.**

8. CONTRACTOR FURNISHED EQUIPMENT/ITEMS:

Contractor-provided equipment and materials shall remain the property of the Contractor. The Contractor shall not dispose of any materials within the VA grounds. The Contractor shall immediately clean up any spills of fumigation toxin or hazardous materials that may cause harm to humans and protected species.

9. SAFETY REQUIREMENTS:

The Contractor shall be responsible in providing safe services that shall be harmless to public health/humans and protected/endangered species. In addition, The Contractor shall be held responsible for any safety requirement violations. Safety measures are, but not limited to:

All vehicular equipment used in the performance of this contract shall be equipped with a bell or similar warning device to alert pedestrians when vehicle is backing up. When not in use, all vehicles used by the Contractor shall be locked and the keys removed. This is intended to protect the property of the Contractor and the safety of VA employees and patients/visitors at participating VA facilities. The VA shall not be responsible for vandalism or stolen material nor devices used or supplied by the Contractor.

All equipment, chemicals, baits and other supplies in the performance of the services shall have proper labels, and Safety Data Sheets (SDS) shall be available. The Contracting Officer or his designee shall notify the Contractor of any non-compliance with the foregoing provisions and the action to be taken. After receipt of such notice, the Contractor shall immediately correct the conditions to which attention has been directed. Such notice, when served on the Contractor or his representative at the work site, shall be deemed sufficient for the purposes aforesaid. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue a stop-work order for all or any part of the work and hold the Contractor in default as herein elsewhere provided.

10. CHANGES:

The contractor is advised that only the Contracting Officer (CO), acting within the scope of the contract, has the authority to make changes which may affect the contract terms and conditions, quality, quantity, price and/or delivery. It is highly encouraged and advised that the contractor contact the CO for approval in the event there are changes prior to proceeding. No other individual has the authority to make these binding changes and/or comments.

11. APPLICABLE DOCUMENTS, STANDARDS, LAWS AND/OR REGULATIONS:

Contractor is solely responsible for meeting any current or future requirements, approvals or certifications as may be levied by applicable legal, regulatory, accrediting body, governing body, and/or local, state, federal requirements as required by law. Due to continuous regulatory changes in both state and federal laws, the contractor shall be in compliance of new regulations within thirty (30) calendar days of notification.

12. CONTRACTOR SUBMITTALS /INSURANCE REQUIREMENTS:

Contractor shall be required to provide copies of the following: The Contractor is required to comply with Federal and State Workers Compensation and liability insurance. Reference FAR clause 52.228-5-Insurance and Subpart 28.307-2-Liability. Within 15 days of contract award the Contractor shall furnish to the Contracting Officer certification from his/her insurance company indicating that the coverage has been obtained and that it may not be changed or cancelled without guaranteed thirty (30) day notice to the Contracting Officer. New certifications shall be furnished prior to the expiration date.

13. CONFLICT OF INTEREST:

The Contractor shall not employ any person who is an employee of the United States Government if the employment of that person creates a conflict of interest. The Contractor shall not employ any person who is an employee of the Department of Veterans Affairs (VA) unless such person seeks and receives approval in accordance with VA Regulations and public law. Nor shall the Contractor employ any person who is a member of the immediate family of a VA employee employed at the VA Health Care System if the employment of that family member would create a conflict of interest or appearance of a conflict of interest, particularly with regard to influencing the contract negotiations, terms of the contract, or the work carried out under the contract.

In any such case, the VA must review the matter and give its approval in accordance with agency ethics rules. Contractor shall ensure no violation of ethics occurs between VA staff, VA patients and families of VA staff. Staff shall not accept, solicit, allow or invite gifts, gratuities, sales of items, etc. Any occurrence shall be reported to the COR along with corrective action taken, and the reports will be kept on file for the duration of the contract. The parties agree that the contract personnel working under this contract shall not be considered VA employees for any purpose and shall be considered employees of the Contractor.

14. CONTRACTING OFFICERS REPRESENTATIVE (COR):

No service shall be provided without the approval of the Contracting Officers Representative (COR) or his/her designee of this contract. The Contractor shall not accept any instructions issued by any other person(s) other than the Contracting Officer or his/her delegated representative acting within the limits of his/her authority.

Delegation of Authority letter(s) shall be forwarded to the Contractor after contract award identifying the COR(s) and all representatives of VASDHS authorized to order services and to accept or reject services from the Contractor. This designation shall be furnished in writing to the Contractor prior to commencement of the contract.

15. INSPECTION AND ACCEPTANCE CRITERIA:

The COR can perform inspection of the work performed without the presence of the Contractor and determine whether the work performed is within standards expressed in this scope of work. It is VA prerogative to hire an independent qualified third party to check the validity of the work conducted.

16. COMPLAINTS:

Contractor shall promptly and courteously respond to complaints within 3 working days. Including complaints brought to Contractor's attention by the CO. Contractor shall maintain a written record of all complaints, both written and oral showing the identity of the individual, the nature of the complaint, and Contractor's response. Contractor shall permit the Government to inspect such records upon reasonable notice.

17. REQUIRED REGISTRATION:

- 1) System for Award Management: www.SAM.gov
- 2) Data Universal Numbering System (DUNS): In accordance with FAR Provision 52.212-1 paragraph (j), the Contractor shall provide the Dun and Bradstreet number assigned to his/her firm in the space provided below:
DUNS#: - -
- 3) Service Disable Veteran Owned Small Business (SDVOSB), Vendor Information Pages (VIP) website; (www.vip.vetbiz.gov).

SECTION C - CONTRACT CLAUSES

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

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

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

C.1 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.2 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.3 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)

The Contractor shall not make reference in its commercial advertising to Department of Veterans Affairs contracts in a manner that states or implies the Department of Veterans Affairs approves or endorses the Contractor's products or services or considers the Contractor's products or services superior to other products or services.

(End of Clause)

C.4 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION)

(a) *Definition.* For the Department of Veterans Affairs, "Service-disabled veteran-owned small business concern or SDVSOB":

(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 or eligible surviving spouses (see VAAR 802.201 Surviving Spouse definition);

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans (or eligible surviving spouses) or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran;

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document;

(iv) The business has been verified for ownership and control pursuant to 38 CFR 74 and is so listed in the Vendor Information Pages database, (<https://www.vip.vetbiz.gov>); and

(v) The business will comply with subcontracting limitations in 13 CFR 125.6, as applicable

(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).

(b) *General.*

(1) Offers are solicited only from verified service-disabled veteran-owned small business concerns. Offers received from concerns that are not verified service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a verified service-disabled veteran-owned small business concern.

(c) *Agreement.* A service-disabled veteran-owned small business concern agrees that in the performance of the contract, the concern will comply with the limitation on subcontracting requirements in 13 CFR §125.6.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if the joint venture complies with the requirements in 13 CFR 125.15, provided that any reference therein to SDVO SBC is to be construed to apply to a VA verified SDVOSB as appropriate.

(e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in FAR 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

C.5 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.6 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 California. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

C.7 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/>

<http://farsite.hill.af.mil/vmfara.htm>

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	JAN 2017
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS— COMMERCIAL ITEMS	JAN 2018
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.233-1	DISPUTES	MAY 2014
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984

(End of Addendum to 52.212-4)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

**D.1 WAGE DETERMINATION (WD) 15-5613 (Rev. – 10) Dated 08/07/2018 (See
attached)**

SECTION E - SOLICITATION PROVISIONS

E.1 ADDENDUM TO 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS

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:

1. **Site Visit:** Attendance is NOT mandatory, but highly encouraged so offeror(s) can inspect the site(s) where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent the information is reasonably obtainable. **This will be the only site visit provided by the Government.** Offerors shall be responsible and shall NOT be reimbursed by the Government for any costs or travel expenses incurred related to the site visit. The site visit inspection will be held on the following schedule listed on the table below:

PARTICIPATING FACILITY	ADDRESS	DATE	FROM	TO
VAGLAHS	11301 Wilshire Blvd. Los Angeles, CA 90073	08/22/2018	9:30 AM PST	10:30 PM PST
SACC	16111 N Plummer St. Los Angeles, CA 91343	08/22/2016	11:00 AM PST	12:00 PM PST
LAACC	351 E Temple St., Los Angeles, CA 90012	08/23/2016	11:00 AM PST	12:00 PM PST

All interested Contractors are **required** to confirm attendance via email at Kevin.vo@va.gov **no later than 2:00 PM PST on Tuesday, August 21, 2018.** The email must include the following:

- i. **Subject of email:** RFQ # 36C26218Q9882 – VAGLAHS INSPECTION SERVICES OF PEST CONTROL SERVICES – Site Visit Request.
- ii. **Body of email:**
 - Company Name;
 - Point of Contact, phone number and email address; and
 - List of all attendees (no more than 3 attendees per company)

Contracting Officer will acknowledge receipt of your request and provide details of the meeting location. If no request received by the required date, site visit will **not** be conducted.

GENERAL INSTRUCTIONS FOR QUOTE SUBMISSIONS:

Offeror should thoroughly review the specifications and become familiar with areas of coverage prior to submitting a quote. Failure to understand the contract requirements shall not relieve the successful Offeror from performing in accordance within the strict meaning and intent of the specifications.

2. **Submitting Offer:** Offeror(s) are reminded to thoroughly review the solicitation in its entirety and shall submit the following:
 - 1) Offer Form (Standard Form 1449) – Complete box 17a of page and sign/print/date in box 30a/b/c/ of page 1; Contract Administration; Acknowledgment of Amendments; Required Registration; DUN Number.
 - 2) The **Price/ Cost Schedule** provided in this Solicitation. No other format for the submission of the Price/Cost Schedule shall be accepted.
 - 3) **Special Standards of Responsibility. Licenses.** The Offeror shall provide the following licenses for personnel working under the contract: (1) California’s Business License with the Structural Pest Control Board (2) California’s Pest Control License, (3) California’s Wildlife Trappers License, and (4) Licenses that are required by the State of California to perform pest control services.

Offeror is advised the Government may be unable to receive other types of electronic files (e.g. compressed or zip files) or files larger than ten (10) megabytes (MB). **It is the offeror’s responsibility to ensure all required documents are included and completed as required by this solicitation.** Offeror(s) shall submit their quotes to Kevin H. Vo via email at Kevin.vo@va.gov. Ensure to reference solicitation # 36C26218Q9882 – VAGLAHS PEST CONTROL SERVICES” in the subject line of the email.

1. Questions shall be submitted in writing via email no later than October 17, 2018 to Kevin H. Vo at Kevin.vo@va.gov. All questions will be answer via an amendment to this solicitation on or about October 22, 2018. No questions will be answered after this date.
3. **Submission Deadline:** All offer(s) shall be received by the Due Date (**See block 8 of the 1st page of the SF 1449**). Offer(s) received after the prescribed deadline, may be considered non-responsive and may not be considered for award.

E.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

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

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

(End of Provision)

E.4 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Kevin Vo

Hand-Carried Address:

Department of Veterans Affairs
Network Contracting Office 22
4811 Airport Plaza Drive, Suite 600
Long Beach, CA 90815

Mailing Address:

Department of Veterans Affairs
4811 Airport Plaza Drive, Suite 600
Long Beach, CA 90815

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

(End of Provision)

E.5 52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of Provision)

E.6 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

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

- (1) Include the name, address, fax number, and telephone number of the protester;
 - (2) Identify the solicitation and/or contract number;
 - (3) Include an original signed by the protester or the protester's representative and at least one copy;
 - (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
 - (5) Specifically request a ruling of the individual upon whom the protest is served;
 - (6) State the form of relief requested; and
 - (7) Provide all information establishing the timeliness of the protest.
- (b) Failure to comply with the above may result in dismissal of the protest without further consideration.
- (c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

E.7 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

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

(End of Provision)

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics,
Risk Management Team, Department of Veterans Affairs
810 Vermont Avenue, N.W.
Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management
811 Vermont Avenue, N.W.
Washington, DC 20420

E.8 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

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

(End of Provision)

E.9 VAAR 852.271-70 NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES (JAN 2008)

The contractor agrees to provide all services specified in this contract for any person determined eligible by the Department of Veterans Affairs, regardless of the race, color, religion, sex, or national origin of the person for whom such services are ordered. The contractor further warrants that he/she will not resort to subcontracting as a means of circumventing this provision.

(End of Provision)

E.10 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)

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

(End of Provision)

E.11 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/>

<http://farsite.hill.af.mil/vmfara.htm>

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.217-5	EVALUATION OF OPTIONS	JUL 1990

(End of Addendum to 52.212-1)

E.12 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

(a) *Basis of Award.* This procurement is being conducted pursuant to FAR Part 13 procedures. The Government intends to award a contract resulting from this solicitation to the responsible offeror who offers the lowest price, whose price is found to be reasonable, and whose quote does not take exception with any of the requirements for this procurement specified in the solicitation. In addition to the general standards of responsibility found at FAR § 9.104-1, in accordance with FAR § 9.104-2, the special standards of responsibility described below apply to this procurement. **Offerors who fail to meet the special standards of responsibility will not be eligible to receive contract award.**

Special Standards of Responsibility. Licenses. The following special standards of responsibility apply to this procurement: Personnel performing work under the contract shall possess the following licenses: (1) California's Business License with the Structural Pest Control Board (2) California's Pest Control License, (3) California's Wildlife Trappers License, and (4) Licenses that are required by the State of California to perform pest control services.

(b) *Evaluation Process.* Quotes will be evaluated in the following manner. The lowest-priced offer will be identified. The quote for the lowest-priced offer will be evaluated to determine if the offered price is reasonable and if the quote does not take exception with any of the requirements for this procurement. If the price is found to be reasonable and the quote does not take exception with any of the requirements for this procurement, the contracting officer will determine if the offeror is responsible using the general and special standards of responsibility for this procurement. If contract award cannot be made to the lowest-priced offer, the contracting officer will evaluate the next lowest-priced offer. This process will continue until a contract award can be made, or the contracting officer determines that no contract award can be made. The contracting officer may find all offers not acceptable and cancel the procurement if the lowest-priced offer exceeds the amount of funding available for the procurement. The Government intends to evaluate offers and award a contract without discussions with offerors. However, the Government reserves the right to conduct discussions at any time if determined by the contracting officer to be in the Government's interest.

(c) *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).

(d) *Acceptance of Offer.* 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)