

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-0834** 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 20, 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 procurement, set up, delivery, and installation of all Solar Shade Systems for the Inpatient Building (IP) and the Central Energy Plant (CEP) Building of the Department of Veterans Affairs, 2400 Canal St. New Orleans, Louisiana 70119.
2. All work shall be completed in accordance the Performance Work Statement (PWS), titled “Solar Shade Systems In-Patient Building and the Central Energy Plant (CEP) Building”, dated August 3, 2015.
3. NAICS code is 337920. 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 supply and delivery/installation.
  - 5.2 The anticipated Period of Performance for delivery and installation is from December 15, 2015 to April 28, 2016.
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 – 0022 for supplies, delivery and installation 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 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 PWS paragraph 6.
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. Proposal Total Firm Fixed Price:
- 17.1 Proposals shall include a Total Firm Fixed Price for CLIN 0001 - 0022 for equipment, installation and implementation per Schedule B below. A breakdown of the FFP may be requested to determine price reasonableness.
18. Pre Proposal Conference and Site Visits
- 18.1 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.
  - 18.2 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.
  - 18.3 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.
  - 18.4 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.

18.5 Schedule is as below:

- 18.5.1 A one-time pre-Proposal conference and site visit will be conducted on August 11, 2015 beginning at 10:30 am, 2400 Canal Street, New Orleans, La 70118. The pre-Proposal conference will begin promptly at 10:30 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.

- 18.5.2 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: michelle.bocage@va.gov with a copy to roselyn.bailey@va.gov. Questions will be accepted up to 2:00 p.m. August 14, 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

**NOTE: ALL SIZES AND QUANTITIES ARE APPROXIMATE AND MUST BE FIELD VERIFIED BY THE AWARDED CONTRACTOR PRIOR TO ORDER PLACEMENT**

| Line Item | Description   | Unit | Quantity | Unit Price | Total Price |
|-----------|---|------|----------|------------|-------------|
| 0001      | Type A Manual Single Operating Roller Shade in CEP 1st Floor: 33"w X 21"h           | 1    | ea       |            |             |
| 0002      | Type A Manual Single Operating Roller Shade in CEP 1st Floor: 61"w X 21"h           | 1    | ea       |            |             |
| 0003      | Type A Manual Single Operating Roller Shade in CEP 1st Floor: 72"w X 21"h           | 1    | ea       |            |             |
| 0004      | Type A Manual Single Operating Roller Shade in CEP 2nd Floor: 48"w X 61"h           | 49   | ea       |            |             |
| 0005      | Type A Manual Single Operating Roller Shade in CEP 3rd Floor: 48"w X 61"h           | 19   | ea       |            |             |
| 0006      | Type A Manual Single Operating Roller Shade in CEP 4th Floor: 48"w X 61"h           | 5    | ea       |            |             |
| 0007      | Delivery and Installation for CEP Floors 1 -4                                       | 1    | jb       |            |             |
| 0008      | Type A Manual Single Operating Roller Shade w/ Fascia in IP 1st Floor: 36"w X 116"h | 2    | ea       |            |             |
| 0009      | Type A Manual Single Operating Roller Shade w/ Fascia in IP 1st Floor: 61"w X 116"h | 52   | ea       |            |             |
| 0010      | Type B Manual Single Operating Roller Shade Pocket Mt. in IP 1st Floor: 42"w X 93"h | 4    | ea       |            |             |

|       |  |     |    |  |  |
|-------|--|-----|----|--|--|
| 0011  | Type B Manual Single Operating Roller Shade<br>Pocket Mt.in IP 1st Floor: 67"w X 93"h      | 79  | ea |  |  |
| 0012  | Type B Manual Single Operating Roller Shade<br>Pocket Mt.in IP 2nd Floor: 42"w X 93"h      | 4   | ea |  |  |
| 0013  | Type B Manual Single Operating Roller Shade<br>Pocket Mt. IP 2nd Floor: 42"w X 108"h       | 1   | ea |  |  |
| 0014  | Type C Manual Double Operating Roller<br>Shades Pocket Mt in IP 2nd Floor: 42"w X<br>116"h | 10  | ea |  |  |
| 0015  | Type C Manual Double Operating Roller<br>Shades Pocket Mt in IP 2nd Floor: 67"w X<br>116"h | 146 | ea |  |  |
| 0016  | Type B Manual Single Operating Roller Shade<br>Pocket Mt. in IP 3rd Floor: 42"w X 93"h     | 4   | ea |  |  |
| 0017  | Type C Manual Double Operating Roller<br>Shades Pocket Mt in IP 3rd Floor: 42"w X<br>116"h | 10  | ea |  |  |
| 0018  | Type C Manual Double Operating Roller<br>Shades Pocket Mt in IP 3rd Floor: 67"w X<br>116"h | 146 | ea |  |  |
| 0019  | Type B Manual Single Operating Roller Shade<br>Pocket Mt. in IP 4th Floor: 42"w X 93"h     | 5   | ea |  |  |
| 0020  | Type C Manual Double Operating Roller<br>Shades Pocket Mt in IP 4th Floor: 42"w X<br>116"h | 6   | ea |  |  |
| 0021  | Type C Manual Double Operating Roller<br>Shades Pocket Mt in IP 4th Floor: 67"w X<br>116"h | 76  | ea |  |  |
| 0022  | Delivery and Installation for IP Floors 1-4  | 1   | jb |  |  |
| Total |  |     |    |  |  |

## B.2 STATEMENT OF OBJECTIVES

**Performance Work Statement**  
**Solar Shade Systems**  
**In-Patient Building and the Central Energy Plant (CEP) Building**  
**Department of Veterans Affairs**  
**Southeast Louisiana Veterans Health Care System**  
**2400 Canal Street, New Orleans, LA. 70119**

August 3, 2015

### 1. INTRODUCTION

This performance work statement describes the requirement for procuring, set up, delivery, and installation of all Solar Shade Systems for the Inpatient Building (IP) and the Central Energy Plant (CEP) Building of the Department of Veterans Affairs, 2400 Canal St. New Orleans, Louisiana 70119. These Solar Shade Systems shall support the facility currently known as The Southeast Louisiana Veterans Health Care System (SLVHCS).

### 2. SCOPE OF WORK

#### 2.1 OVERVIEW

This project shall consist primarily of field verification, receiving, delivery, assembly, installation and inspection of all Solar Shade Systems listed.

#### 2.2 SPECIFICATIONS

The suggested manufacturer is MechoShade "OR EQUAL".

##### 2.2.1 ---LOCATIONS

Locations, types and approximate size of each Solar Shade System shall be as shown on PWS Attachments 1-5.

NOTE: All sizes, mounting application, finishes and drive chain locations must be field verified before order is placed. THE SIZES AND QUANTITIES PROVIDED ON THE ATTACHMENTS ARE APPROXIMATE FOR BIDDING PURPOSE ONLY.

Contractor shall label all Solar Shade Systems per room.

##### 2.2.2 ---PRODUCTS / SALIENT CHARACTERISTICS

All products must meet all salient characteristics defined in this section.

###### 2.2.2.1 Manual Operating Roller Shade Type A:

- Construction: Single Solar Shades, Regular Roll with Lift Assist Mechanism and Fascia
- Mounting: Inside Mullion to Mullion Surface Mount with Standard 5 bracket or equal, or Standard 5 Extended bracket as needed, Wall Angle Brackets, Fascia, and Safety Fasteners
- Solar Shadecloth : 2 by 2 Dense Basket Weave, ThermoVeil, 1300 Series, 5% open, Color: 1304 Black/Brown, Fascia: Quaker Bronze or equal

###### 2.2.2.2 Manual Operating Roller Shade Type B

- Construction: Single Solar Shades, Regular Roll with Lift Assist Mechanism and Closure Plate
- Mounting: Surface Mount with Standard 5 bracket or equal, closure plate (appropriate size of to close gap of pocket without shade rubbing plate), single closure mount and Safety Fasteners. (Shade shall be capable of mounting inside existing ceiling gypsum board pocket, approximately 8"x8", with plywood blocking.)
- Solar Shadecloth : 2 by 2 Dense Basket Weave, ThermoVeil, 1300 Series, 5% open, Color: 1304 Black/Brown, Closure Plate - White

### 2.2.2.3 -Manual Operating Roller Shade Type C

- Construction: Double Solar Shades, Regular Roll with Lift Assist Mechanism and Closure Plate.
- Mounting: Surface Mount with Vertical Double Shade Bracket #15 "OR Equal", closure plate (appropriate size of to close gap of pocket without shade rubbing plate), single closure mount and Safety Fasteners. (Shade shall be capable of mounting inside existing ceiling gypsum board pocket, approximately 8"x8", with plywood blocking.) Blackout shade mounted closest to the window with the ThermoVeil mounted on the interior of the room.
- Shadecloth:
  - 2 by 2 Dense Basket Weave, ThermoVeil 1300 Series, 5% open, Color: 1302 Beige or equal.
  - Room darkening, opaque vinyl, Classic Blackout 0700 Series Color: 0706 Oyster or equal.Closure Plate - White

### 2.2.2.4 Shadecloth:

- Visually Transparent Shadecloth, 2x2 dense basket-weave pattern, 5% openness factor, ThermoVeil 1300 Series, single thickness non-raveling 0.030-inch thick vinyl fabric, woven from 0.018-inch diameter extruded vinyl yarn comprising of 25 percent polyester (yarn) and 75 percent PVC vinyl. Pass NFPA 701. Anti-Microbial Characteristics: 'No Growth' per ASTM G 21 results for fungi ATCC9642, ATCC 9644, and ATCC9645. Greenguard Certified.
- Room Darkening Shadecloth, Classic Blackout 0700 series, opaque vinyl material, 0% openness factor, comprising of 75% vinyl (coating, 25% fiberglass (yarn). Passes NFPA 701-2004. Greenguard Certified.

### 2.2.2.5 Shade Band:

- Construction of shade band includes the fabric, the hem weight, hem- pocket, shade roller tube, and the attachment of the shade band to the roller tube.
- Hem Pockets and Hem Weights: Fabric hem pocket with RF-welded seams (including welded ends) and concealed hem weights. Hem weights shall be of appropriate size and weight for shade band. Hem weight shall be continuous inside a sealed hem pocket. Hem pocket construction and hem weights shall be similar, for all shades within one room.
- Shade Band and Shade Roller Attachment:
  - Extruded aluminum shade roller tube of a diameter and wall thickness required to support shade fabric without excessive deflection. Roller tubes less than 1.55 inch in diameter for manual shades
  - Provide for positive mechanical engagement with drive / brake mechanism.
  - Provide for positive mechanical attachment of shade band to roller tube; shade band shall be made removable / replaceable with a "snap-on" snap-off" spline mounting, without having to remove shade roller from shade brackets.

### 2.2.2.6 Shade Fabrication:

- Fabricate units to completely fill existing openings from head to sill and jamb-to-jamb on inside mounts and center to center on Vertical Mullion on outside mounts. Intermediate brakes to be centered on mullions.

### 2.2.2.7 Components:

#### -----2.2.2.7.1 Access and Material Requirements:

- Provide shade hardware allowing for the removal of shade roller tube from brackets without removing hardware from opening and without requiring end or center supports to be removed.
- Provide shade hardware that allows for removal and re-mounting of the shade bands without having to remove the shade tube, drive or operating support brackets.
- Delrin engineered plastics for all plastic components of shade hardware.



-----2.2.2.7.2 Manual Operated Chain Drive Hardware and Brackets:

- Provide for universal, regular and offset drive capacity, allowing drive chain to fall at front, rear or non-offset for all shade drive end brackets. Universal offset shall be adjustable for future change.
- Provide hardware capable for installation of a removable fascia, for regular roll which shall be installed without exposed fastening devices of any kind.
- Provide shade hardware system that allows for removable regular and/or reverse roll fascia's to be mounted continuously across two or more shade bands without requiring exposed fasteners of any kind.
- Provide positive mechanical engagement of drive mechanism to shade roller tube.
- Provide shade hardware constructed of minimum 1/8-inch thick plated steel or heavier as required to support 150 percent of the full weight of each shade.
- Drive Bracket / Brake Assembly:
  - Shall be fully integrated with all SnapOn fascia, closure plates and single closure mounts.
  - Drive sprocket and brake assembly shall rotate and be supported on a welded 3/8 inch steel pin.
    - The brake shall be an over-running clutch design which disengages to 90 percent during the raising and lowering of a shade. The brake shall withstand a pull force of 50 lbs. in the stopped position.
    - The braking mechanism shall be applied to an oil-impregnated hub on to which the brake system is mounted. The oil impregnated hub design includes an articulated brake assembly. The assembly shall be permanently lubricated.
    - The assembly shall be fully mounted on the steel support bracket, and fully independent of the shade tube assembly, which may be removed and reinstalled without effecting the roller shade limit adjustments.
- Drive Chain #10: stainless steel chain rated to 90 lb. minimum breaking strength.
- All drive chains shall be secured with safety fasteners.
- Bracket sizes shall be consistent within each room.

2.2.2.8 Accessories

-----2.2.2.8.1 Fascia:

- Continuous removable extruded aluminum fascia that attaches to shade mounting brackets without the use of adhesives, magnetic strips or exposed fasteners, fully conceal brackets, shade roller and fabric on the tube.
- 15' Fascia shall span one or more shades where practicable
- Bracket/fascia end caps where mounting conditions expose outside of roller brackets
- Notching of Fascia for manual chain shall not be acceptable.
- Finish: Quaker Bronze or equal.

-----2.2.2.8.2 Closure Plate:

- Extruded aluminum pocket closure assembly in baked enamel finish.
- 15' Closure Plates shall span one or more shades where practicable
- Width shall be 3"min., 5"max. Appropriate size of the closure plate to close the gap of pocket and the shade without the shade rubbing the closure plate.
- Finish: White

-----2.2.2.8.3 Single Closure Mount:

- Extruded aluminum pocket closer assembly in baked enamel finish.
- Single Closure Mount to support Gypsum Board Ceiling
- Finish: White

2.2.2.8.4 Lift Assistant Mechanism (LAM) Assist in lifting shades weighing up to 20lbs.

- Spring assembly unit inside the shade tube and one of a wide range LAM idle end bracket designed to wind the spring in the proper direction for regular or reverse roll for both right-hand or left-hand drive
- 2.2.2.8.5 Safety Fasteners
- Shade shall be secured with safety hold down brackets

## 2.3 DELIVERY AND INSTALLATION

### 2.3.1 ---DELIVERY

- 2.3.1.1 Delivery, Set-up, and Installation shall be coordinated with a SLVHCS COR.
- 2.3.1.2 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.
- 2.3.1.3 Installation shall be scheduled per building. Each building shall be coordinated with COR.
- 2.3.1.4 Delivery space and path of travel 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.

### 2.3.2 ---INSTALLATION

- 2.3.2.1 Manual Operating Roller Shade Type A shall be installed the Central Entergy Plant and the Inpatient Building.
- 2.3.2.2 Manual Operating Roller Shade Type B shall be installed the Inpatient Building
- 2.3.2.3 Manual Operating Roller Shade Type C shall be installed the Inpatient Building in Patient Rooms only.
- 2.3.2.3 Contractor shall reference Attachments 1 – 5 for Solar Shade System layout per room as defined in Section 2.2.
- 2.3.2.5 Contractor shall install Solar Shade Systems level and true according to manufacturer's written instructions to assure proper operation and clean the Solar Shade Systems surfaces after installation, according to manufacturer's written instructions.
- 2.3.2.6 The installation shall be only by manufacturer qualified and certified installers with the knowledge of Solar Shade Systems and shall comply with all necessary VA and safety regulations.
- 2.3.2.7 Contractor shall not install Solar Shade Systems until spaces are enclosed and weatherproof, wet work in spaces is complete and dry, work above ceilings is complete and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
- 2.3.2.8 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.
- 2.3.2.9 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 shall protect the interior of the elevator in order to prevent damage to the interior walls of the elevator.
- 2.3.2.10 Reference PWS Attachment 1, SITE MAP, for building locations and travel distance for delivery and installation. The travel distance from the loading dock to the front of the campus is approximately 1,100 Linear Feet.
- 2.3.2.11 The contractor shall coordinate all deliveries, staging areas, installations, and parking arrangements with the COR.

### 2.3.3 ---INSTALLATION SCHEDULE

- 2.3.3.1 The installation of specified products shall be completed per Section 3.
- 2.3.3.2 Contractor shall develop an installation schedule, which shall include installation and inspection of the specified item as well as a final walk through with the COR in coordination with the COR. The contractor shall provide the installation schedule and location plan within 10 business days of award for COR final approval.
- 2.3.3.3 The installation shall be completed in two phases. Phase One shall consist of all floors of the CEP. Phase Two shall consist of all floors of the Inpatient Building.

## 2.4 SITE CONDITIONS

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

## 3. PERIOD OF PERFORMANCE AND WORKING HOURS

- 3.1 Period of Performance is December 15, 2015 to April 28, 2016.
- 3.2 Working hours are between 07:00 – 06:00 pm, Monday through Friday. All federal holidays excluded. Any required weekend work will be specified at the Delivery Order level. Federal holidays are available at the [Federal Holiday OPM Site](#).
- 3.3 Phasing Estimate:
  - Phase One – CEP – 15 days
  - Phase Two – In-Patient – 120 days

## 4. INSPECTION AND ACCEPTANCE

- 4.1 The Contractor shall conduct a joint inspection with the COR once all Solar Shade Systems has been 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 The Contractor shall coordinate this ordering arrangement at order placement with the COR.
- 5.6 Any government requested delayed delivery up to 90 days after initial negotiated delivery date, shall be at no additional cost to the Government.
- 5.7 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 Samples and Literature for Verification:
  - For each type of exposed finish required, provide a sample, not less than three (3) inches square, of same thickness and material indicated for the work. Sample(s) shall be submitted within 10 business days of award. If finishes involve normal color and texture variations, include sample sets showing the full range of variations expected. Literature and specifications shall be submitted within 10 business days of award.
- 6.2 Close Out Documentation:
  - 6.2.1 ---Two complete sets of documentation, as listed below, shall be provided to the SLVHCS COR at the completion of installation.
  - 6.2.2 Operator manuals, it is permissible to provide this in the form of a CD or DVD

- 6.2.3 Complete Binders to include product brochures, specified fabric memos samples and technical recommendations for Maintenance and service of the solar shades system.

## 7. OPERATOR TRAINING:

7.1 Contractor shall provide On-site training of the Solar Shade System to the Users. Scheduling of operator training shall be coordinated with the SLVHCS COR after installation is complete.

## 8. FIELD VERIFICATION & COMPLETION WALK-THRU:

8.1 Contractor must attend all field verifications walk-thru and be present at final inspections upon completion of the job.

## 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 The C&A requirements do not apply and a Security Accreditation Package is not required.

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 & REPAIRS

11.1 All specified product(s) shall be under standard manufacture's warranties.

11.2 Contractor must respond and provide a report for service and warranty repair request within a 24 hours of notification for COR review and approval. COR will provide review within 24 hours of receipt of report. Contractor must coordinate with the COR the service or warranty repair service 3 days prior to start of service.

## 12. QUALITY ASSURANCE

12.1 Performance Requirements Table. This PWS not only discusses work to be performed, but also contains performance standards and acceptable performance levels (APL). Performance standards are "tools" the

government uses to measure level of performance. A standard is an optimum performance level against which actual performance can be measured or evaluated. For example, in the statement "complete a service call in 24 hours" the standard is 24 hours. The number of days actually taken to finish this task is the performance indicator, which determines if the work performed was below, met, or exceeded the standard. Developing accurate performance standards is crucial to ensuring that the actual performance received, regardless of the service provider, meets the requirements of the Performance Work Statement. This PWS includes performance standards for each of the Functional Areas of the PWS. The performance standards provided with this PWS seek to state the characteristics of properly completed outputs. Each performance standard contains standards for both quality and timeliness.

- 12.2 Quality Assurance. The COR will inspect for compliance with Contract terms throughout the Contract period. Evaluation will be based on the Contractor's compliance with the requirements set forth in the Performance Requirements Summary (PRS). The Government will monitor the Contractor's performance under this Contract by performing surveillance using the PRS. The PRS is used primarily to determine if the Contractor is performing all required outputs. The PRS also indicates for contractors the importance of each required service.

12.3 Performance Requirements Summary Table:

| Performance Standard   | PWS Paragraph | Performance Threshold  | Surveillance Method   | Frequency              |
|--|---------------|--|---|------------------------|
| 1) Quality Control - Services are performed on time, without damages to customer's or Government property and per PWS.   | 2.3<br>5      | No more than three (3) verified customer complaints within a three (3) month period, verified damages are settled within four (4) weeks. | Random Sampling, Unscheduled Inspections, Customer Complaints | Every three (3) months |
| 2) Delivery – delivery time met expectations and was unloaded by appropriate contractor personnel using appropriate equipment without damage.  | 2.3<br>5      | No more than one (1) late delivery per six months.   | COR review of performance records                             | Every three (3) months |
| 3) Installation/ Removal – product was uncrated, and assembled per manufacturer's instructions and per customer's approved layout within the allotted time frame and all trash is removed daily. | 2.3           | No more than one (1) missed installation completion date.  | COR review of performance records                             | Every three (3) months |
| 4) Acceptance – All punch list items have been remedied and all product is in proper working condition.  | 4             | No more than one (1) unresolved punch list instance after 60 calendar days.  | COR review of performance records                             | Every three (3) months |

|  |    |  |                                   |                        |
|--|----|--|-----------------------------------|------------------------|
| 5) Warranty Items – All items under warranty shall be responded to and a report for service and warranty repair request shall be provided within 24 hours of notification. | 11 | No more than one (1) warranty response over 24 hours. Zero (0) warranty responses over 48 hours. | COR review of performance records | Every three (3) months |
|--|----|--|-----------------------------------|------------------------|

### 13. LIST OF ATTACHMENTS:

PWS Attachment 1 – Site Plan  
 PWS Attachment 2 – CEP Floor Plan  
 PWS Attachment 3 – CEP Elevations  
 PWS Attachment 4 – Inpatient Floor Plans  
 PWS Attachment 5 – Inpatient Elevations

## 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-11 |
| 52.204-13 System for Award Management Maintenance.                           | Jul-13 |
| 52.204-18 Commercial and Government Entity Code Maintenance.                 | Jul-15 |
| 52.204-19 Incorporation by Reference of Representations and Certifications.  | Dec-14 |
| 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations.    | Dec-14 |
| 52.232-40 Providing Accelerated Payments to Small Business Subcontractors    | Dec-13 |

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)

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)

852.211-73 Brand name or equal.

BRAND NAME OR EQUAL (JAN 2008)

(Note: As used in this clause, the term "brand name" includes identification of products by make and model.)

- ( a) If items called for by this invitation for bids have been identified in the schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products (including products of the brand name manufacturer other than the one described by brand name) will be considered for award if such products are clearly identified in the bids and are determined by the Government to meet fully the salient characteristics requirements listed in the invitation.
- (b) Unless the bidder clearly indicates in the bid that the bidder is offering an "equal" product, the bid shall be considered as offering a brand name product referenced in the invitation for bids.
- (c)(1) If the bidder proposes to furnish an "equal" product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the invitation for bids, or such product shall be otherwise clearly identified in the bid. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the Government and will be based on information furnished by the bidder or identified in his/her bid as well as other information reasonably available to the purchasing activity. CAUTION TO BIDDERS. The purchasing activity is not responsible for locating or securing any information that is not identified in the bid and reasonably available to the purchasing activity. Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his/her bid all descriptive material (such as cuts, illustrations, drawings or other information) necessary for the purchasing activity to:
- (i) Determine whether the product offered meets the salient characteristics requirement of the Invitation for Bids, and
  - (ii) Establish exactly what the bidder proposes to furnish and what the Government would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the purchasing activity.



(2) If the bidder proposes to modify a product so as to make it conform to the requirements of the Invitation for Bids, he/she shall:

- (i) Include in his/her bid a clear description of such proposed modifications, and
- (ii) Clearly mark any descriptive material to show the proposed modifications.

(3) Modifications proposed after bid opening to make a product conform to a brand name product referenced in the Invitation for Bids will not be considered.

(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.]

☒ (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](#)).

☐ (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.)

☒ (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).

☒ (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](#)).

☐ (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](#).

☒ (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](#).

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

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

☐ (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\(a\)\(14\)](#)).

☐ (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\(c\)\(3\)\(A\)\(ii\)](#)). (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](#)).

\_\_\_ (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 1 – Site Plan  
P01 PWS Attachment 2 – CEP Floor Plan  
P01 PWS Attachment 3 – CEP Elevations  
P01 PWS Attachment 4 – Inpatient Floor Plans  
P01 PWS Attachment 5 – Inpatient Elevations  
S02 RFP Attachment A Past Performance Questionnaire  
S02 RFP Attachment B Questions Request Form

## **E. INSTRUCTIONS TO OFFERORS AND EVALUATION CRITERIA**

### **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 added 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-13 |
| 52.204-16 Commercial and Government Entity Code Reporting. | Jul-15 |
| 52.211-6 Brand Name or Equal.                              | Aug-89 |

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)

852.233-71 Alternate protest procedure.

#### 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 PWS, 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-0834, 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 20, 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](https://www.fedbizopps.gov) 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<br>Electronic copies: 1 copy |
| 2             | Pricing Information<br>- includes Price Schedule | N/A           | Hard copies: Original and 1 copy<br>Electronic copies: 1 copy |
| 3             | Technical/Past Performance                       | 100           | Hard copies: Original and 1 copy<br>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)
  - Salient Characteristics
  - Technical/Mangement Approach
  - Schedule
  - Past Performance of the Prime

**(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          | Salient Characteristics       | 1 <sup>st</sup> Level, Most Important   |
| Factor 2          | Technical/Management Approach | 2 <sup>nd</sup> Level, Slightly less important than 1 <sup>st</sup> Level                               |
| Factor 3          | Schedule                      | 2 <sup>nd</sup> Level, Slightly less important than 1 <sup>st</sup> Level                               |
| Factor 4          | Past Performance of the Prime | 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. The SSEB shall use the order of importance definitions and technical merit ratings described earlier in this section of the solicitation to perform their technical evaluation. 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 - Salient Characteristics

- 6.1.1 Evaluation Criterion: The quoter shall provide a narrative showing a crosswalk from the required salient characteristics per PWS to the offered products. The quoter shall provide product samples for offered products of all types of shade cloth materials and finish options, fascia finish options, closure plate finish options, all closure mount finish options, bracket construction and drive chain), product specifications, brochures, and other relevant material to ensure that the offeror's proposed solution meets or exceeds all the salient characteristics specified in the solicitation.
- 6.1.2 Evaluation Method: This factor will be evaluated for the ability to meet or exceed the required salient characteristics.

### 6.2 FACTOR 2 – Technical Approach/Management Approach

- 6.2.1 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:
- 6.2.1.1 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.
  - 6.2.1.2 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)
  - 6.2.1.3 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
- 6.2.2 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.

### 6.3 FACTOR 2 – Schedule

- 6.3.1 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 December 15, 2015.
- 6.3.2 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.

### 6.4 FACTOR 3 - Past Performance of the Prime

- 6.4.1 Evaluation Criterion:
- 6.4.1.1 In accordance with FAR 42.1503(g), past performance will be evaluated using the Past Performance Information Retrieval System (PPIRS).
  - 6.4.1.2 If relevant past performance history is available for your DUNs number, provide a list of comparable contract numbers listed in PPIRS
  - 6.4.1.3 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.
  - 6.4.1.4 A lack of past performance information will result in a neutral rating during evaluations.
  - 6.4.1.2 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.
  - 6.4.1.3 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.

6.4.2 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.

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)**