

Reference Pages for content of 36C25919Q0023 Combine
Synopsis/Solicitation

General Information.....	1
ORDERING INFORMATION.....	2
Performance Work Statement.....	3
Contract Clauses.....	12
Provision clause and Instruction to Contractors.....	19
<i>Evaluation for Award.....</i>	<i>23</i>

Combined Synopsis/Solicitation for Commercial Items -36C25919Q0023-*Unrestricted- No Set Aside*

General Information

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Contracting Office Address

DEPARTMENT OF VETERAN AFFAIRS
NCO 19
1011 HONOR HEIGHTS DRIVE
MUSKOGEE OK, 74401-1318
Contracting Officer -Tony D. Mathews
Email: tony.mathews2@va.gov

Any questions or concerns regarding this solicitation should be forwarded in writing via e-mail to the email above.

Description

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Federal Acquisition Regulation (FAR) subpart 12.6, "Streamlined Procedures for Evaluation and Solicitation for Commercial Items," and FAR 13 Simplified Acquisition Procedures (SAP) as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; **QUOTATIONS** are being requested, and a written solicitation document will not be issued.

This solicitation is a **Request for Quotations (RFQ)**. The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular FAC 2005-99 (effective 06/15/2018 & 07/15/2018 & VAAR Class Deviation effective 07/15/18)

The associated North American Industrial Classification System (NAICS) code for this procurement is **561710** with a small business size standard of **\$11 Million**.

Requesting Program Office:
The Engineering Department of the Jack C. Montgomery VA Medical Center, located at
1011 Honor Heights,
Muskogee Oklahoma 74401-1318

Combined Synopsis/Solicitation for Commercial Items -36C25919Q0023-**Unrestricted- No Set Aside**

This open-market combined synopsis/solicitation for an **Integrated Pest Management service**.

ORDERING INFORMATION

- **TYPE OF CONTRACT:** Firm Fixed Price- Indefinite Quality (IDQ) Contract single award contract.
- **CONTRACT PERIOD OF PERFORMANCE:** This IDQ contract will be (5)-years *estimated start date: **Nov 19, 2018** ending: **Nov 18, 2023***. For administration and tracking purposes, the (5) years will be separated into (12) months performance periods to be called Contract Years. (see Price Schedule)
- **ORDERING PROCEDURES:**
 - Only Network Contracting Office 19 (NCO 19) Warrant Contracting Officer, can issue a task order against this IDQ contract.
 - Once a determination for award is made. The Warrant Contracting Officer will issue the IDQ contract for signature to awardee. Upon receiving the dated and signed contract, a task order will be issued for the services needed. Every twelve (12) months a new task order will be issued for any task that are needed.
 - Every thirty days (30), the contractor will submit an invoice for the task accomplished per the PWS. Once the tasks are certified by the Contracting Officer Representative (COR). Payment will be issued. See **VAAR Clause 852.203-70** listed in this document for invoice submission requirements.
 - For each Contract Year a different PO number will be issued for invoicing purposes. The PO number will be stated on the task order for each given contract year.
- **MINIMUM & MAXIMUM ORDER:** See **Price Schedule** for the Minimum and Maximum on Order-
 - Note: The guarantee *Minimum* for each given item, that specified *guarantee minimum*, is only applicable in Contract Year 1. There is no guarantee minimum in the succeeding Contract Years (2-5)
- **AUTHORIZE USERS:**
 - Only the Environmental Management Service (EMS) of VISN 19 VA Medical Center of Cheyenne WY can utilize this IDQ Contract.
- **GOVERNMENT PURCHASE CARDS:**
 - A Government Purchase card is **NOT** allowed under this IDQ contract.

Performance Work Statement (PWS)

A. GENERAL

Implement an Integrated Pest Management Services (IPMS) for achieving long term environmentally sound pest suppression with a wide variety of technological and management practices. To include structural and procedural variations that reduces the food, water, harborage, and access used by pests

B. PERFORMANCE OBJECTIVES:

The Contractor shall furnish all supervision, labor materials, and equipment necessary provide a comprehensive pest management services. This service shall offer surveillance, trapping, pesticide application, pest removal components and applicable reporting along with detailed, for structural and technical alterations, for pest control indoor and outdoor, within the property boundaries of the buildings.

C. PLACE OF PERFORMANCE

VA Medical Center (VAMC)
2360 East Pershing Blvd.
Cheyenne, WY 82801-8322

Fort Collins Community Base Outpatient Clinic (CBOC)
2509 Research Blvd.
Fort Collins, CO 80526-8108

D. LOCATIONS TO IMPLEMENT IPM:

I. **Critical Areas:**

a. **Once per month:**

i. **Cheyenne VAMC:**

1. Dietetic Service
2. Warehouse (Bldg. #12)
3. Boiler Plant (Bldg. #13)
4. Canteen Service
5. B Basement
6. D Basement-Douglas Fir Building
7. Bed Bugs Inspection (*If requested*)

ii. **The Fort Collins CBOC**

1. Inspection of all exterior areas for pests and rodents
2. Inspection of all interior areas for pest activity
3. Inspection Bedbug infestation

a. Note: *If infestation is found, the Contractor will immediately notify the Contracting Officer Representative (COR).*

b. Semi-annually-Estimate time or preferred is September & March. However, if IPM dictate a better option please follow it.

- i. Location to implement IPM, to prevent infestation of mice and rats at the Cheyenne VAMC:

1. A Basement Crawlspace
2. B Basement Crawlspace
3. C Basement Crawlspace

II. Non-Critical Areas

Quarterly Inspection and treatment if requested by COR.

Location to implement IPM

VAMC 2360 E. Pershing Blvd, Cheyenne WY

- i. Arrowhead Building – Clinical Addition
- ii. Buffalo Building - Main Hospital - B Building
- iii. Cowboy Building – Main Hospital – C Building to include new addition effective February 2019
- iv. Douglas Fir Building - Administrative Offices, Canteen and Dental Clinic
- v. Building No. 4 - Administrative Offices
- vi. Building No. 5 – Administrative Offices

- vii. Building No. 6 - Administrative Offices
- viii. Building No. 7 - Administrative Offices
- ix. Building No. 8 - Administrative Offices
- x. Building No. 11 – Engineering
- xi. All Exterior Garages and Buildings used for Storage

E. PERIOD OF PERFORMANCE:

- a. See Order Information page

F. OPERATION CONSTRAINTS:

- a. VA Medical Center Hours of Operation- 8:00 AM – 4:30 PM
- b. National Holidays: New Years Day, Martin Luther King’s Birthday, President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day and Christmas Day and any other day specifically declared by the President of the United States to be a national holiday.

G. CONTRACTOR REQUIREMENTS:

- a. Inspect to determine pest management measures are appropriate and required.
- b. Recommend and communicate to the COR environmental sanitation practices that restrict or eliminate food, water or harborage for pests and recommend engineering practices that limit entry of pests.
- c. Collection and disposal of all pests.
- d. The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work

H. PEST CONTROL:

- a. Control general structural arthropod pests (i.e., cockroaches, ants, carpet beetles, spiders, carpenter ants, carpenter bees, etc.).
- b. Control flying insect pests (i.e., housefly, stable fly, blow flies, etc.).
- c. Control predatory pests (i.e., lice, bedbugs, fleas, mites, ticks, bees, wasps, mosquitoes, scorpions, etc.)

- d. Control stored product pests (i.e., saw tooth grain beetle, red confused flour beetle, trogderma beetles, grain moths etc.)
- e. Control mice and rats (i.e., house mouse, field mouse, roof rat, Norway rats, etc.)
- f. Control wood destroying organisms (i.e., subterranean termites, dry wood termites, fungi, wood boring beetles, etc.).
- g. Control aquatic pests (i.e., mosquito larva/pupae, algae etc.).

I. CONSTRAINTS TO IMPELEMATING OF THE IPM:

- a. Selection and utilization of **non-chemical control methods** to maximum extent possible for elimination and controlling of pest, i.e. insect electrocution devices, traps, caulking, air screens, etc.
- b. The contractor shall utilize **bio-based** chemical treatment to maximum extent possible when chemical control methods are necessary for elimination and controlling of pest-USDA and/or EPA approved.
- c. Fumigation treatments may require separate scheduling as approved by COR for the convenience of the facility.
- d. All rodenticides or traps shall be placed only at times and in the areas approved by the COR or his/her designee.
- e. Rodenticides, and/or traps shall be replaced as necessary and per manufacturer recommendations.
- f. No pest control material or trap shall be placed where it may be recovered by patients, nor shall such material be allowed to contact food or cooking utensils.
- g. The contractor shall conform to all federal, state, and local regulations governing examining and licensing of pest control operators and performance of pest control.
- h. use of approved pest control chemicals and equipment, and proper disposal methods for all products/containers, which may be in effect for the area where the work under the contract will be performed.

J. EMERGENCY CALLS

EMERGENCY CALLS: The Contractor shall response within 24 hours after receipt of notification by the COR to correct the emergent condition.

K. REPORTING FOR SCHEDULED SERVICES: Contractor shall report to Bldg 1 Rm # A354, on scheduled days for any instructions for location of infestation, as called in by wards, clinics, etc. They will submit a written report of all activities following each visit, with the signature of the COR or designee responsible. Contact EMS 307-214-6974

L. STORAGE OF PEST CONTROL MATERIALS:

Storage of pest control materials or equipment are prohibited without the written approval of the COR.

M. SERVICE REPORTING REQUIREMENTS:

a. Initial Service Report Requirements:

The Contractor shall complete a thorough professional assessment of each location to determine:

- i. Pest control needs of each location.
- ii. Frequency of treatment necessary. (*note: present frequency stated are preferred, however depending on the assessment, this need be adjusted to minimize any pest relative to a given location.*)
- iii. Problem areas. (*note: although critical areas are listed, after a professional assessment other may need to be included*)
- iv. **VA Practices that may contribute to pest infestations and issues and recommendation for correcting the problem.**
- v. Once the assessment is complete, the contractor will, consider any background information provided by COR and develop a IPM plan of action to monitor and treat the given pests within the **Constraints** Section I.
- vi. IPM plan shall be submitted at least 5 working days following the award of the contract. The IPM plan requires approval by the Contracting Officer Representative (COR) prior to implementation.

b. On-going Service Report Requirements:

- i. After each service (scheduled or non-scheduled) contractor personnel will submit documentation including but not limited to:
 1. The name and address of the individual who applied the pesticide.
 2. The location, by building and room number where each pesticide was applied.

3. The pest or pests against which the pesticide was applied.
4. The date and time of application.
5. The brand name of the pesticide applied.
6. The name of the pesticide manufacturer, or the federal environmental protection agency registration number of the pesticide.
7. The rate of application or amount of the pesticide applied, and the total area treated.
8. The contractor is responsible for supplying, completing and submitting all reports required or requested by Federal, State or local ordinances, which pertain to any duties contained in the contract.
9. The Contractor will furnish the COR's office, prior to initial application the trade names (if any), and the chemical names of all approved pesticides/chemicals along with appropriate antidote information and current – Safety Data Sheet (SDS). The Contractor shall supply this information as new products are submitted for approval to the COR.

N. INVOICE FORMAT:

- a. The contractor invoice shall list the total hours spent at the given location and task performed. One- line invoicing is not permitted under this contract. If the contractor accounting system doesn't allow for itemize listing. The contractor shall provide in addition to the invoice, an itemize sheet stating the task and hour applied to given location that equal the price of the submitted invoice.
- b. Invoice received with one-line item, will be rejected and returned for proper submission.

O. MODIFICATIONS-IMPORTANT NOTICE

- a. **ALL orders or modification outside the scope of contract performance requires express written or verbal approval by the Contracting Officer (CO). Any orders or modifications made that are *NOT* approved by a CO, prior to performance, will result in NO PAYMENT by the Government.**

P. CONTRACTOR PERSONNEL BADGES AND PARKING:

- a. The contractor shall provide the COR with a list of contractor employees expected to enter the buildings. While on VA premises, all contractor personnel shall comply with the rules, regulations, and procedures governing the conduct of personnel and the operation of the facility.

- b. An access badge will be provided by the VA Police and given to the contractor's employee upon entrance into VA buildings. The contractor employee must safeguard the access badge and immediately report any lost, stolen, or destroyed badges to the COR. All contract personnel must properly display their access badges. Access badges must be worn at or above the waist (facing forward.). The contractor's employees must return the access badge(s) to the VA Police at the end of each visit.
- c. The contractor shall be required to comply with all security policies/requirements of the Cheyenne VAMC and associated CBOC. All security policies/requirements must be met and employees cleared prior to the contractor performing work under this contract. Employees that cannot meet the security and clearance requirements shall not be allowed to perform work under this contract.
- d. It is the responsibility of the contractor's personnel to park in the appropriate designated parking areas. Parking information shall be coordinated with each facility COR.
- e. Cheyenne VAMC does not validate or make reimbursement for parking violations of the contractor's personnel under any circumstance.

Q. INTERFERENCE TO NORMAL FUNCTION:

- a. In the event of a Government Delay (emergency situation, utility services, fire protection service or any action may deem necessary), contractor services may be stopped and rescheduled. The Government will give the contractor consideration related to the delay cause by the Government. The consideration will not exceed 10% of the monthly invoice for IPM service. And will must be submit within billing cycle for when the delay occurred.

R. GOVERNMENT RESPONSIBILITY:

- a. COR or the designee will provide access to secured areas. If access is required to secure areas, prearranged scheduling will be made with COR or designee.

(End of Performance Work Statement)

Quality Assurance

Measures	PWS Reference	Performance Requirement	Standard	Acceptable Quality Level	Surveillance Method	Incentive	Disincentive
IPMS Plan of Action	Section D, H, I, M	Contractor implementation of plan results in no pest recurrence complaints	Qualified personnel onsite to perform applicable task as specified.	100%	Review of list of Re-occurrences of pest complaints	Favorable contractor performance evaluation.	Unfavorable contractor performance evaluation/ Correction of problem at no cost to the government-If repetitive complaints of pest in any given area, formal action may be taken in accordance with FAR policy for remediation for poor performance
Service Reporting Requirements	Section M	Required documents in record keeping system.	Maintain per county, state and federal law, agency policy and guidelines	100%	A review of Contractor Record Keeping System keeps on site.	Favorable contractor performance evaluation.	Repetitive infraction may result in formal action may be taken in accordance with FAR policy for remediation for poor performance

Combined Synopsis/Solicitation for Commercial Items -36C25919Q0023-*Unrestricted- No Set Aside*

Performance of Service within the Constraints	<i>Constraint</i> s Section I	Contractor follows state, county, federal, agency policy and guidelines for service and use baits, pesticides	State, county, federal, agency policy and guidelines	100%	Periodic inspection during service performance and random inspection of property – Notice of a validation from a public authority	Favorable contractor performance evaluation.	Repetitive infraction may result in formal taken in accordance with FAR policy for remediation for poor performance.
Timely submission of and format Invoicing	VAAR Clause 852.232-72- Electronic Submission of Payment Request/ Section N.	Within 30 days of the end of each month services were provided; the contractor shall provide itemized invoicing	All itemized invoices provided within 30 days of end of each month services delivered	100%	Inspection	Favorable contractor performance evaluation.	Unfavorable contractor performance evaluation

Contract Clauses

The following contract clauses apply to this acquisition:

- FAR 52.212-4 **Contract Terms and Conditions–Commercial Items (Jan 2017)** (incorporated by reference)

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

- 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://acquisition.gov/comp/far/index.html>. FAR
<http://www.va.gov/oal/library/vaar/> VAAR

- 52.203-17 **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)**
- 52.204-9 **PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)**
- 52.204-18 **COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)**
- 52.223-2 **-AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER THE SERVICE AND CONSTRUCTION CONTRACTS (SEPT 2013)**
- 52.228-5 **INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**
- 52.232-19 **AVAILABILITY OF FUNDS (APR 1984)**
- 52.232-40 **PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)**
- 52.233-3 **PROTEST AFTER AWARD (AUG 1996)**
- 52.237-3 **CONTINUITY OF SERVICES (JAN 1991)**
- 52.242-17 **GOVERNMENT DELAY (APRIL 1984)**

(End of Clause)

- 52.216-18 **ORDERING (Oct 1995)**
 - (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from [See **Ordering Information** page]
 - (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

Combined Synopsis/Solicitation for Commercial Items -36C25919Q0023-*Unrestricted- No Set Aside*

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

○ 52.216-19 **ORDER LIMITATIONS** (Oct 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than [See Price Schedule] is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

(1) Any order for a single item in excess of [See Price Schedule].;

(2) Any order for a combination of items in excess of [See Price Schedule].; or

(3) A series of orders from the same ordering office within 250 working days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

○ 52.216-20 **INDEFINITE QUANTITY** (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after

November 18, 2023.

Combined Synopsis/Solicitation for Commercial Items -36C25919Q0023-*Unrestricted- No Set Aside*

(End of Clause)

○ 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 **15** days.

(End of Clause)

○ CL-120 **SUPPLEMENTAL INSURANCE REQUIREMENTS**

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: \$500,000.00 per occurrences.

(c) Automobile liability: \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

- VAAR 852.203-70 **COMMERCIAL ADVERTISING (JAN 2008)** 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.

○ VAAR 852.232-72 **ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

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

Combined Synopsis/Solicitation for Commercial Items -36C25919Q0023-*Unrestricted- No Set Aside*

(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.

- 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

Combined Synopsis/Solicitation for Commercial Items -36C25919Q0023-*Unrestricted- No Set Aside*

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 Oklahoma. 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 Addendum to 52.212-4)

- FAR 52.212-5 ***Contract Terms and Conditions Required to Implement Statutes or Executive Orders (JAN 2017) Incorporated by Reference.***
 - (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E. Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions
in subsequent appropriations acts (and as extended in continuing resolutions)).
 - (2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
 - (3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
 - (4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78) (19 U.S.C. 3805 note)).
 - (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - (4) 52.204-10, Reporting Executive Compensation & First-Tier Subcontract Awards (OCT 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note)
 - (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (PUB. L. 111-117, section 743 OF DIV. C).
 - (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015) (31 U.S.C. 6101 note).
 - (22) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).
 - (25) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
 - (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
 - (28) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).
 - (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

Combined Synopsis/Solicitation for Commercial Items -36C25919Q0023-*Unrestricted- No Set Aside*

- (33)i, 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513)
- (49) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (55)) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (JUL 2013) (31 U.S.C. 3332).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

<u>WG-Step 2</u>	<u>Title</u>	<u>Monetary wage rate</u>	<u>Fringe Benefit wage rate</u>
WG-10	Pest Controller	\$25.20	\$7.50

- (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67)
- (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
- (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706)
- (11) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31 U.S.C. 5112(p)(1)).

(d)) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

Combined Synopsis/Solicitation for Commercial Items -36C25919Q0023-*Unrestricted- No Set Aside*

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, or the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (v) 52.222-21, Prohibition of Segregated Facilities (APR 2015)
- (vi) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).
- (vii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (ix) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212)
- (x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xi) 52.222-41, Service Contract Labor Standards (MAY 2014), (41 U.S.C. chapter 67).
- (xii) (A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services – Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).
- (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
- (xvii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xviii) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
(B) Alternate I (JAN 2017) of 52.224-3.
- (xix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note)
- (xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of Clause)

Provision clause and Instruction to Contractors

The following solicitation provisions apply to this acquisition

Incorporated by reference (IBR)

- FAR 52.212-1 *Instructions to Offerors–Commercial Items* (Jan 2017)

(End of Provision)

- The following provision **clauses** are incorporated into **52.212-1** as an addendum:

1. Instruction – Attachment -Price Schedule

Please Complete price schedule and return in the quotation package. All applicable labor rates for the given labor category must be reflected in the Offerors pricing (Total Price) in accordance with Service Contract Labor Standards. [See Attached Department of Labor (DOL) Wage Determination section for applicable labor category hourly rate and other required rates]

Note: The DOL wage determination will be incorporated into the resulted contract of this solicitation.

- ### **2. Instruction-**
- It is the Government intend to award a contract from this combined synopsis/solicitation that includes the terms and conditions as set forth herein. To facilitate the award process, all *quotes* must include a **statement regarding the terms and conditions herein as follows:**

1. *"The terms and conditions in the solicitation are acceptable to be included in the award document without modification, deletion, or addition."*

OR

2. *"The terms and conditions in the solicitation are acceptable to be included in the award document with the exception, deletion, or addition of the following:*

Combined Synopsis/Solicitation for Commercial Items -36C25919Q0023-*Unrestricted- No Set Aside*

- a. *The contractors* shall list exception(s) and rationale for the exception(s).

3. Instruction-Please format your Quotation Package as follow:

1. Minimum (1) one Cover Page of Company Information to include:
 - a. *Combine Synopsis/Solicitation # and Title of Service*
 - b. *Company Name*
 - c. *Dun's #*
 - d. *Company Operation Address*
 - e. *Company POC -Office number and email address*
 - f. A selection of either **1 or 2 under Instruction 2** "**Statement regarding the terms and conditions**" at the bottom cover page with Date/Name and signature, **note**: if option 2 under **Instruction 2** is selected, please follow directions accordantly.

2. Experiences

- a. Supporting documentation of year as pest company in providing Integrated Pest Management services.

3. License and Certification authorizing your company to apply and treat approved pesticides for each State (Wyoming and Colorado).

4. References for past performance for similar or like services.

The contractor should provide [at minimum] (3) three reference. Please included the following:

- a). Company Name
- b). Point of Contact
- c). Phone number
- d). Email address

Please state if it's a present contract or past one

Please note- The Government reserves the right to review any resources for past performance if it deems necessary to do so.

5. Price Schedule

6. Amendments to Solicitation (*if applicable*)

4. Instruction- Submission shall be received no later than date and time specified on page 1 of *General Information* page, Section: **Response date**.

- a. The **preferred method** of quotation delivery is **via email** at tony.mathews2@va.gov.

Combined Synopsis/Solicitation for Commercial Items -36C25919Q0023-*Unrestricted- No Set Aside*

IMPORTANT NOTE: Please note there are (6) sections under **Instruction 3**, please submit (6) separate attachments-NOT one attachment that includes all the required documents to make up one single document.

- b. **Regular mail delivery**, send quote to:
Jack C. Montgomery VA Medical Center
1011 Honor Heights Drive
Muskogee OK. 74401-1318
ATTN: Administration Building (Contracting Department-Tony D. Mathews)
- c. **For hand delivery:**
Please call for direction to Administration Building
918-577-3923

Regardless of the option of delivery, your quotation package should be received by the date and time specified on page 1 of *General Information* page, Section: **Response date.**

5. Instruction-Late submissions shall be treated in accordance with the solicitation provision at FAR 52.212-1(f).

6. Instruction-Cutoff date for questions: **Oct 29 2018-9:30 AM CST.**

-End of Additional Instructions-

(End of Addendum to 52.212-1)

○ **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://acquisition.gov/comp/far/index.html>. (**FAR**) and
<http://www.va.gov/oal/library/vaar/> (**VAAR**)

- **52.204-16 *COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)***
- **52.223-1 *Biobased Product Certification (MAY 2012)***

○ **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

Combined Synopsis/Solicitation for Commercial Items -36C25919Q0023-*Unrestricted- No Set Aside*

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 (FAPIIS) 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)

○ 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

Combined Synopsis/Solicitation for Commercial Items -36C25919Q0023-**Unrestricted- No Set Aside**

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)

(End of Addendum to 52.212-1)

Evaluation for Award

○ FAR 52.212-2 **Evaluation-Commercial Items (OCT 2014)**

This is a commercial service acquisition under the authority of FAR Part 13.5, Simplified Procedures for Certain Commercial Items. FAR Parts 14 and 15 are not being used. In accordance with FAR Part 13 procedures, the solicitation identifies each evaluation factor but does not assign relative importance to each factor.

Contract award will be made based on the solicitation that represents the best value to the Government. Since the Contracting Officer is considering price and other factors, the CO may award to other than the lowest-priced offer. The information below explains the evaluation approach:

All quotation packages will be **comparative evaluated**- *An analysis of comparing the quotation packages that was received by each contractor, with one another.* This will be like a “side-by-side” comparison. Hence, an award will be made to the Contractor whose *quotation package* in comparison to all the other contractors are better as a “whole”, that will offer the best benefit to the government. *(Note: Please review Section 3 instruction as what is included in quotation package).*

The elements below will be used **to compare each contractor with one another**:

- Years of experience in with proving Integrated Pest Management services.
- And how well a contractor performed on similar services for other government agency or private company.
 - The Government reserve the right to review any resource for past performance, if deem necessary.
- Price.
- How well the contractor followed the solicitation addendum instructions for format and submission of their quotation package.
- License & Certifications provided.
- Acceptance of the Terms and Conditions as stated under Instructions # 2 under the 52.212-1 Addendum.
- Any additional **relative** information provided, that may support a superior service in compared to another contractor.

Important note: The listing above **is not** in any order of importance.

Combined Synopsis/Solicitation for Commercial Items -36C25919Q0023-*Unrestricted- No Set Aside*

- FAR 52.212-3 ***Offerors Representations and Certifications–Commercial Items*** (Jan 2017) (IBR)
 - If the Offeror has completed the annual representations and certification electronically, via the System for Award Management (SAM) Web site located at <https://www.sam.gov/portal>, then Offeror shall complete only paragraph (b) of the provision clause. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of the provision clause. Please visit <http://acquisition.gov/comp/far/index.html> and print out point a full copy of 52.212-3 provision clause and complete accordingly and return with quotation.