

This is a combined synopsis/solicitation for commercial items, prepared in accordance with the format in Federal Acquisition Regulation (FAR 12.6) as supplemented with additional information included in this notice. **This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued.**

**Solicitation number VA256-15-R-0798** is issued as a Request for Proposal (RFP). This solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-83. **Proposals are due on August 18, 2015 10:00 a.m., Central local time.**

**Solicitation is unrestricted.**

**NOTE: All documentation submittal due times are Central local time (New Orleans, Louisiana).**

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## A. SUPPLEMENTAL INFORMATION

1. This procurement is for the purchase of all equipment, labor, material, and supplies necessary to provide a fully functional interactive patient television system, across the continuum, to the VA Health Care System located in New Orleans, Louisiana at Veterans Administration Medical Center (VAMC), 2400 Canal Street, New Orleans, La. 70119.
2. All work shall be completed in accordance the Statement of Objectives (SOO), titled "Interactive Patient Television System", dated July, 23, 2015 and subsequent accepted Performance Work Statement (PWS), titled "Interactive Patient Television System".
3. NAICS code is 334220. Size Standard is 500 Employees.
4. Composite List of Abbreviations Used:
  - CLIN = Contract Line Item Number
  - COR = Contracting Officer's Representative
  - JB = Job (i.e. on payment after completion of entire CLIN requirements)
  - MTH = Months
  - EA = Each
  - IAW = in accordance with
  - POC = Point of Contact
  - SOO = Statement of Objectives
  - PWS = Performance Work Statement
5. Contract Type and Period of Performance:
  - 5.1 Upon award, contract will be a FFP contract. The contract will consist of CLINs for equipment, delivery/installation and implementation.
  - 5.2 The anticipated Period of Performance for delivery and installation is from September 11, 2015 to November 18, 2016. See SOO paragraph 2.7.3.2 for estimated phasing.
6. Compensation for Services Rendered:
  - 6.1 The Contractor will be paid at the prices in the Schedule of Supplies/Services.
  - 6.2 Proposals shall include a total Firm Fixed Price for CLIN 0001 - 0018 for equipment, installation and implementation per Schedule B below.
7. Place of Performance:
  - 7.1 Services shall be performed at New Orleans, Louisiana.
8. Inspection and Acceptance:
  - 8.1 The COR will inspect all completed services. Final acceptance will be performed by the COR by verification of the supplies delivered, installed and implemented and support services performed and certification of contractor's invoices.
9. Invoicing Procedures:
  - 9.1 Offeror may submit monthly invoices for any completed and government accepted items on the Price Schedule. See VAAR Clause 852.232-72, Electronic Submission of Payment Requests for invoicing procedures.
10. System for Award Management (Sam) Registration/Contractor Responsibility
  - 10.1 All Contractors are required to be registered in SAM Website: [www.sam.gov](http://www.sam.gov). Copy of SAM Registration must be provided with the proposal and maintained current throughout the performance of the contract.
- 11 Modifications:
  - 11.1 Contracting Officers within the networking contracting office issuing the contract, only, may issue Modifications to the contract.

11.2 Distribution will be made via email. No hard copies will be distributed.

12. Contractor Performance Assessment Reporting System ([CPARS](#)):

- 12.1 Upon completion of contract performance and annually if performance is longer than 365 days, the Contracting officer will evaluate contractor performance for use in future contract award decisions. The Contractor shall be provided an opportunity to comment on the contracting officer's evaluation. If you wish to familiarize yourself with this system, you can find it at [www.cpars.gov](http://www.cpars.gov).
- 12.2 The government retains the evaluations, contractor responses, and review comments, if any, as part of the contract file. The evaluations are available for Federal Agencies for support of future award decisions through the Past Performance Information Retrieval System ([PPIRS](#)).
- 12.3 The contractor must provide the contracting officer with the name and email address of the contractor CPARS POC. This is the person responsible for responding to these evaluations. This person will be granted access to CPARS during the award and assigned the system role of contractor representative (CR).

13. Online Representations and Certifications (ORCA):

- 13.1 Please note the requirements of FAR provision 52.212-3. Prospective Contractors shall complete electronic annual representations and certifications at [www.sam.gov](http://www.sam.gov) in conjunction with required registration in the SAM database. Representations & Certifications must be completed and/or updated by the date and time offers are due.

14. Working hours are between 07:00 – 04:30 pm, Monday through Friday. All federal holidays excluded. Any work outside of normal working hours must be pre-approved by the CO and COR. Federal holidays are available at the [Federal Holiday OPM Site](#).

15. Deliverables

- 15.1 See SOO Paragraph 6 for deliverables.

16. Delivery

- 16. All prices are to be proposed F.O.B. Destination

Location of Services to be received:

2400 Canal Street  
New Orleans, La. 70119

17. Subcontracting Commitments - Monitoring and Compliance

- 17.1 This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract 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 compliance with the subcontracting commitments.

18. Subcontracting Plan - Monitoring and Compliance

- 18.1 This solicitation includes FAR 52.219-9, Small Business Subcontracting Plan, and VAAR 852.219-9, VA Small Business Subcontracting Plan Minimum Requirement. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing the contractor's compliance with the plan, including reviewing the contractor's accomplishments in achieving the subcontracting goals in the plan. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data 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 compliance with the subcontracting plan.

19. Proposal Total Firm Fixed Price:

- 19.1 Proposals shall include a Total Firm Fixed Price for CLIN 0001 - 0018 for equipment, installation and implementation per Schedule B below. A breakdown of the FFP may be requested to determine price reasonableness.

20. Pre Proposal Conference and Site Visits

- 20.1 Pre-Proposal Conference will be conducted to improve the understanding of Government requirements and industry capabilities, thereby allowing potential Offerors to judge whether or how they can satisfy the Government's requirements.
- 20.2 An early exchange of information among the Offerors and the government can identify and resolve concerns regarding the acquisition strategy and schedules; the feasibility of the requirement, including performance requirements and data requirements; the suitability of the Proposal instructions; the availability of reference documents; and any other industry concerns or questions.
- 20.3 After release of the solicitation, the contracting officer must be the focal point of any exchange with potential Offerors; therefore, the meetings will be conducted in an informal but regulated environment for interaction between the government and the Offerors.
- 20.4 When information about a proposed acquisition that would be necessary for the preparation of Proposals is disclosed to one or more potential Offerors, that information must be made available to the public as soon as practicable in order to avoid creating an unfair competitive advantage. All questions submitted during the meetings will be answered via a formal amendment after all meetings are completed. Any proprietary questions will be generalized for the amendment or a specific answer is not guaranteed.
- 20.5 Schedule is as below:
- 20.5.1 A one-time pre-Proposal conference and site visit will be conducted on August 5, 2015 beginning at 09:00 am, 2400 Canal Street, New Orleans, La 70120. The pre-Proposal conference will begin promptly at 09:00 am followed by a tour of the project site.

Direction to the Southeast Louisiana Veterans Health Care System administrative building at 2400 Canal Street, New Orleans, LA 70119

From the west:

Take I-10 East toward the New Orleans Business District. Take exit 231 A (Pontchartrain Blvd.), turn left under I-10 toward City Park Ave. Once on City Park Avenue, take the first right onto Canal Street. Travel about 2 miles to 2400 Canal Street, which will be on the right.

From the east:

Take US-90 BUS East to the US-90/Claiborne Ave. exit. Merge onto US-90 East. Turn left onto Tulane Avenue and go about .6 miles to South Rocheblave Street. Turn Right on South Rocheblave and go about .3 miles to the corner of South Rocheblave and Canal Street. 2400 Canal is on the right.

If you have any problems finding the building, contact Mariel Ponseti at 504-558-1428.

- 20.5.2 OFFERORS ARE URGED AND EXPECTED to inspect the site where construction is to be performed and to satisfy themselves as to all general and local conditions which may affect the cost of performance of the contract; to the extent such information is reasonably obtainable. In no event will a failure to inspect the site constitute grounds for withdrawal of an offer after opening or for a claim after award of the contract.

## 21. Solicitation Questions

- 21.1 Questions must be submitted in writing. The questions format is provided as Attachment B (S02 RFP Attachment B Questions Request Form). Questions shall be submitted via electronic mail (e-mail) to: [michell.bocage@va.gov](mailto:michell.bocage@va.gov) with a copy to [roselyn.bailey@va.gov](mailto:roselyn.bailey@va.gov). Questions will be accepted up to 2:00 p.m. August 10, 2015. All questions and answers will be published via amendment to the solicitation.

## 22. Amendments to Solicitation

- 22.1 Acknowledged receipt of ALL amendments to this solicitation on the proposal transmittal letter. If any of the amendments to this solicitation furnish amended sections, the amended sections must be used in submitting your offer.

## 23. Offer Acceptance Period

- 23.1 The minimum offer acceptance period is 90 days. Please ensure that you allow at least the stated number of calendar days for the Government to accept your offer.

## 24. Submitting Offers

- 24.1 Offers must arrive at the designated location by the exact time and date as specified in this solicitation. Offers will only be received by this office via mail or by hand delivery. Transmission of offers by fax to this office is NOT ACCEPTABLE and will result in offers being rejected.

## B. PRICE SCHEDULE AND STATEMENT OF OBJECTIVES

### B.1 PRICE SCHEDULE

Line Item	Description	Unit	Quantity	Unit Price	Total Price
0001	IPTV Headend Equipment	ea	1		
0002	27" TV, with IR Control, Wall-Mounted, and Set Top Box	ea	26		
0003	32" TV, with IR Control, Ceiling Mounted, and Set Top Box	ea	55		
0004	32" TV with PS Control & Pillow Speaker, Ceiling Mounted, and Set Top Box	ea	12		
0005	32" TV, with IR Control, Wall Mounted, and Set Top Box	ea	65		
0006	42" TV with IR Control, Wall-Mounted, and Set Top Box	ea	10		
0007	42" TV with PS Control & Pillow Speaker, Wall-Mounted, and Set Top Box	ea	180		
0008	52" TV with IR Control, Wall-Mounted, and Set Top Box	ea	7		
0009	Room with 4 52" TVs, with IR Control, Wall-Mounted, with Set Top Boxes	ea	1		
0010	Room with 5 32" TVs, with IR Control, Wall-Mounted, with Set Top Boxes	ea	1		
0011	IPTV Set Top Box Only	ea	109		
0012	IPTV Software Lifetime License (per Set Top Box)	ea	466		
0013	Software Lifetime Licensing (entire facility)	ea	1		
0014	Cabling & Installation	mth	18		
0015	Interface Implementation	jb	1		
0016	IPTV Implementation	jb	1		
0017	Clinical Practice Design Training	jb	1		

0018	Technical Training	jb	1		
Total					

## B.2 STATEMENT OF OBJECTIVES

### STATEMENT OF OBJECTIVES (SOO)

#### Interactive Patient Television System (IPTV)

#### Southeast Louisiana Veterans Health Care System

July 23, 2015

#### 1. OVERVIEW

- 1.1 Contractor shall provide all equipment, labor, material, and supplies necessary to provide a fully functional interactive patient television system, across the continuum, to the VA Health Care System located in New Orleans, (SLVHCS) located at 2400 Canal St, New Orleans, LA 70119.
- 1.2 The solution shall consist of TVs and tuners as listed in Attachment A (PWS\_Attachment\_A\_IPTV\_Locations\_Quantities). The Contractor shall provide a pillow speaker for all monitors controlled by a Pillow Speaker (PS) as documented in Attachment A (PWS\_Attachment\_A\_IPTV\_Locations\_Quantities).

#### 2. SCOPE/INTERACTIVE PATIENT TELEVISION SYSTEM MINIMUM REQUIREMENTS

##### 2.1 Project Management

- 2.1.1 The contractor shall provide coordinated professional installation and implementation project management services to implement the system. The contractor shall provide all project management services. Project management includes management services necessary to coordinate resources and ensure performance and service delivery for all activities under this contract, on time, and on budget. Project management services are assumed by the Government to be integral and inherent in the performance of all service tasks of this contract. As such, the project management services under this contract shall be factored into the price of other services.

##### 2.2 Interactive Patient Television System

- 2.2.1 The system shall provide a campus-wide comprehensive interactive turn-key solution that enables SLVHCS to enhance the patient's experience by offering patient education and entertainment in patient rooms, digital signage and conference rooms.
- 2.2.2 Key features of this system are as follows:
  - 2.2.2.1 Any and all required Set Top Box (STB) and interface devices and associated wiring and mounting hardware must be included.
    - 2.2.2.1.1 The STB and Nurse Call interface box must be mounted to the back of the TV and not directly visible. No wall or ceiling mounting is permissible.
  - 2.2.2.2 This system shall have a bi-directional interface with Veterans Information Systems and Technology Architecture/Computerized Patient Record System (VISTA/CPRS) to allow data to be pulled and sent from the system to VISTA/CPRS.
  - 2.2.2.3 This system shall integrate with the Nurse Call system. This facility has purchased the GE/Ascom Telligence Nurse Call system.
    - 2.2.2.3.1 All required interface devices, set top boxes, lighting controllers, pillow speakers and associated wiring must be included.
    - 2.2.2.3.2 The system must provide all required Nurse Call pillow speakers and required cabling to allow for the following features:
      - a. TV volume control
      - b. Headwall lighting control. See Appendix C for typical lighting interface.
      - c. Channel control up/down and direct entry



- d. Fast Forward, Rewind, Pause, Play of Video on Demand (VOD) and Over the Top (OTT) content.
  - e. TV On/Off
  - f. VOD and provider content Guide
  - g. Last Channel
  - h. Alpha Numeric Keypad
  - i. Nurse Call
  - j. Audio Up/Down
  - k. Pillow Speaker
  - l. Local source input for user provided device to be displayed on the TV via an included mini HDMI adapter cable.
  - m. Mute
  - n. Closed Caption
- 2.2.2.3.3 The system shall allow, at a minimum, the clinical staff to assign a patient to a room, assign patient-specific education, and track if education has been completed.
  - 2.2.2.3.4 This system shall allow the patient to order their meals, order discharge medications, and notify the medical center staff of any environmental concerns. The system will not directly control the environment.
  - 2.2.2.3.5 The system shall be capable of utilizing Contractor provided educational content as well as uploading SLVHCS provided educational content.
  - 2.2.2.3.6 The system shall allow the patients and/or staff to play the movies or education on their own schedule.
  - 2.2.2.3.7 The system shall allow for the option to automatically assign educational content based on a diagnosis from VISTA/CPRS.
  - 2.2.2.3.8 Patient Education: Specific to condition, medication and procedures.
  - 2.2.2.3.9 Patient Entertainment: TV programming and movies from local VOD servers and cable provider on-demand sources
  - 2.2.2.3.10 Hospital Services: Shall be able to allow, at a minimum, the patient to order meals, request chaplain services, request the patient advocate, and other options available.
  - 2.2.2.3.11 Government shall have the ability to add educational content produced in house or purchased from a third party.
  - 2.2.2.3.12 This system shall be 508 Compliant.
  - 2.2.2.3.13 The system shall have the capability to operate in multiple languages (English, French, Spanish, and Vietnamese)
  - 2.2.2.3.14 The system shall have the capability for specific personnel to override and push emergency messages.
  - 2.2.2.3.15 The system shall have the capability of controlling the content for specific televisions or zones of televisions by designated SLVHCS staff.
  - 2.2.2.3.16 The Contractor shall develop the menu options and programming. Final configuration shall be approved by the Government.
  - 2.2.2.3.17 All TVs shall be a minimum of hospital grade.
  - 2.2.2.3.18 The system shall support posting of static and dynamic content of caregiver staff pictures and biographies relative to individual patients.
  - 2.2.2.3.19 All encoding and decoding equipment shall be of Server/Enterprise grade capable of 24x7 operation. All equipment must be rack mountable and must be mounted in the facility's Main Computer Room.
  - 2.2.2.3.20 All encoding and decoding equipment shall be installed in the Main Computer Room in VA provided racks. UPS backup power will be provided in each rack. No secondary UPS are allowed.
  - 2.2.2.3.21 Contractor is responsible for extending the cable TV provider RF demark from the Pan Am building 1<sup>st</sup> floor to the Main Computer Room located in the Diagnostic & Treatment building 4<sup>th</sup> floor. A raceway suitable for fiber is available.
  - 2.2.2.3.22 The system must support decoding of encrypted channels from the provider.

- 2.2.2.3.23 The system must pass all channels and VOD content to the TV/Monitors at their native resolution. The system must be compatible with Crestron Audio/Video controllers and matrix switches used in conference rooms and auditoriums.
- 2.2.2.3.24 The system must include a handheld remote for use in rooms without a pillow speaker that allows full interactive capabilities, VOD, OTT and TV control.
- 2.2.2.3.25 The system must natively support High Definition (1080p, 1080i) and Standard Definition (480p, 480i) feeds from the provider.
- 2.2.2.3.26 The system must include support for OTT audio and video content served directly via a URL, set by staff, from an Internet content provider via standard protocols, including but not limited to: HTML5, Flash, MPEG, H.264. This feature is in conjunction with capturing and storing content on the VOD servers for on-demand replay. The SLVHCS does not expect to use any OTT subscription based services (Netflix, HULU, etc.) at this time but may in the future as they become available.
- 2.2.2.3.27 The system must include support for patient access to Internet based social media, and other websites (CarePages) as permitted via a VA provided Internet connection.
  - 2.2.2.3.27.1 The system must be capable of restricting and monitoring patient use of any Internet based content via a Walled Garden approach.

## 2.3 HL7 Solution

- 2.3 Contractor shall provide a Health Level 7 (HL7) interface solution allowing the exchange of data from point-of-care equipment through HL7 messaging to Veterans Integrated Systems Technology Network/Computerized Patient Recordkeeping System (VISTA/CPRS).

## 2.4 Service Workstation

- 2.4.1 The service workstation shall permit maintenance professionals the ability to connect to the IPTV system to perform diagnostics, troubleshooting, and maintenance.

## 2.5 Cabling/Network

- 2.5.1 The contractor shall incorporate their solution onto a Layer 3 IP Over Ethernet Virtual Local Area Network (VLAN) provided by the government. The contractor shall present IP addressing requirements and work with SLVHCS staff to incorporate these requirements into the IP scheme (IPv4/IPv6). The Contractor shall provide a multicast (IGMP, PIM) network design. The contractor must work directly with SLVHCS IT Staff and the construction contractor installing the network. The contractor must provide any and all required compatible patch cables and patient station headwall to footwall and set top box to TV cabling. The UTP horizontal cabling between the Low Voltage Server Room closets and the IPTV outlet is Belden 10GX. See Attachment B (PWS\_Attachment\_B\_Drawings\_Floor\_Layouts) for a physical network diagram.

## 2.6 Hardware Upgrades

- 2.6.1 It is expected that all equipment be kept up to date with modern technology and hardware. If hardware upgrades become available after award of this contract but prior to installation of the equipment, the contractor is required to offer them to the Contracting Officer for consideration.

## 2.7 DELIVERY, INSTALLATION AND IMPLEMENTATION

### 2.7.1 DELIVERY

- 2.7.1.1 Delivery, Set-up, and Installation shall be coordinated with a SLVHCS COR.
- 2.7.1.2 Contractor shall review all items needed for this project with the SLVHCS COR to ensure all items requested on the project are included and final placement is correct prior to installation.
- 2.7.1.3 Delivery space may be considered a construction zone. Contractor must follow all OSHA required safety regulations. All OSHA required Personal Protective Equipment (PPE) shall be worn including, but not limited to, hard hat, safety glasses and safety vests. PPE is not provided by the government.

## 2.7.2 INSTALLATION AND IMPLEMENTATION

- 2.7.2.1 The contractor shall provide coordinated professional installation and implementation project management to include site visits for each building to confirm physical installation of the IPTV system. Contractors shall provide a final project schedule within 30 days of award.
- 2.7.2.2 The hospital is responsible for furnishing all conduit and raceways unless specified otherwise on the delivery order.
- 2.7.2.3 The contractor shall be responsible for all equipment until installed and accepted by the Government.
- 2.7.2.4 All required equipment shall be fully installed by the Contractor, to include painting and patching of walls penetrated by the Contractor.
- 2.7.2.5 The Contractor shall remove all related shipping debris and cleanup any construction associated with delivery and installation of the specified items. Contractor shall remove all packaging from the SLVHCS premises. The Contractor shall be responsible for any damage to the building that occurs due to Contractor error or neglect.
- 2.7.2.6 Delivery and unloading shall be at the Central Energy Plant loading docks off of Tulane Ave. between South Galvez and Rocheblave. Two Service Elevators will be available for delivery of products. Elevators may be share with other contractors. Each elevator size will have a 72" wide door opening X 97 ½" wide clear interior opening X 148" depth clear interior opening X 96" high clear opening. The contractor is expected to protect the interior of the elevator in order to prevent damage to the interior walls of the elevator.
- 2.7.2.7 The contractor shall coordinate all deliveries, staging areas, installations, and parking arrangements with the COR.
- 2.7.2.8 Upon coordination with COR for installation, the contractor shall inform the Contracting Officer of any problems which may be anticipated in connection with installation or which will affect optimum performance once installation is completed.

## 2.7.3 INSTALLATION SCHEDULE

- 2.7.3.1 The buildings will be available for cabling installation per the estimated dates below:

- Administrative Building Floors 1, 2, 3 & 5 (Building 9): Currently Operational
- Inpatient (Building 1): December 16, 2015
- Central Energy Plant (Building 7): December 16, 2015
- Main Computer Room (D&T) Servers: March 26, 2016
- Transitional Living (Building 6): June 18, 2016
- Outpatient (Building 3): June 15, 2016
- Diagnostic & Treatment (Building 2): July 18, 2016
- Research (Building 8): July 18, 2016
- 4<sup>th</sup> Floor Administrative Building (Building 9): July 18, 2016

- 2.7.3.2 Phasing Schedule:

- Final Approved Schedule: 30 Days after Award
- Network Design Plan: 45 Days after Award
- Server Installation & Configuration: 30 Days after turn-over of Server Room
- Physical Installation: 120 Days after the turnover of each building, but the installation cannot occur until the Network Plan is approved by the COR.
- Implementation: 75 Days after Installation of the servers
- Training: 90 Days after completion of Installation and Implementation

## 2.7.4 SITE CONDITIONS

- 2.7.4.1 There shall be no smoking, eating, or drinking inside the hospital at any time.

## 3. PERIOD OF PERFORMANCE:

3.1 The anticipated Period of Performance for delivery and installation is from September 11, 2015 to November 18, 2016. See paragraph 2.7.3.2 for estimated phasing.

#### 4. INSPECTION AND ACCEPTANCE

- 4.1 The Contractor shall conduct a joint inspection with the COR once all equipment had been delivered and installed. The COR shall inspect all phases of delivery and installation and provide a punch list of any and all missing or damaged products.
- 4.2 Contractor shall provide dates of completion of punch list items and replacement parts and/or short ship items from the manufacturer(s).
- 4.3 The COR shall ensure all work is completed satisfactorily prior to acceptance. Disputes shall be resolved by the Contracting Officer.

#### 5. DELIVERY/STORAGE REQUIREMENTS

- 5.1 Deliver materials to job in manufacturer's original sealed containers with brand name marked thereon.
- 5.2 Package to prevent damage or deterioration during shipment, handling, storage and installation. Maintain protective covering in place and in good repair until removal is necessary.
- 5.3 Deliver specified items only when the site is ready for installation work to proceed.
- 5.4 Store products in dry condition inside enclosed facilities.
- 5.5 Any government requested delayed delivery up to 90 days after initial negotiated delivery date, shall be at no additional cost to the Government.
- 5.6 A pre-delivery meeting will be conducted 60 days prior to initial negotiated delivery date for verification of delivery and installation dates.

#### 6. DELIVERABLES

- 6.1 The contractor shall provide a proposed multicast (IGMP, PIM) network design to be approved by the COR.
- 6.2 Contractor shall provide documentation of the network and include a marked up drawing (as built) showing jacks and room locations after the installation is complete.
- 6.3 The Contractor shall provide a Final Schedule that can be imported into Microsoft Project.
- 6.4 User and Service Manuals
  - 6.4.1 The Contractor shall provide, at no charge, two (2) complete and unabridged printed copies and one (1) electronic version (CD) of operator manuals, service manuals, electronic schematics, troubleshooting guides and parts lists for each model of equipment purchased to the Contracting Officer's Representative (COR) with delivery of equipment. Additionally any upgrades to these documents shall be provided by the Contractor free of charge. These manuals will include all components and subassemblies, including those not manufactured by the Contractor. These manuals and documentation shall contain the diagnostic codes, commands, and passwords utilized in maintenance, repair and calibration of the equipment.

#### 7. TRAINING

- 7.1 Contractor shall provide training for all shifts in all care environments. Training shall include initial setup and user training; onsite training for go-live support, super user training and follow-up training.
  - 7.1.2 End User: Contractor shall provide training for all shifts in care environments where IPTV is installed. This will require more than one training session per shift, no more than three weeks prior to installation. Training shall include initial setup and user training; onsite training for go-live support, super user training and follow-up training. Training shall include competencies for end users.
  - 7.1.3 Technical Training: Contractor shall provide the training of at least three SLVHCS staff members. This training shall educate designated in-house personnel on the calibration, maintenance, repair, control and configuration of the entire system purchased. This training shall be held onsite with the actual installed equipment. This training shall be provided prior to expiration of the warranty period.

#### 8. MAINTENANCE REQUIREMENTS

- 8.1 Licensing Software updates

8.1.1 The Contractor shall provide, for the duration of the warranty period, all computer software, access keys or codes, or external devices required for the operation, calibration, or repair of the equipment purchased. Any such items not listed on the price proposal and required for maintenance of the system, shall be taken as included with the purchase of the system. Any minor upgrades or changes to the maintenance software, hardware, or access keys or codes shall be provided at no charge to the medical center during the time the equipment is operational at this facility. All application software licenses are included in the purchase of the equipment and shall not require a renewal charge for the period of time the equipment is in use in the facility.

#### 8.2 Patient Education & Entertainment Licensing

8.2.1 There shall be no licensing limit to the number of monitors viewing any content simultaneously.

#### 8.3 Patient Education & Entertainment Updates

8.3.1 Patient Education content updates shall be provided to the medical center at no additional charge. All updated educational content must be approved by the facility's clinical staff prior to being distributed to patients.

### 9. PROTECTION OF PROPERTY

9.1 Contractor shall protect all items from damage. The Contractor shall take precaution against damage to the building(s), grounds and furnishings. The Contractor shall repair or replace any items related to building(s) or grounds damaged accidentally or on purpose due to actions by the Contractor.

9.2 The Contractor shall perform an inspection of the building(s) and grounds with the COR prior to commencing work. To insure that the Contractor shall be able to repair or replace any items, components, building(s) or grounds damaged due to negligence and/or actions taken by the Contractor. The source of all repairs beyond simple surface cleaning is the facility construction contractor (or appropriate subcontractor), so that building warranty is maintained. Concurrence from the VA Facilities Management POC and COR is required before the Contractor may perform any significant repair work. In all cases, repairs shall utilize materials of the same quality, size, texture, grade, and color to match adjacent existing work.

9.3 The Contractor shall be responsible for security of the areas in which the work is being performed prior to completion.

9.4 Contractor shall provide floor protection while working in all VA facilities. All material handling equipment shall have rubber wheels.

### 10. SECURITY REQUIREMENTS

10.1 See Attachment G for Information System Security/Privacy Language.

10.2 Contractor is responsible for notifying COR for escorting duties prior to arriving at the facility. Contractor personnel shall check in with VA Police upon arrival and departure each day. All contractor personnel must provide one form of valid picture identification at the time of check-in to receive a visitor's badge. Badges must be worn above the waist and visible at all times while on the jobsite. All contractor personnel will be accompanied by a cleared member of the contractor (PIV card holder) or SLVHCS representative at all times while on the jobsite. All contractor personnel must turn-in their badges at the end of each day.

10.3 Contractor is responsible for notifying COR for vehicle parking prior to arriving at the facility. All contractor personnel must provide vehicle insurance, registration and valid driver's license at the time of check-in to receive a vehicle parking pass. Vehicle parking passes must be displayed on the front dashboard of the registered vehicle at all times while on SLVHCS property. Contractor personnel will be allowed to register up to five (5) vehicles only. All contractor personal vehicles will be allowed to park in the designated vehicle parking spaces in the parking garage as advised by the VA Police upon registering the vehicle. All contractor personnel must turn-in their vehicle parking passes at the end of each day.

### 11. Warranty

11.1 The Contractor shall provide a minimum warranty of no less than three (3) year for parts and labor.

### 12. PERFORMANCE REQUIREMENTS SUMMARY

12.1 The Contractor shall provide a proposed Performance Requirements Summary (PRS) for review and approval.

ATTACHMENT LIST:

PWS Attachment A: IPTV Locations and Quantities

PWS Attachment B: Drawings (Floor Layouts)

PWS Attachment C: Elevation Drawings

PWS Attachment D: Non-It Network Schematic

PWS Attachment E: VA CFM Mental Health Design Guidelines

PWS Attachment F: Lighting Schematic

PWS Attachment G: Security Requirements

## C. CLAUSES

### C.1 Clauses Incorporated by Reference:

52.212-4 -- Contract Terms and Conditions -- Commercial Items (May 2015)

### C.2 Clauses Incorporated by Full Text:

#### **ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS**

The following shall apply to this contract in addition to those terms and conditions in FAR 52.212-4.

The specific paragraphs of FAR 52.212-4 are addended as shown below:

(w) Paragraph added to incorporate the following:

The following clauses are added:

Clauses Incorporated by Reference:

52.204-4 -- Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)

52.204-9 -- Personal Identity Verification of Contractor Personnel (Jan 2011)

52.204-13 System for Award Management Maintenance (July 2013)

52.204-18 Commercial and Government Entity Code Maintenance (July 2015)

52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)

Clauses Incorporated by Full Text:

52.203-99, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements  
(DEVIATION 2015-02)

#### **PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (FEB 2015)**

(a) The Contractor shall not require employees or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of clause)

52.252-2 Clauses Incorporated by Reference

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):

FAR: <https://www.acquisition.gov/browsefar>

VAAR: <http://www.va.gov/oal/library/vaar/>

(End of Clause)

852.203-70 The Commercial advertising.

COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

852.203-71 The Display of Department of Veterans Affairs hotline poster.

DISPLAY OF DEPARTMENT OF VETERANS AFFAIRS HOTLINE POSTER (DEC 1992)

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of the Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)

852.211-70 The Service data manuals.

SERVICE DATA MANUALS (NOV 1984)

(a) The successful bidder will supply operation/maintenance (service data) manuals with each piece of equipment in the quantity specified in the solicitation and resulting purchase order. As a minimum, the manual(s) shall be bound and equivalent to the manual(s) provided the manufacturer's designated field service representative as well as comply with all the requirements in paragraphs (b) through (i) of this clause. Sections, headings and section sequence identified in (b) through (i) of this clause are typical and may vary between manufacturers. Variances in the sections, headings and section sequence, however, do not relieve the manufacturer of his/her responsibility in supplying the technical data called for therein.

(b) Title Page and Front Matter. The title page shall include the equipment nomenclature, model number, effective date of the manual and the manufacturer's name and address. If the manual applies to a particular version of the equipment only, the title page shall also list that equipment's serial number. Front matter shall consist of the Table



of Contents, List of Tables, List of Illustrations and a frontispiece (photograph or line drawing) depicting the equipment.

(c) Section I, General Description. This section shall provide a generalized description of the equipment or devices and shall describe its purpose or intended use. Included in this section will be a table listing all pertinent equipment specifications, power requirements, environmental limitations and physical dimensions.

(d) Section II, Installation. Section II shall provide pertinent installation information. It shall list all input and output connectors using applicable reference designators and functional names as they appear on the equipment. Included in this listing will be a brief description of the function of each connector along with the connector type. Instructions shall be provided as to the recommended method of repacking the equipment for shipment (packing material, labeling, etc.).

(e) Section III, Operation. Section III will fully describe the operation of the equipment and shall include a listing of each control with a brief description of its function and step-by-step procedures for each operating mode. Procedures will use the control(s) nomenclature as it appears on the equipment and will be keyed to one or more illustrations of the equipment. Operating procedures will include any preoperational checks, calibration adjustments and operation tests. Notes, cautions and warnings shall be set off from the text body so they may easily be recognizable and will draw the attention of the reader. Illustrations should be used wherever possible depicting equipment connections for test, calibration, patient monitoring and measurements. For large, complex and/or highly versatile equipment capable of many operating modes and in other instances where the Operation Section is quite large, operational information may be bound separately in the form of an Operators Manual. The providing of a separate Operators manual does not relieve the supplier of his responsibility for providing the minimum acceptable maintenance data specified herein. When applicable, flow charts and narrative descriptions of software shall be provided. If programming is either built-in and/or user modifiable, a complete software listing shall be supplied. Equipment items with software packages shall also include diagnostic routines and sample outputs. Submission information shall be given in the Maintenance Section to identify equipment malfunctions that are software related.

(f) Section IV, Principles of Operation. This section shall describe in narrative form the principles of operation of the equipment. Circuitry shall be discussed in sufficient detail to be understood by technicians and engineers who possess a working knowledge of electronics and a general familiarity with the overall application of the devices. The circuit descriptions should start at the overall equipment level and proceed to more detailed circuit descriptions. The overall description shall be keyed to a functional block diagram of the equipment. Circuit descriptions shall be keyed to schematic diagrams discussed in paragraph (i) below. It is recommended that for complex or special circuits, simplified schematics should be included in this section.

(g) Section V, Maintenance. The maintenance section shall contain a list of recommended test equipment, special tools, preventive maintenance instructions and corrective information. The list of test equipment shall be that recommended by the manufacturer and shall be designated by manufacturer and model number. Special tools are those items not commercially available or those that are designed specifically for the equipment being supplied. Sufficient data will be provided to enable their purchase by the Department of Veterans Affairs. Preventive maintenance instructions shall consist of those recommended by the manufacturer to preclude unnecessary failures. Procedures and the recommended frequency of performance shall be included for visual inspection, cleaning, lubricating, mechanical adjustments and circuit calibration. Corrective maintenance shall consist of the data necessary to troubleshoot and rectify a problem and shall include procedures for realigning and testing the equipment. Troubleshooting shall include either a list of test points with the applicable voltage levels or waveforms that would be present under a certain prescribed set of conditions, a troubleshooting chart listing the symptom, probable cause and remedy, or a narrative containing sufficient data to enable a test technician or electronics engineer to determine and locate the probable cause of malfunction. Data shall also be provided describing the preferred method of repairing or replacing discrete components mounted on printed circuit boards or located in areas where special steps must be followed to disassemble the equipment. Procedures shall be included to realign and test the equipment at the completion of repairs and to restore it to its original operating condition. These

procedures shall be supported by the necessary waveforms and voltage levels, and data for selecting matched components. Diagrams, either photographic or line, shall show the location of printed circuit board mounted components.

(h) Section VI, Replacement Parts List. The replacement parts list shall list, in alphanumeric order, all electrical/electronic, mechanical and pneumatic components, their description, value and tolerance, true manufacturer and manufacturers' part number.

(i) Section VII, Drawings. Wiring and schematic diagrams shall be included. The drawings will depict the circuitry using standard symbols and shall include the reference designations and component values or type designators. Drawings shall be clear and legible and shall not be engineering or productions sketches.

(End of Clause)

852.219-9 The VA Small Business Subcontracting Plan Minimum Requirements.

#### VA SMALL BUSINESS SUBCONTRACTING PLAN MINIMUM REQUIREMENTS (DEC 2009)

(a) This clause does not apply to small business concerns.

(b) If the offeror is required to submit an individual subcontracting plan, the minimum goals for award of subcontracts to service-disabled veteran-owned small business concerns and veteran-owned small business concerns shall be at least commensurate with the Department's annual service-disabled veteran-owned small business and veteran-owned small business prime contracting goals for the total dollars planned to be subcontracted.

(c) For a commercial plan, the minimum goals for award of subcontracts to service-disabled veteran-owned small business concerns and veteran-owned small businesses shall be at least commensurate with the Department's annual service-disabled veteran-owned small business and veteran-owned small business prime contracting goals for the total value of projected subcontracts to support the sales for the commercial plan.

(d) To be credited toward goal achievements, businesses must be verified as eligible in the Vendor Information Pages database. The contractor shall annually submit a listing of service-disabled veteran-owned small businesses and veteran-owned small businesses for which credit toward goal achievement is to be applied for the review of personnel in the Office of Small and Disadvantaged Business Utilization.

(e) The contractor may appeal any businesses determined not eligible for crediting toward goal achievements by following the procedures contained in 819.407.

(End of Clause)

852.219-71 The VA Mentor-Protégé Program.

#### VA MENTOR-PROTÉGÉ PROGRAM (DEC 2009)

(a) Large businesses are encouraged to participate in the VA Mentor-Protégé Program for the purpose of providing developmental assistance to eligible service-disabled veteran-owned small businesses and veteran-owned small businesses to enhance the small businesses' capabilities and increase their participation as VA prime contractors and as subcontractors.

(b) The program consists of:

(1) Mentor firms, which are contractors capable of providing developmental assistance;

(2) Protégé firms, which are service-disabled veteran-owned small business concerns or veteran-owned small business concerns; and

(3) Mentor-Protégé Agreements approved by the VA Office of Small and Disadvantaged Business Utilization.

(c) Mentor participation in the program means providing business developmental assistance to aid protégés in developing the requisite expertise to effectively compete for and successfully perform VA prime contracts and subcontracts.

(d) Large business prime contractors serving as mentors in the VA Mentor-Protégé Program are eligible for an incentive for subcontracting plan credit. VA will recognize the costs incurred by a mentor firm in providing assistance to a protégé firm and apply those costs for purposes of determining whether the mentor firm attains its subcontracting plan participation goals under a VA contract. The amount of credit given to a mentor firm for these protégé developmental assistance costs shall be calculated on a dollar-for-dollar basis and reported by the large business prime contractor via the Electronic Subcontracting Reporting System (eSRS).

(e) Contractors interested in participating in the program are encouraged to contact the VA Office of Small and Disadvantaged Business Utilization for more information.

(End of Clause)

852.232-72 The Electronic submission of payment requests.

#### 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, e-mail, 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)

852.246-70 The Guarantee.

#### GUARANTEE (JAN 2008)

The contractor guarantees the equipment against defective material, workmanship and performance for a period provided by accepted warranties, said guarantee to run from date of acceptance of the equipment by the Government. The contractor agrees to furnish, without cost to the Government, replacement of all parts and material that are found to be defective during the guarantee period. Replacement of material and parts will be furnished to the Government at the point of installation, if installation is within the continental United States, or f.o.b. the continental U.S. port to be designated by the contracting officer if installation is outside of the continental United States. Cost of installation of replacement material and parts shall be borne by the contractor.

(End of Clause)

852.246-71 The Inspection.

#### INSPECTION (JAN 2008)

Rejected goods will be held subject to contractors order for not more than 15 days, after which the rejected merchandise will be returned to the contractor's address at his/her risk and expense. Expenses incident to the examination and testing of materials or supplies that have been rejected will be charged to the contractor's account.

(End of Clause)

852.270-1 Representatives of contracting officers.

#### 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)

**(End of Clause Addendum)**

## 52.212-5 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS

### CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (MAY 2015)

(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) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)
- (2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

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

[Contracting Officer check as appropriate.]

\_x\_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

\_x\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) ([41 U.S.C. 3509](#))).

\_\_\_ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_x\_ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

\_\_\_ (5) [Reserved].

\_\_\_ (6) [52.204-14](#), Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

\_x\_ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) ([31 U.S.C. 6101 note](#)).

\_x\_ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) ([41 U.S.C. 2313](#)).

\_\_\_ (10) [Reserved].

\_\_\_ (11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

\_\_\_ (ii) Alternate I (Nov 2011) of [52.219-3](#).

\_x\_ (12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

\_\_\_ (ii) Alternate I (JAN 2011) of [52.219-4](#).

\_\_\_ (13) [Reserved]

\_\_\_ (14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).

\_\_\_ (ii) Alternate I (Nov 2011).

\_\_\_ (iii) Alternate II (Nov 2011).

\_\_\_ (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

\_\_\_ (ii) Alternate I (Oct 1995) of [52.219-7](#).

\_\_\_ (iii) Alternate II (Mar 2004) of [52.219-7](#).

\_x\_ (16) [52.219-8](#), Utilization of Small Business Concerns (OCT 2014) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

\_x\_ (17)(i) [52.219-9](#), Small Business Subcontracting Plan (OCT 2014) ([15 U.S.C. 637\(d\)\(4\)](#)).

\_x\_ (ii) Alternate I (Oct 2001) of [52.219-9](#).

\_\_\_ (iii) Alternate II (Oct 2001) of [52.219-9](#).

\_\_\_ (iv) Alternate III (Oct 2014) of [52.219-9](#).

\_\_\_ (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).

\_\_\_ (19) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).

\_x\_ (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

\_\_\_ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).

\_x\_ (22) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).  
 \_\_\_ (23) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) ([15 U.S.C. 637\(m\)](#)).  
 \_\_\_ (24) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) ([15 U.S.C. 637\(m\)](#)).  
 \_x\_ (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).  
 \_x\_ (26) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).  
 \_x\_ (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).  
 \_x\_ (28) [52.222-26](#), Equal Opportunity (Apr 2015) (E.O. 11246).  
 \_x\_ (29) [52.222-35](#), Equal Opportunity for Veterans (Jul 2014)([38 U.S.C. 4212](#)).  
 \_x\_ (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).  
 \_x\_ (31) [52.222-37](#), Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).  
 \_x\_ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).  
 \_x\_ (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).  
 \_\_\_ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).  
 \_x\_ (34) [52.222-54](#), Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)  
 \_\_\_ (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(iii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)  
 \_\_\_ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)  
 \_\_\_ (36)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).  
 \_\_\_ (ii) Alternate I (Jun 2014) of [52.223-13](#).  
 \_\_\_ (37)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).  
 \_\_\_ (ii) Alternate I (Jun 2014) of [52.223-14](#).  
 \_\_\_ (38) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).  
 \_\_\_ (39)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).  
 \_\_\_ (ii) Alternate I (Jun 2014) of [52.223-16](#).  
 \_x\_ (40) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).  
 \_\_\_ (41) [52.225-1](#), Buy American-Supplies (May 2014) ([41 U.S.C. chapter 83](#)).  
 \_\_\_ (42)(i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).  
 \_\_\_ (ii) Alternate I (May 2014) of [52.225-3](#).  
 \_\_\_ (iii) Alternate II (May 2014) of [52.225-3](#).  
 \_\_\_ (iv) Alternate III (May 2014) of [52.225-3](#).  
 \_x\_ (43) [52.225-5](#), Trade Agreements (Nov 2013) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).  
 \_x\_ (44) [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).  
 \_\_\_ (45) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).  
 \_\_\_ (46) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).  
 \_\_\_ (47) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).  
 \_\_\_ (48) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).  
 \_\_\_ (49) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).  
 \_\_\_ (50) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).  
 \_x\_ (51) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).  
 \_\_\_ (52) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

\_\_x\_ (53) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

\_\_ (54)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#)) and [10 U.S.C. 2631](#)).

\_\_ (ii) Alternate I (Apr 2003) of [52.247-64](#).

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

[Contracting Officer check as appropriate.]

\_\_ (1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

\_\_ (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](#)).

\_\_ (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](#)).

\_\_ (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_ (6) [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](#)).

\_\_ (7) [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](#)).

\_\_ (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2014)(E.O. 13658).

\_\_ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).

\_\_ (10) [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 (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

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

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

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

(e)

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

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) ([41 U.S.C. 3509](#)).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Oct 2014) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (I) of FAR clause [52.222-17](#).

(iv) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)

(v) [52.222-26](#), Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) [52.222-35](#), Equal Opportunity for Veterans (Jul 2014) ([38 U.S.C. 4212](#)).



- (vii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
  - (viii) [52.222-37](#), Employment Reports on Veterans (Jul 2014) ([38 U.S.C. 4212](#))
  - (ix) [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](#).
  - (x) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
  - (xi)
    - \_\_\_(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).
  - (xii) [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](#)).
  - (xiii) [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](#)).
  - (xiv) [52.222-54](#), Employment Eligibility Verification (Aug 2013).
  - (xv) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).
  - (xvi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
  - (xvii) [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](#).
  - (xviii) [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)

#### **D. LIST OF ATTACHMENTS**

P01 PWS Attachment A IPTV Locations and Quantities  
P01 PWS Attachment B Drawings (floor layouts)  
P01 PWS Attachment C Elevation Drawings  
P01 PWS Attachment D Non-IT Network Schematic  
P01 PWS Attachment E VA CFM Mental Health Design Guidelines  
P01 PWS Attachment F Fighting Schematic  
S02 RFP Attachment A Past Performance Questionnaire  
S02 RFP Attachment B Questions Request Form

## **E. INSTRUCTIONS TO OFFERORS**

### **E.1 Provisions Incorporated by Reference:**

52.212-1 -- Instructions to Offerors -- Commercial Items (Apr 2014)

52.212-3 -- Offeror Representations and Certifications -- Commercial Items (Mar 2015)

### **E.2 Provisions Incorporated by Full Text:**

#### **ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (APR 2014)**

The following shall apply to this contract in addition to those terms and conditions in FAR 52.212-1.

#### **The specific paragraphs of FAR 52.212-1 are addended as shown below:**

Para (c) Acceptance period is 90 days

Para (e) Multiple Offers: Offeror may only submit one offer.

Para (h) Multiple Awards: Award will be based on an all or none basis to one Offeror.

Para (m) added to incorporate the following:

The following provisions are added:

Provisions Incorporated by Reference:

52.204-7 -- System for Award Management (Jul 2013)

52.204-16 Commercial and Government Entity Code Reporting (Jul 2015)

52.209-7 – Information Regarding Responsibility Matters (Jul 2013)

52.217-5 Evaluation of Options (Jul 1990)

Provisions Incorporated by Full Text:

52.203-98, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements—Representation (DEVIATION 2015-02)

#### **PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS— REPRESENTATION (FEB 2015)**

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

852.215-70 The Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors.

SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)

(a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.

(b) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database. (<http://www.VetBiz.gov>).

(c) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database (<http://www.vetbiz.gov>).

(End of Clause)

852.215-71 Evaluation Factor Commitments

EVALUATION FACTOR COMMITMENTS (DEC 2009)

The offeror agrees, if awarded a contract, to use the service-disabled veteran-owned small businesses or veteran-owned small businesses proposed as subcontractors in accordance with 852.215–70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, or to substitute one or more service-disabled veteran-owned small businesses or veteran-owned small businesses for subcontract work of the same or similar value.

(End of Clause)

852.233-70 Protest Content/Alternative Dispute Resolution.

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)

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)

Para (n) added to incorporate the following: **The following is hereby incorporated with respect to the information and documents required for submission in response to this solicitation:**

INSTRUCTIONS FOR WRITTEN SUBMITTALS

1. This contract will be awarded on a Trade-Offs basis pursuant to the award criteria stated in FAR 52.212-2. Since offerors may correct deficiencies, as defined in FAR 15.301, only through discussions, offerors are cautioned to examine this solicitation in its entirety and to ensure that their proposal contains all necessary information, provides all required documentation, and is complete in all respects.
2. Any exceptions that you make to any of the items and conditions of the offer must be stated in a separate letter of transmittal that is to accompany your offer. The person signing the proposal must initial any erasures, cross outs or changes made. All information should be typed or neatly printed in ink. Exceptions, as offered, if accepted by the government, become part of the contract.
3. Proposals must set forth full, accurate, and complete information as required by this RFP, (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.
4. Proposal Submittals:
  - 4.1 Proposals (whether hand-delivered or mailed) must be received no later than the date and time specified in paragraph 4.4. Any contractor submissions or requests for information about this RFP after the closing date and time are late, and will not be considered.
  - 4.2 Please carefully review the entire RFP package including the **SOO**, all other solicitation attachments, and the instructions included herein and respond with a written proposal. Offerors must demonstrate their capability to satisfy the entire breadth and scope of the PWS.
  - 4.3 The Hand-Delivered or Mailed Packaging shall be marked and addressed to:  
Proposals for Solicitation Number: VA256-15-R-0798, DO NOT OPEN”  
Project Legacy, Network Contracting Office 16  
Attention: Roselyn Bailey  
1555 Poydras St., Suite 1895  
New Orleans, LA 70112
  - 4.4 Proposal due date and time is **August 18,** 2015 10:00 local time.
5. This request does not commit the Government to pay any costs incurred in the preparation and submission of your proposal or in making any necessary studies for the preparation thereof, or for any visit the Contracting Officer may request for the purpose of clarification of the proposal or for preparation on negotiations.

6. Copies of Solicitation Documents and Amendments

- 6.1 Copies of the solicitation and amendments are available by INTERNET ACCESS ONLY. All Request for Proposals (RFP) documents and any amendments to the RFP are made available from the [FedBizOpps](#) website.
- 6.2 It shall be the contractor's responsibility to check the website for any amendments. The offeror shall submit in the Proposal all requested information specified in this solicitation.

7. Payment for the various items listed in the Contract Line Item Schedule shall constitute full compensation for performing all requirements in conformity with the PWS. All costs for work not specifically mentioned in the Contract Line Item Schedule shall be included in the contract prices for the items listed.

8. Proposal Format

- 8.1 Submit the following items by the date and time set for receipt of proposals.

Volume Number	Contents	Maximum Pages	Form/Copies
1	General Offer	N/A	Hard copies: Original and 1 copy Electronic copies: 1 copy
2	Pricing Information - includes Price Schedule	N/A	Hard copies: Original and 1 copy Electronic copies: 1 copy
3	Technical/Past Performance	100	Hard copies: Original and 1 copy Electronic copies: 1 copy

- 8.1 Each of the above written and electronic submissions shall be in English, printed on 8 ½ x 11 paper using standard 12 point size type, 3 hole punched and placed in separate 3 ring binders. Each volume will contain a Title Sheet on the cover for ready identification of the Proposal and a full table of contents, separated by Tabs, as prescribed herein. **The offerors are cautioned that no reference to the proposed price(s) shall be made in Volumes 1 or 3.**

- 8.2 The electronic submittal of all volumes shall be provided on a Compact Disk (CD) and pdf compatible.

- 8.3 Fax of written submittals will not be accepted.

- 8.4 Technical Proposal is limited to 100 pages. The term "pages" does not include pullout drawings, tables, diagrams, charts, annexes, indices, and tables but must be folded to fit a standard page. All pages shall be single sided. The complete Technical proposal pages shall be numbered consecutively without regard to individual Sub factors. Information not contained within the above limitations will not be evaluated.

- 8.4.1 Photographs and organizational charts will not be considered a page. However, a photograph with more than 6 lines of text (for caption purposes) counts as one page. Proposals that contain overly elaborate presentations may be construed as an indication of the Offerors lack of cost-consciousness.

- 8.5 Offerors shall comply with all requirements of the Proposal submission instructions. Deviations shall not be accepted. Any proposal that states, includes or alludes to the proposed price(s) in the noted Volume shall be determined to be unacceptable and shall not be considered for award.

9. WRITTEN CONTENTS:

- 9.1 Proposals shall be submitted in three parts: (1) General Proposal; (2) Pricing Proposal; (3) Technical Proposal/ Past Performance. Each part shall be submitted with the type of Proposal (i.e. Technical or Price) clearly marked. All volume parts of Proposal are DUE AT THE SAME TIME.

9.2 Volume 1 – General Offer

- 9.2.1 Proposal Transmittal Letter. A letter formally transmitting the proposal to include the following:

- 9.2.1.1 Statement of Compliance. Each offeror shall include a statement indicating complete compliance with the solicitation, or detailed analysis of any objections, exceptions, contingencies, or additions. Any objections, exceptions, contingencies, or additions shall also cross reference the particular paragraph(s) in the solicitation document to which they apply.

9.2.1.2 Proprietary Information. Each offeror shall include a statement indicating whether or not the offeror intends to make use of any proprietary or patent information. In the event that use of such information is anticipated, the specific areas of use by the offeror and his subcontractors must be clearly defined, including whether limited or unlimited rights are applicable.

9.2.2 Proposal must be signed by an official authorized to bind the organization. All amendments must be acknowledged by number and date.

9.2.3 Provide the name, point of contact, phone number of firm signing the Offer.

9.2.4 Names, titles, email addresses, telephone numbers of persons authorized to negotiate on the firm's behalf with the Government in connection with this solicitation.

### 9.3 Volume 2 - Price Proposal

9.3.1 Prices must be provided for all line items on the Price Schedule.

9.3.2 The offeror shall ensure that the Government is able to mathematically compute the price based on the information provided in the schedule.

9.3.3 An electronic/manipulatable copy of all pricing information must be included on a separate CD.

### 9.4 Volume 3 - Technical Proposal/Past Performance:

9.4.1 Technical Capability: This section shall identify the offeror's understanding, approach, methods, and ability to meet or exceed the requirements. Proposals shall make direct reference to all SOO/PWS paragraph numbers. Proposed approach and methods shall be presented in a clear and logical order. Statements such as "will comply", "meets the intent of", or "we intend to meet all requirements" will not suffice for evaluation purposes.

9.4.2 A Cover Letter should be the first page of the technical proposal and should include (do not put this in the price Proposal):

- Solicitation number.
- Names, titles, email addresses, telephone numbers and facsimile numbers of persons authorized to negotiate on the firm's behalf with the Government in connection with this solicitation.
- Name, title, and signature of the person authorized to sign the Proposal.
- A statement specifying agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any and all items upon which prices are proposed at the proposed item prices.
- Final Proposal Revisions: If required to submit a Final Proposal Revision, the accompanying cover letter must identify all changes made to the firm's initial Proposal.

9.4.3 Order of Proposal:

As a minimum, the technical/past performance proposal should contain the following general format for the volumes specified in the table below. It is preferred that pages be numbered consecutively throughout the technical proposal. However, giving each page a unique identifier within sections is acceptable (i.e., A-1 through A-5, then B-1 through B-5, etc.).

- Technical/Past Performance Proposal Cover Letter
- Table of Contents (List all Sections of the Technical Proposal)
- Technical Approach: Performance Work Statement and Management Approach
- Schedule
- Past Performance of the Prime
- Participation of Small Business in the Performance of this Contract

**(End of Provision Addendum)**

**ADDENDUM TO FAR 52.212-2  
EVALUATION--COMMERCIAL ITEMS (OCT 2014)**

1. The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:
2. Offerors must submit information for the below criteria in sufficient detail to permit proper evaluation. Submittals must be in a format that follows the sequence of criteria set forth in the paragraphs below. Absence of information will be deemed as if no support for that factor is available.
3. Offerors will be evaluated on the basis of two criteria, TECHNICAL and PRICE. Award will be made to the offeror who proposes the combination of price and technical factors that represent the best value to the government based on the evaluation criteria listed below.
4. EVALUATION CRITERIA
  - 4.1 Non-Price Evaluation Criteria:
    - 4.1.1 All Non-Price Factors, when combined, are considered significantly more important than the price.
    - 4.1.2 The below Table provides level of importance for each Factor. Each Factor within the same level is of equal importance to each other. Non-Price Factors are as follows:

Factor/Sub factor	Description	Relative Importance
Factor 1	Technical Approach	1 <sup>st</sup> Level, Most Important
Sub-Factor 1	Performance Work Statement	Equal Importance to SubFactor 2
Sub-Factor 2	Management Approach	Equal Importance to SubFactor 1
Factor 2	Schedule	2 <sup>nd</sup> Level, Slightly less important than 1 <sup>st</sup> Level
Factor 3	Past Performance of the Prime	2 <sup>nd</sup> Level, Slightly less important than 1 <sup>st</sup> Level
Factor 4	Participation of Small Business In The Performance of This Contract	3 <sup>rd</sup> Level, Slightly less important than 1 <sup>st</sup> and 2 <sup>nd</sup> Levels combined

4.3 Price Evaluation Criteria:

Factor Number	Description	Relative Importance
Factor 1	Contract Line Item Schedule	4 <sup>th</sup> Level, Significantly less important than 1 <sup>st</sup> , 2 <sup>nd</sup> and 3 <sup>rd</sup> combined

- 4.4 All Non-Price Factors, when combined, are considered significantly more important than the price. It is pointed out, however, that should technical competence between offerors be considered approximately the same, the price could become more important in determining award.

5. EVALUATION PROCEDURES

- 5.1 Technical Evaluation/Past Performance: Technical proposals will be evaluated per FAR Part 15 by a Source Selection Evaluation Board (SSEB) comprised of representatives of the Veterans Administration. Pricing data will not be considered during this evaluation. Criteria for the technical evaluation are set forth elsewhere in the solicitation and will be the sole basis for determining the technical merit of proposals. To be considered for award, proposals must conform to the terms and conditions contained in the RFP. No proposal will be accepted



that does not address all criteria specified in this solicitation or which includes stipulations or qualifying conditions unacceptable to the Government.

- 5.2 Price Evaluation: Price is of secondary importance to the technical criteria. Pricing will be independently evaluated to determine reasonableness and to aid in the determination of the firm's understanding of the work and ability to perform the contract.
- 5.3 Best Value Analysis. In determining the best value to the Government, the tradeoff process of evaluation will be utilized. The tradeoff process permits tradeoffs among price and technical factors, and allows the Government to consider award to other than the lowest priced offeror or other than the highest technically rated offeror. You are advised that greater consideration will be given to the evaluation of technical proposals rather than price.
- 5.4 Selection and Award without Discussions: It is the intent of the Government to make award based upon initial proposals, without further discussions or additional information. Therefore, initial proposals should be submitted based on the most favorable terms from a price and technical standpoint. Do not assume there will be an opportunity to clarify, discuss or revise proposals. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.
- 5.5 Discussions: If Discussions are held. They are usually conducted in writing, but may also be by telephone or in person. Discussions are tailored to each offeror's proposal. The primary objective of discussions is to maximize the Government's ability to obtain the best value, based on the requirement and the evaluation criteria set forth in this solicitation. If a firm's proposal is eliminated or otherwise removed from consideration for award during discussions, no further revisions to that firm's proposal will be accepted or considered. Discussions will culminate in a request for Final Proposal Revision, the date and time of which will be common to all remaining firms.
- 5.6 Proposal Expenses and Pre-Contract Costs: This solicitation does not commit the Government to pay costs incurred in preparation and submission of initial and subsequent proposals or for other costs incurred prior to award of a formal contract.
- 5.7 Release of Information: After receipt of proposals and until contract award, selection information will not be furnished to any firm.

## 6. TECHNICAL/PAST PERFORMANCE FACTORS

Recent - Project examples within the last 3 years.

Relevancy - "Relevant" is defined as projects similar to the project in this solicitation in scope, magnitude and complexity and that have a logical connection with the requirements of this RFP.

Three types of experience areas that are considered especially relevant include: 1) similar hospital facility projects; 2) Administrative facility projects. Examples of relevant equipment installation experience of the firm include administrative facilities, hospital buildings and medical buildings; 3) understanding of the complexity of this project based on the critical project factors such as installation phasing, staging, inspection, increased distance of delivery from loading dock to installation site and concurrent installation on construction site. These relevancies may be evaluated more favorably.

### 6.1 FACTOR 1 – Technical Approach

#### 6.1.1 SUB-FACTOR 1 – Performance Work Statement

- 6.1.1.1 Evaluation Criterion: The offeror shall provide a Performance Work Statement (PWS) showing a clear understanding of the requirement and tasks in accordance with the SOO. The PWS shall demonstrate the offerors understanding of the scope and complexity of the solicitation. The PWS shall present a sound, technical advanced, rational solution to the technical requirements as described in the SOO. The PWS shall be provided in the same format as the SOO.

6.1.1.2 Evaluation Method: This factor will be evaluated to determine the soundness, completeness, adequacy, and technical understanding of the offeror's proposed technical solution as reflected in the offeror provided PWS.

## 6.1.2 SUB-FACTOR 2 - Management Approach

6.1.2.1 Evaluation Criterion: The offeror shall provide a comprehensive management narrative, of no more than five pages in length, developed specifically for the entire scope of this contract. As a minimum, the narrative should address/discuss the following:

- 6.1.2.1.1 Management approach for delivery, installation and all other ancillary activities of all the proposed products including, but not limited to, product ordering, communications, scheduling, installation, acceptance and invoicing.
- 6.1.2.1.2 Demonstrate ability to provide satisfactory plan of action for response and repairs items include items such as uncompleted contract items (i.e. punch list items)
- 6.1.2.1.3 Explanation of how the following installation activities will be managed for thorough and timely execution:
  - o coordination of phasing
  - o multi-floor installations
  - o concurrent multi-building installations
- 6.1.2.1.4 Shall describe the deliverables required and how shall be met and formatted as stated in PWS.

6.1.2.2 Evaluation Method: This factor will be evaluated on the offeror's ability to provide a thorough and reasonable Management Approach suitable for the scope and complexity of this project.

## 6.2 FACTOR 2 – Schedule

6.2.1 Evaluation Criterion: The offeror shall develop a proposed installation schedule demonstrating the technical approach for installation of this project. The proposed schedule shall indicate the starting and completion times of all major elements of work. The schedule shall indicate sequences proposed to accomplish each work element and appropriate interdependencies between various work elements. The schedule shall be as complete, reasonable, and realistic as possible, demonstrating the offeror's ability to propose a schedule that identifies all major elements of work for this project, meets the Government's requirements, and is obtainable. For purposes of the proposal submittal, assume an installation begin date of September 11, 2015.

6.2.2 Evaluation Method: Evaluation will be based on the offeror's ability to develop a schedule that addresses the major work elements and the offeror's ability to present an approach that is complete, reasonable, and realistic.

## 6.3 FACTOR 3 - Past Performance of the Prime

6.3.1 Evaluation Criterion:

- 6.3.1.1 In accordance with FAR 42.1503(g), past performance will be evaluated using the Past Performance Information Retrieval System (PPIRS).
- 6.3.1.2 If relevant past performance history is available for your DUNS number, provide a list of comparable contract numbers listed in PPIRS
- 6.3.1.3 If no relevant past performance history is available for your DUNS number, you may choose to utilize the attached Past Performance Questionnaire (S02 RFP Attachment A Past Performance Questionnaire) and it may be used exclusively for evaluation. Government databases will be checked and previous customers and/or evaluators may be contacted as references or verification of performance.
- 6.3.1.4 A lack of past performance information will result in a neutral rating during evaluations.

6.3.1.2 All performance ratings shall be considered for contracts ongoing or completed within the past three (3) years from the date proposals are due. All projects submitted on a Past Performance Questionnaire must be at least 75% complete or must have been completed within the past three (3) years from the date proposals are due. Further instructions are found at the top of the Past Performance Questionnaires.

6.3.1.3 Offeror's proposals shall include a list of all customers (including current point of contact, phone number, and electronic address) to whom a Past Performance Questionnaire was provided. The Government will only evaluate up to five (5) Past Performance Questionnaires. To be considered, the Questionnaires must be completed by the customers and mailed, emailed or hand-delivered directly by the Customer to Contracting POC for receipt no later than the time and date proposals are due. Questionnaires submitted directly by Offerors WILL NOT be considered. Please ensure envelopes containing Questionnaires submitted to this office do not contain the return address of the offeror's firm.

6.3.2 Evaluation Method:

The Government will evaluate the relative merits of each Offeror's past performance. The Government reserves the right to consider all aspects of the firms' performance history including specific question ratings of the past performance vs. overall rating; and, may attribute more significance to projects that demonstrate specific relevant experience to this project.

6.4 FACTOR 4 - Participation of Small Business in the Performance of This Contract

6.4.1 Evaluation Criterion: Offerors must identify the extent and approach for Small Businesses (SBs) categories to be utilized in the performance of this proposed contract. For small businesses, as defined by the North American Industry Classification System (NAICS) Code applicable to this solicitation, the offeror's own participation as a SB is to be identified, and will be considered in evaluating the Small Business Participation evaluation factor.

6.4.1.1 Offeror must submit a subcontracting plan (SBSP), where applicable, that separately addresses subcontracting with small business concerns, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and with women-owned small business concerns. The plan shall provide all information in accordance with 52.219-9. SBSP must reflect VA minimum goals. [VA Subcontracting Goals](#)

6.4.1.2 Offeror must provide the names of Veteran Owned (VOSB) or Service-Disabled Veteran Owned (SDVOSB) small business with who intend to subcontract and approximate dollar value of subcontracts.

6.4.2 Evaluation Method: Evaluation will be based on the offerors ability demonstrate an approach that is complete, reasonable, and realistic to meet Subcontracting goals. Proposals that demonstrate a higher ability to subcontract to VOSB and SDVOSB will be evaluated more favorably.

7. PRICE EVALUATION

7.1 Evaluation Criterion:

7.1.1. Submit the properly filled out Price Schedule.

7.2 Evaluation Method:

7.2.1 Price will not be rated or scored, but, will be evaluated for completeness and price reasonableness. A determination will be made on each proposal whether it is complete and the proposed prices are reasonable. The contract Total Evaluated Price shall consist of the Total Prices for CLIN's 0001-0018.

7.2.2 The evaluation criteria definitions are provided below.

- 7.2.2.1 Completeness: An accurate reflection, within the price proposal, of all aspects of the technical proposal; contractor compliance with the price preparation instructions in the Request for Proposal (RFP) – Instructions, Conditions, and Other Statements to Proposals; and contractor compliance with all other applicable directions in the RFP. Failure to address significant portions of the technical proposal in the price proposal may constitute an incomplete price submission and may result in rejection of the proposal.
  - 7.2.2.2 Price Reasonableness: The proposed prices to the government reflect what a prudent person would pay for goods/services when consideration is given to offered prices in the market.
  - 7.2.2.3 Unbalanced Pricing. The proposals will be reviewed for unbalanced pricing. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price for one or more contract line items is significantly over or understated as indicated by the application of cost or price analysis techniques. Unbalanced pricing may indicate a proposal error and/or a misunderstanding of the contract requirements by the offeror. Based on the analysis performed, a determination will be made on the appearance of unbalanced or balanced pricing on each proposal.
8. 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 Addendum)**