

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.	PAGE 1 OF 36
2. CONTRACT NO. TO BE DETERMINED	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER VA262-16-Q-0856	6. SOLICITATION ISSUE DATE 06-02-2016	
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Stephen Y. Kwak	b. TELEPHONE NO. (No Collect Calls) 562-766-2317	8. OFFER DUE DATE/LOCAL TIME 06-30-2016 4:00PM PST		
9. ISSUED BY Department of Veterans Affairs Network Contracting Office 22 4811 Airport Plaza Drive Suite 600 Long Beach CA 90815	CODE 00262	10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 531390 SIZE STANDARD: \$7.5 Million	13b. RATING N/A		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		
15. DELIVER TO Department of Veterans Affairs 4811 Airport Plaza Drive Suite 600 Long Beach CA 90815	CODE	16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 22 4811 Airport Plaza Drive Suite 600 Long Beach CA 90815	CODE 00262		
17a. CONTRACTOR/OFFEROR CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center Contractor shall submit invoices to: Tungsten Network http://www.tungsten-network.com	CODE		
TELEPHONE NO.	DUNS:	DUNS+4:	PHONE:	FAX:	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES See CONTINUATION Page	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

**Real Estate, Environmental, Historic Preservation, and Legal Support
VA Greater Los Angeles Healthcare System, West LA Campus**

- VA Solicitation #: VA262-16-Q-0856
- Quotes shall be submitted in accordance with Section E.1 Addendum to FAR Provision 52.212-1 by **June 30, 2016, 4:00pm PST.**
- Evaluation Criteria are noted in Section E.2 FAR Provision 52.212-2.
- All questions must be in writing and sent to Stephen Kwak at Stephen.kwak@va.gov by **June 14, 2016 at 4:30pm PST.**

(Use Reverse and/or Attach Additional Sheets as Necessary)			
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page	26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Alan Trinh Contracting Officer	31c. DATE SIGNED

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

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

- a. CONTRACTOR:
- b. GOVERNMENT: Contracting Officer 36C262: Alan Trinh
 Department of Veterans Affairs
 Network Contracting Office 22
 4811 Airport Plaza Drive
 Suite 600
 Long Beach CA 90815

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

- 52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or
- 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly
- b. Semi-Annually
- c. Other Monthly

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

Department of Veterans Affairs
 Financial Services Center
 Contractor shall submit invoices to:
 Tungsten Network
<http://www.tungsten-network.com>

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

AMENDMENT NO	DATE

B.2 DESCRIPTION OF AGREEMENT

The Department of Veterans Affairs is soliciting quotes to establish a single award, firm-fixed-price (FFP) Blanket Purchase Agreement (BPA) against current Federal Supply Schedule (FSS) Contracts to provide Real Estate, Environmental, Historic Preservation, and Legal Support at the West Los Angeles campus, VA Greater Los Angeles Healthcare System (VAGLAHS).

It is the Government's intention to award a single firm-fixed price BPA for a base year plus four (4) – one year options at the Government's discretion to exercise. This RFQ, and any subsequent award, will be subject to the terms and conditions of the contractor's FSS schedule.

B.3 AUTHORIZED LIMITS

The Government estimates, but does not guarantee that individual BPA Orders placed against this Agreement may reach \$3,000,000.00/per Order. The total value of the BPA is not expected to exceed \$15,000,000.00. Requirements are not fully understood at this time and it is possible the total amount of work to be awarded under this BPA could be more or less than \$15,000,000.00. Authorization for individual Task Orders above the stated Task Order must be coordinated through the Contracting Officer before larger valued orders can be issued and prior to commencement of work. All unauthorized work, regardless of amount, will be processed through the ratification process.

B.4 SUBCONTRACTING COMMITMENTS--MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the subcontracting commitments.

B.5 FSS-BPA TERMS AND CONDITIONS

Orders placed under this BPA are subject to the terms included in this BPA, as well as the General Services Administration (GSA) Federal Supply Schedule contract of the awardee under which this BPA is awarded, which are incorporated by reference herein.

B.6 OBLIGATION OF FUNDS

This BPA does not obligate any funds. The Government is obligated only to the extent of authorized orders actually issued under the BPA by the Contracting Officer.

B.7 AUTHORIZED REPRESENTATIVES

The primary Contracting Officer (CO) for this Agreement is:

Alan Trinh
Contracting Officer

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

The Primary Contracting Officer's Representative (COR) for projects under this Agreement is:

- COR information will be provided after award of BPA.

The Secondary Contracting Officer's Representative (COR) for projects under this Agreement is:

Primary Contracting Officer's Representative (COR) for projects under this Agreement is:

- COR information will be provided after award of BPA.

The Primary and/or Secondary COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will interpret specifications or technical portions of the work. The COR is not authorized to perform, formally or informally, any of the following actions:

- (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- (2) Waive or agree to modification of the delivery schedule;
- (3) Make any final decision on any contract matter subject to the Disputes Clause;
- (4) Terminate, for any reason, the contractor's right to proceed;
- (5) Obligate in any way, the payment of money by the Government. Only a warranted Contracting Officer is authorized to obligate funds on this or any other contract action.

The contractor shall immediately notify the Contracting Officer in writing if the COR has taken an action (or fails to take action) or issues directions (written or oral) that the contractor considers to exceed the above limitations.

The contractor shall provide the Contracting Officer information copies of all correspondence to the COR.

B.8 AUTHORIZED INDIVIDUALS

Individuals Authorized to Place Orders:

DVA authorizes the following entities to place orders:

Alan Trinh, Contracting Officer, NCO 22

B.9 CONTRACTOR EMPLOYEE IDENTIFICATION

All contractor personnel will be required to wear company identification badges in order to distinguish themselves from Government (organic) employees. When conversing with Government personnel during business meetings and over the telephone, contractor personnel shall identify themselves as such to avoid situations arising where sensitive topics might be better discussed solely between Government employees. Where practicable, contractor personnel occupying collocated space with their Government program customer should identify their workspace area with their name and company affiliation.

B.10 OPTION TO EXTEND THE TERM OF THE BPA

a. The Government may extend the term of this BPA by written notice to the Contractor at any time prior to the expiration of the BPA, provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the BPA expires. The preliminary notice does not commit the Government to an extension.

b. If the Government exercises this option, the extended BPA shall be considered to include this option provision.

c. The total duration of this BPA, including the exercise of any options under this clause, shall not exceed the performance period of the governing GSA FSS Contract.

B.11 ORDER FORMAT

Orders will be placed against this BPA via e-mail, Electronic Data Interchange (EDI), FAX, or in hardcopy format. Each individual BPA Task Order will describe the tasks, services and deliverables required.

B.12 FEDERAL HOLIDAYS

Unless specifically authorized in writing by the Contracting Officer, no services will be provided and no charges will be incurred and/or billed to any order on this contract on any of the Federal Holidays listed below.

- | | |
|------------------------|------------------|
| New Years Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| Presidents' Day | Veterans' Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |

B.13 INVOICES

Contractor shall list in the space below the name(s) and Address(es) of customer service department with whom the Government facilities shall place orders:

Company Name:
Address:
Phone No:
Fax No:
Contact Name:
Email:

The Contractor shall submit in arrears a properly completed itemized invoice in accordance with FAR clauses 52.212-4(g) Contract Terms and Conditions – Commercial Items via Tungsten Network, <http://www.tungsten-network.com/US/>.

Invoices submitted for payment shall be reviewed for accuracy and shall be subject to approval by the Government prior to issuance of payment.

The invoice MUST be itemized to include the following information.

1. Facility name and address where service was provided
2. Contract number
3. Purchase order
4. Obligation number
5. Date and quantity of service(s)

No advance payments shall be authorized. Payment shall be made on a monthly basis for services provided during the previous month in arrears in accordance with FAR 52.212-4, para. (i) Upon submission of a properly prepared invoice for prices stipulated in this BPA for services delivered and accepted in accordance with the terms and conditions of the BPA, less any deductions stipulated in this BPA.

Payment of invoices may be delayed if the appropriate invoices as specified in the BPA are not completed and submitted as required.

B.14 PRICE/COST SCHEDULE

The contractor shall charge hourly rates for the services provided pursuant to Orders placed under this BPA that do not exceed the hourly rates specified for each of the labor categories shown in the Pricing Sheet (Attachment D of the BPA), which is incorporated herein by reference. If at any time after the award of this BPA the contractor's quoted hourly rates for services on its FSS contract are lower than the rates shown in the Pricing Sheet, those lower rates shall apply for all Orders placed under this BPA effective the date those lower rates went into effect for the FSS contract.

B.15 STATEMENT OF WORK

A. BACKGROUND

Purpose: Under this solicitation, the U.S. Department of Veterans Affairs (VA) is seeking a contractor to assist the VA with the finalization and implementation of the Department's framework Draft Master Plan (DMP) for the 388-acre West Los Angeles (WLA) Campus, located at 11301 Wilshire Boulevard, Los Angeles, California. The intent of this solicitation is for the VA to competitively select a contractor to provide real estate development, environmental and historic preservation support, and legal services and support to the VA along with coordination, communication, and project management services to ensure the master planning process and implementation of a Final Master Plan is successfully accomplished in an organized, timely, and cost-effective manner.

The WLA Campus is the largest medical center campus within the VA system. The campus provides a full continuum of medical services to eligible Veterans and others through the use of its state-of-the-art hospital and through outpatient care, rehabilitation, residential care, and long-term care services. The campus also serves as a center for medical research and education. The WLA campus exists in a combined natural and built environment which provides opportunities and constraints to its further development. The site's natural features (topography, plant materials, and microclimate) and built features (historic districts, historic buildings and landscapes, and existing roads) will all influence the design decisions made relative to the ongoing master planning process. A key focus for this process will be to enable the campus to effectively function as a vibrant and welcoming environment of a 21st century healthcare facility and community for Veterans and their families, and to assist the VA in ending Veteran homelessness in the Greater Los Angeles area. The vision for the campus includes the efficient and dedicated functionality in which the Veterans visiting the campus will be able to experience a "gold standard" of care, support, services, convenience, and customer service, particularly from the VA's health, benefits, and cemetery administration.

On January 28, 2016, the Secretary of the VA, Robert A. McDonald, publicly announced the framework of the Draft Master Plan (DMP) for the WLA Campus. The DMP in its entirety, along with an Executive Summary and PowerPoint presentation, are located through the following link:

http://www.losangeles.va.gov/LOSANGELES/features/VAGLAHS_Announces_Draft_Master_Plan.asp

The VA's plans for the Campus include the development of 1,200 units consisting of permanent and supportive housing as well as time-limited "bridge" and transitional housing; short-term treatment services; and state-of-the-art primary care, mental health, and addiction services to Veteran—particularly chronically homeless, severely disabled, women, and aging Veterans. The housing will be structured based on the latest homelessness prevention and urban planning sciences, consistent with best practices and evidence-based approaches under the Housing First model. VA's objective under this model is for Veterans to have an attractive choice to decide whether to pursue housing on or off the WLA Campus, while noting permanent housing on the campus is intended for the most needy, most vulnerable Veterans.

The housing will be carefully planned to help ensure a safe, dignified community environment which will function effectively in its own right, and in coordination with the other care and services provided on the campus, in the Greater Los Angeles area, and the surrounding community. The VA is working with Congress and the Obama Administration in anticipation that key legislation to help VA transform the WLA Campus, namely the "Los Angeles Homeless Veterans Leasing Act of 2015" (i.e., S. 2013 and HR 3484), will be enacted. If and when enacted, that legislation will authorize the VA to provide Veteran focused supportive housing and services on the Campus. The supportive services will include activities involving the promotion of health and wellness, including nutrition and spiritual wellness; education; vocational training, skills building, or other training related to employment; peer activities, socialization, or physical recreation; assistance with legal issues and Federal benefits; volunteerism; family support services, including child care; and transportation.

The VA's goal is to utilize the Campus in a more Veteran-centric manner going forward by providing the optimal types, location, mix, and densities of bridge and permanent supportive housing, and supportive services including: mental health, addictions, employment, and social supports. This will ensure the VA becomes a positive cornerstone and source of pride and inclusion for Veterans and their families of the Greater Los Angeles area. It will also help the VA to function successfully when taking into account the multitude of sophisticated authorities, programs, and services contained in pertinent Federal laws and regulations, including but not limited to, those contained in Title 38 of the United States Code; Title 38 of the United States Code of Federal Regulations; and the "Veterans Choice, Access, and Accountability Act" of 2014, contained in PL 113-146.

B. GENERAL VA-RELATED PERTINENT BACKGROUND DOCUMENTS AND INFORMATION:

The contractor shall perform the necessary due diligence to become familiar with the current layout, configuration, programs, operations, and services provided at the Campus. The contractor's team shall possess significant levels of expertise, proficiency, personnel, resources, knowledge, and experience in the following areas: large-scale master planning; experience with mental health and addiction services; the pertinent laws, regulations, programs, mission, operations, and services of VA (including those programs having a housing-related component as discussed more fully below); applicable Federal, State, and local environmental and historic preservation laws and regulations; police and law enforcement issues and strategies; traffic planning and impact mitigation measures, utility, and landscaping issues necessary to successfully perform the work under this BPA.

As part of the services and support to be provided to the VA, the contractor will need to be exceptionally familiar with, and have a keen working understanding of the *Key Documents* referenced in sections a-c below as well as the *Programs, Authorities, and Concepts* contained in paragraphs 1 through 21:

Key Documents

- a. The “Principles for a Partnership and Framework for Settlement By and Between the United States Department of Veterans Affairs and Representatives of the Plaintiffs -- Valentini v. McDonald,” dated January 28, 2015 (Please refer to Attachment A);
- b. VA’s Draft Master Plan publicly released on 1/28/2016 which is available at the following website:
http://www.losangeles.va.gov/LOSANGELES/features/VAGLAHS_Announces_Draft_Master_Plan.asp
- c. The March 5, 1888 deed, whereby the United States received title to the property now comprising the Campus (Please refer to Attachment B).
- d. Los Angeles Homeless Veterans Leasing Act of 2015 (Please refer to Attachment C)

The Contractor will also need to be exceptionally familiar with the following VA programs and concepts relating to Veterans and Veteran homelessness:

Key Programs, Authorities, and Concepts

1. **Permanent Supportive Housing:** is attractive, safe, and affordable housing that provides tenants with the rights of tenancy and links to voluntary and flexible support and services for people with disabilities who are experiencing or who have experienced homelessness. Permanent supportive housing is a proven, effective means of reintegrating chronically homeless and other highly vulnerable homeless families and individuals with psychiatric disabilities or chronic health challenges into the community by addressing their basic needs for housing and providing ongoing support in that housing.
2. **Housing First:** is a supportive housing model that prioritizes permanent supportive housing as the primary service to end homelessness. This approach provides individuals who are experiencing homelessness—particularly those who have been homeless for prolonged periods and have disabling conditions, such as schizophrenia, bipolar disorder, recurrent major depression, post-traumatic stress disorder (PTSD), and addictive disorders with permanent housing as quickly as possible, and provide them with supportive services as needed. The Housing First approach provides housing without prerequisites for abstinence, psychiatric stability, or completion of treatment programs.
3. **Enhanced-Use Lease Authority:** 38 U.S.C. §§ 8161-8169 authorizes the VA to lease VA property to a selected developer/lessee for up to seventy-five (75) years to develop and operate a “supportive housing” facility as defined in 38 U.S.C. § 8161(3) (Note: VA is currently prohibited from doing Enhanced-Use Leases at the Campus due to Section 224 of PL 110-161). Accordingly, the contractor will need to stay apprised of any legislative changes that occur to that PL during their performance under the BPA, and will need to include suggestions for using this authority if VA were to obtain legislative authority to use this program on the Campus.
4. **Enhanced-Sharing Authority:** 38 U.S.C. §§ 8151-8153 in part authorizes VA to grant “sharing agreements” allowing VA sharing partners to use Veterans Health Administration (VHA) “health care resources,” to include land, for purposes permitted by the statute (i.e. housing related to or necessary for health care) in return for monetary and/or in-kind consideration. This authority is unique to VA, and a land use Enhanced Sharing Agreement is akin to a revocable license. Therefore, the Sharing Agreement does not convey a recordable land interest to the VA sharing partner. Such transactions are generally more difficult to finance than Enhanced-Use Leases which do convey a recordable land interest to the Enhanced-Use Lessee.

5. **Housing and Urban Development (HUD) - VA Supported Housing Program (HUD-VASH):** HUD-VASH is a joint program between VA and HUD as described at 38 U.S.C. § 2003(b) and 42 U.S.C. § 1427f (o). The HUD-VASH program combines Housing Choice Voucher (HCV) rental assistance for homeless Veterans with case management and clinical services provided by VA.
6. **Domiciliary Care for Homeless Veterans (DCHV) Program:** VA has authority to provide domiciliary care under 38 U.S.C. § 1710(b) and 38 C.F.R. §§ 17.30(b), 17.43, 17.46(b) and 17.47(b)(2). Domiciliaries provide shelter, food, and necessary medical care on an ambulatory self-care basis to restore patients to their highest level of functioning. Veterans served under this program are not in need of hospitalization or nursing care services. Additionally, 38 U.S.C. § 2043 provides VA with specific authority for the DCHV Program. DCHV provides time-limited residential treatment to homeless Veterans with significant health care and social-vocational deficits.
7. **Compensated Work Therapy (CWT) and Compensated Work Therapy/Transitional Residence (CWT/TR):** CWT/TR programs are designed for Veterans whose rehabilitative focus is transitioning to successful independent community living. Please see 38 U.S.C. §§ 2031(a)(3), 2032, and 2042. Disadvantaged, at-risk, and homeless Veterans live in CWT/TR community-based supervised group homes while working for pay in VA's CWT Program.
8. **Homeless Grant & Per Diem Program (a/k/a Transitional Housing):** VA uses this program to assist public or non-profit private organizations in establishing and operating transitional programs for homeless Veterans by awarding capital grants and operational funding (per diem) to such organizations (38 U.S.C. §§ 2011, 2012, 2061 and 38 C.F.R. Part 61). Under the Capital Grant component, VA may fund up to sixty-five (65) percent of the construction, acquisition, or renovation of facilities or purchase vans to provide outreach and services to homeless Veterans.
9. **Health Care for Homeless Veterans (HCHV):** HCHV performs outreach through the utilization of VA social workers and other mental health clinicians to identify homeless Veterans with serious mental illnesses and assist them in accessing appropriate healthcare and benefits. Please see 38 U.S.C. § 2031(a)(1)-(2). In addition to its initial core mission, HCHV also functions as a mechanism to contract with providers for community-based residential treatment for homeless Veterans.
10. **Supportive Services for Veteran Families Program (SSVF):** 38 U.S.C. § 2044 authorizes VA to provide financial assistance for supportive housing for very low-income Veteran families in permanent housing. VA provides supportive service grants to non-profit organizations and consumer cooperatives which provide supportive services to very low-income Veteran families residing or scheduled to receive permanent housing.
11. **Agreements with Nonprofits:** 38 U.S.C. § 2041 authorizes VA to enter into agreements with nonprofit organizations or state (local) governments, to sell, lease, or donate property to be used to shelter homeless Veterans and their families.
12. **Specialized residential care and rehabilitation services:** 38 USC 1720(g) authorizes VA to contract with appropriate entities to provide specialized residential care and rehabilitation services to a Veteran of Operation Enduring Freedom or Operation Iraqi Freedom who VA determines, suffers from a traumatic brain injury, has an accumulation of deficits in activities of daily living and instrumental activities of daily living, and because of these deficits, would otherwise require admission to a nursing home even though such care would generally exceed the Veteran's nursing needs.

13. **VA's Grant and Per Diem Program for State Home Domiciliaries:** State home domiciliaries are owned and operated by states. Per 38 U.S.C. §§ 8131-8137 and 38 C.F.R. Part 59, VA may pay up to sixty-five (65) percent of the cost of construction or acquisition of state homes or for renovations to existing state homes. Per 38 U.S.C. §§ 1741-1745, VA may also provide per diem payments to states for the domiciliary care in state homes of Veterans who meet the eligibility criteria for domiciliary care in a VA domiciliary.
14. **Housing Assistance:** VA guarantees loans made to Veterans by private lenders for inter alia, the purchase of a dwelling to be owned and occupied by the Veteran as the Veteran's home. Please see 38 U.S.C. § 3710(a)(1). Any loan to an eligible Veteran made in compliance with the purposes and requirement set forth in Chapter 37 of Title 38, U.S.C. "is automatically guaranteed by the United States..." 38 U.S.C. § 3703(a)(1).
15. **Specially Adapted Housing:** VA may provide Specially Adapted Housing (SAH) assistance to an eligible disabled Veteran for the purpose of acquiring an adapted home or for modifying an existing home that meets the Veteran's needs 38 U.S.C. § 2101. To be eligible for assistance, a Veteran must meet the medical eligibility requirements and the suitability and feasibility requirements prescribed by statute and regulation 38 U.S.C. § 2101 and 38 C.F.R. § 36.4404.
16. **VA's Strategic Capital Investment Planning (SCIP) Process:** VA's SCIP process involves a systematic evaluation of all proposed VA capital investments nationwide. It is based on how well they address identified performance gaps (i.e. safety, security, workload-driven capacity shortage, right-sizing, and access for Veterans—including providing housing for homeless Veterans). Paragraph nine (9) of the Principles Agreement (contained in Attachment A below) requires VA to include the objective and goals of the Principles Document and the New Master Plan in VA's annual Strategic Capital Investment Plan (SCIP) ten (10) year planning process.
17. **Bridge Housing:** Bridge housing is time-limited, low-barrier housing that is utilized to rapidly move Veterans from streets into a safe environment where the primary focus is on expediting the connection to long-term permanent supportive housing and the services to maintain housing.
18. **Authorities for VA Contributions Towards Traffic Controls and Roadway Improvements:** Subject to the availability of VA funding please note that: (a) under 38 U.S.C. § 8108, VA can make monetary contributions to local authorities to help cover their costs to construct traffic controls and roadway improvements for safe ingress and egress to VA medical facilities; and (b) under 38 U.S.C. § 2404(f)(2), VA can make monetary contributions to local authorities to help cover their costs to construct traffic controls and roadway improvements for safe ingress and egress to VA cemetery facilities.
19. **Appendix B of the Office of Management & Budget's Circular A-11:** Regarding the budgetary treatment of lease-purchases and leases of capital assets.
20. **The proposed Federal legislation titled, "The Los Angeles Homeless Veterans Leasing Act of 2015" (S. 2013 and HR 3484)**
21. **The State of California "Proposition 41" Veterans Housing and Homelessness Prevention (VHHP) Program:** Information regarding Proposition 41 is available at the two websites posted immediately below.

<http://www.hcd.ca.gov/fa/vets/>

<https://www.calvet.ca.gov/Pages/Proposition-41-Notice-of-Funding-Availability-Released.aspx>

Please Note: For general information purposes only. This does not constitute a VA endorsement of the VHHP Program or Proposition 41 funding.

C. DESCRIPTION OF SUPPORT REQUIRED:

The contractor will be expected to provide the following support, services, and expertise to the VA:

- Comprehensive project management services in the areas of real estate management; environmental and historic preservation (including, but not limited to: the National Environmental Policy Act, the Comprehensive Response, Compensation, and Liability Act, National Historic Preservation Act, and any other pertinent Federal, state, and local environmental and historic preservation laws, codes, ordinances, and regulations); legal support; survey and title issues; land valuation appraisals; and the DMP.
- Track, monitor, and implement the tasks and deliverables contemplated in the DMP and any later versions of the document.
- Assist with reviewing and drafting real property related documents, such as term sheets, leases, revocable licenses, easements, and enhanced sharing agreements.
- Coordinate upon VA's request with the VA personnel involved in space planning issues for the WLA campus.
- Provide project management skills to help VA accomplish appropriate Federal and environmental and historic preservation due diligence relating to the campus including the finalization of the DMP, and assist in VA discussions with the state and local historic preservation offices.
- Upon VA's request, perform due diligence and studies relating to traffic, utilities, and landscape.
- Review, track, and draft Veteran focused land use agreements with third party entities to include "supportive housing" Enhanced-Use Leases (per VA's authority at 38 U.S.C. §§ 8161-8169) and 50-year service leases upon enactment of the Los Angeles Homeless Veterans Leasing Act of 2015 (S.2013 and HR 3484).
- Assist the WLA campus with strengthening its existing repository of historical real estate and real property contract files and comply with internal VA reporting requirements.
- Help VA develop and manage a communication plan with the Veteran and local communities and other stakeholders to appropriately message and inform on the progress of the master planning process and other notable activities relating to the campus.
- Coordinate with VA personnel and other VA contractors regularly, and on an as-needed basis upon VA's request.
- Obtain qualified, competent, and suitable subcontractor support and expertise under, and within the scope of this BPA, as needed upon VA's request. Such subcontractor support shall be subject to VA Contracting Officer's written approval. The VA Contracting Officer shall have the discretion to prohibit the involvement of any subcontractor that should be precluded due to an apparent or actual ethical conflict of interest when considering pertinent provisions in the Federal Acquisition Regulation and VA Acquisition Regulations.

- Assist VA with its quality management activities on the WLA campus, such as through tracking and monitoring existing and future third party contracts between VA and third parties, to include, but not limited to those involving construction and renovation activities relating to the master planning process (i.e. the construction of supportive housing or Veteran focused services under leases or other real property arrangements with VA). Quality management shall be to help VA ensure the work being done complies with the underlying contract and any applicable laws, regulations, zoning, and permitting requirements.

D. REQUIRED EXPERIENCE (REAL ESTATE AND LEGAL SUPPORT COMPONENT):

The principals of the contractor team who will provide the real estate management and legal services and support under this BPA shall have demonstrated experience (preferably 10 years of experience) in the areas of real estate and environmental & historic preservation law.

Note regarding the Legal Services and Support component of this BPA: Under 38 U.S.C., VA's Office of General Counsel (OGC) is responsible for providing legal advice and services to the VA Secretary and the managers of all VA organizational components. OGC interprets all laws pertaining to VA and has final legal responsibility for the promulgation of all VA regulations implementing those laws. Thus, OGC shall have sole authority and responsibility for all final decisions regarding all legal matters that arise or relate to any issues under this BPA.

E. REQUIRED EXPERIENCE (ENVIRONMENTAL & HISTORIC PRESERVATION COMPONENT):

There shall be at least one principal on the contractor team who has significant prior experience managing combined NEPA and National Historic Preservation Act (e.g., 106) efforts. Such experience must include having demonstrated the ability of having conducted at least three (3) such combined efforts. This individual must have a minimum of 15 years of experience conducting either NEPA or NHPA efforts for Federal agencies, and must have managed at least five (5) Federal Environmental Impact Statements. The contractor shall also have proficiency and working familiarity with California state and local environmental laws, codes, ordinances, regulations, and requirements, to include, but not limited to the California Environmental Quality Act.

The contractor's team shall include an inter-disciplinary team of professionals that will ensure the integrated use of the natural and social sciences and the environmental design arts in accordance with 40 CFR 1502.6.

The team's disciplines and expertise shall include those appropriate to consider impacts to the urban environment. These include disciplines to evaluate socioeconomic (including environmental justice), traffic, public safety, noise, floodplain, and cultural resources.

There shall be at least one (1) senior professional in each of the various disciplines proposed who has required certifications in their field (preferably 10 years of experience).

F. HISTORIC PRESERVATION SUPPORT:

The contractor will assist VA with fulfilling NHPA and related preservation compliance. Work may include guidance and/or assistance with: providing draft and final consultation materials; identifying appropriate consulting parties; providing advice on working with State Historic Preservation Office (SHPO), Advisory Council on Historic Preservation (ACHP), and other parties; identifying historic properties; developing of resolution agreements; and implementing stipulations. Support will be provided directly to the VA offices identified by the COR.

G. PRESERVATION TASKS/DELIVERABLES:

The contractor shall perform the following preservation tasks:

Planning

1. Based on documented analysis of pros and cons, recommend an approach to VA for integration of NEPA and NHPA (coordination vs. substitution).
2. Review and analyze historic property, archeological and cultural resources data from VA, SHPO, the city, and other sources, to identify any gaps in existing information.
3. Evaluate and recommend to VA the area(s) of potential effects.
4. Identify historic properties, including archeological resources, within the area of potential effect(s) (APE(s))—much of the WLA Campus is a National Register of Historic Places listed historic district.
5. Evaluate and recommend to VA likely effects to historic properties (and whether adverse) for master plan alternatives.
6. Identify parties, including appropriate tribes¹, local governments, adjacent property owners, Veterans service organizations, historic preservation organizations, and others for VA to invite into consultation.
7. Assist VA and SHPO with determining which consulting parties should be signatories to any resulting mitigation agreement.
8. Conduct and update other reports and analysis upon VA's request.
9. Develop a plan for public participation.

Consultation

1. Develop materials to seek public comments.
2. Draft VA responses to external comments.
3. Develop materials to communicate with community, consulting parties, and others including materials that may be needed in a different language, Braille, or voice communicated.
4. Coordinate (including all site reservations and set-up) outreach and consultation meetings/events and publicize via newspaper, flyers, radio ads, and websites as directed by VA.
5. Provide architectural-related planning services for property reuse (historic structures reports, facility preservation plans, conditions assessments, alternatives analyses).
6. Develop and coordinate all consultation and mitigation documents (if required), including meeting minutes and records for the official file.
7. Prepare schedule and cost estimates for any proposed mitigation.
8. Draft a Native American Graves Protection and Repatriation Act (NAGPRA) plan of action that incorporates input from tribes.

¹ The consultant shall NOT contact or engage any Federally-recognized tribes without prior written authorization from the authorized VA Contracting Officer.

9. Document up to making recommendations, and provide guidance to VA on appropriate steps and responses to input from consulting parties.

Implementation

1. Assist VA in developing and implementing mitigation measures.
2. Coordinate all document signing.
3. Ensure that final mitigation documents are filed with ACHP and others as required.
4. Draft for VA use, scopes of work/contract language reflecting any agreed upon mitigation.

H. PRESERVATION SCHEDULE REQUIREMENTS:

1. VA anticipates work required under this BPA will be completed within five years after BPA award.
2. A kick-off meeting will take place within 15 days after the BPA award.
3. Letters, with required supporting documentation, to initiate Section 106 consultation will be provided to VA within 30 days after the kick-off meeting.
4. An initial consultation meeting with the SHPO and other consulting parties will be scheduled as soon as possible, but not more than 60 days after BPA award.

I. PRESERVATION QUALIFICATIONS:

The contractor shall assemble a qualified team to respond quickly and effectively to advise and/or assist VA on preservation-related needs. All preservation team members must meet the minimum Secretary of Interior's Professional Qualification Standards (36 CFR Part 61) in history, architectural history, archeology, or historic architecture.

The team must have demonstrated success in assisting agencies achieve NHPA and NAGRPA compliance, including work related to facility planning and management (preferably 10 years of experience) assisting Federal agencies through Section 106 consultation as well as expertise in dispute resolution on historic preservation projects.

The team shall demonstrate knowledge of architectural history, archaeology, and landscape architecture, especially American institutional history and landscapes, and include personnel who are knowledgeable about Veterans Affairs Medical Center (VAMC) operations and mission requirements as they relate to historic preservation and cultural resource management.

J. KEY HISTORIC PRESERVATION TEAM MEMBERS (HPTM):

The contractor shall demonstrate the relevant experience of the key HPTM and identify one individual as the historic preservation team leader.

Each key HPTM shall have worked on at least 5 projects of similar scope and complexity within the past 10 years. The HPTM lead must have at least 15 years' experience years of experience working on complex, multi-agency historic preservation projects in urban areas.

Criteria governing preservation services include:

National Historic Preservation Act
Protection of Historic Properties, 36 CFR 800

Archeological Resources Protection Act
Protection of Archeological Resources, 43 CFR 7

Native American Graves Protection and Repatriation Act
Native American Graves Protection and Repatriation, 43 CFR 10

Cultural Resource Management, VA Directive and Handbook 7545

Except and to the extent that VA's Contracting Officer, after consultation with the Veterans Integrated Service Network (VISN) 22 Network Director, and VA's National Homelessness Expert, advise the Contractor in writing, the Contractor shall submit all materials in a format compatible with MS Word; any tabular, statistical, or charted materials in a format compatible with MS Excel; and for a page layout package in a format compatible with MS Publisher or Adobe InDesign to complete presentation materials.

The contractor's work under the BPA shall be considered strictly confidential and pre-decisional work product. The contractor shall not release any material or information relating to this BPA (including any drafts or final versions of the new Master Plan) to any third parties unless the Contracting Officer provides prior written approval to do so. Members of the contractor's team shall sign non-disclosure agreements with VA.

K. REPORTS AND MEETINGS WITH VA AND THIRD PARTIES:

1. During the period of performance of the BPA, the contractor shall meet with VA in person (or via tele-net) as necessary.
 - a. Unless VA requires otherwise, the contractor shall meet with VA personnel a minimum of twice a month, to review project goals and objectives, review milestones, and update a project management report.
 - b. The contractor shall also provide VA with weekly progress reports which shall identify the contractor's accomplishments of the prior week, the contractor's goals and anticipated accomplishments for the next week, and any problems experienced or anticipated relative to the BPA.
 - c. The contractor shall remit the status reports to those individuals as the VA Contracting Officer shall designate.
2. During the period of performance of the BPA, the contractor shall be prepared to conduct dialogue frequently, and not less than weekly with pertinent VA personnel.
3. The contractor shall assist pertinent VA personnel as necessary, to prepare meeting, presentation, and briefing materials, to include, but not limited to VA leadership, congressional briefings, and stakeholder and town hall events.
4. The contractor shall at all times during the BPA period, consider and keep all information relating to this BPA and interaction with VA as strictly confidential, and shall not release any information or engage with any third parties unless the VA Contracting Officer instructs otherwise.

L. CONTRACTOR PERSONNEL:

1. VA reserves the right to accept or reject members of the contractor's team for the rendering of services to VA. VA issues regarding performance, conduct, or any other material issue involving contractor personnel will be discussed and handled through discussions between senior members of the contractor, the VA Contracting Officer Representative (COR), VA's Veterans Integrated Service Network (VISN) 22 Director, the WLA Medical Center Director, VA OGC Appointees, and VA Contracting Officer. In that regard, please note Section N which describes the specific

role and authority of the VA Contracting Officer regarding administration of this solicitation and subsequent BPA.

2. The contractor shall not change personnel during the performance of the BPA without at least ten (10) days prior written notification and an in person discussion between the contractor and the COR, VA's VISN 22 Director, the WLA Medical Center Director, VA's OGC Appointees, VA Contracting Officer, and final written approval from VA's Contracting Officer. The government will make exception for emergencies. The contractor shall submit, in writing, to the VA Contracting Officer any changes made to key personnel.

M. POINT OF CONTACT:

The contractor shall provide a point of contact for all BPA/task order administration in the following format:

Name:	
Title:	
Address:	
City, State, Zip:	
Phone No.:	
Fax No.:	
Email:	

N. ROLE OF AUTHORITY OF THE VA CONTRACTING OFFICER:

The contractor is advised that only the VA Contracting Officer has the authority to make changes which affect the terms and conditions of the BPA relating to quality, quantity, price, or delivery.

In the event the contractor follows the advisement of an individual other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment shall be made in the BPA/task order price to cover any increase in costs incurred as a result thereof.

O. KEY BPA DEADLINES AND DELIVERABLES

Following VA's award of the BPA, the BPA period shall run from the date of VA's written award notice for a base year plus four (4) – one year options at the Government's discretion to exercise. During the BPA period, the following deliverables will be required:

- Within forty-five (45) days after BPA award, the contractor shall provide VA with a critical path schedule of planned milestone activities the contractor plans to follow. VA will then endeavor to provide input and feedback to that submission within the subsequent forty-five (45) day period, and tasks orders as assigned.

P. KEY VA PERSONNEL

The VA Contracting Officer for this acquisition is Mr. Alan Trinh. The VA Contracting Officer shall be responsible for administering the contract, and is the only an authorized VA official who can modify the contract or make any other decisions that bind the VA. VA's primary contact points will be provided after BPA award. Additionally, the Contracting Officer shall have discretion to appoint a Contracting Officer Representative (COR) to carry out certain prescribed administrative functions of the Contracting Officer, but such functions shall in no instance include the authority to modify the terms and conditions of the BPA/task order(s) or make any decisions that bind the VA. The contractor will also need to coordinate regularly with the WLA Medical Center Director and her leadership team and other key VA personnel, to include, but not limited to VA Office of Asset Enterprise Management, VA Office of Construction & Facilities Management, VA Historic Preservation Office, VA Office of General Counsel, VA Office of Congressional and Legislative Affairs, and VA Office of Public Affairs.

Q. BADGES AND PARKING:

1. All contractor personnel shall wear Vendor Identification (ID) Badges noting Contractor's Name, Personal Name, and Photo of Contractor personnel.
2. It is the responsibility of the contractor's personnel to park in the appropriate designated parking areas. Parking information is available from the individual VA Healthcare System Police Station. VA shall not validate or make reimbursement for parking violations stemming from the contractor's personnel under any circumstances.

R. FOR WORK RELATING TO THE NATIONAL ENVIRONMENTAL POLICY ACT (NEPA):

1. The contractor will provide the necessary multi-disciplinary personnel, services, equipment, facilities, materials, and otherwise all things necessary for and incident to the performance of the work specified herein pursuant to the NEPA.

The contractor shall assist the VA with finalizing the DMP as announced by VA on January 28, 2016; VA's contemplated adoption of a Final Master Plan (FMP); and VA's implementation of the FMP and its associated projects taking into account the following attributes, components, and considerations:

a. Historical Significance

- The historic setting helps build a character for the North side of the WLA Campus.
- Preserving the site's historic structures and using them as building blocks for a new community and establishing the appropriate scale of new development, enhancing Veteran pride of ownership, anchoring the Campus in its prominent place in VA history, and bridging the needs of Veterans and the community at large.

b. Existing Space/Infrastructure/Buildings

- Mature landscape providing established stable landscape character.
- Topography provides excellent views and a vista from which to view downtown Los Angeles.
- A natural topography that can help define neighborhoods.
- There are a number of active recreation facilities on campus, primed for Veteran use.
- The climate conditions permit for year round use of outdoor space.
- Traffic routes and signage on the campus is to be improved to increase circulation and convenience for Veterans, their families, and VA personnel.

c. Campus Circulation

- Accessible by a number of public transportation routes and approximate to a major downtown with plans to add a Metro stop on the campus.
- The climate conditions permit for year round use of bicycle and pedestrian transportation.

d. Surrounding Neighborhoods and Connectivity

- Urban proximity to neighboring retail, educational opportunities, and work training provide a high-level of opportunities for residents as they bridge and reintegrate into civilian life as well as make the campus a dignified permanent home.

- Neighboring context is walkable - West Los Angeles is both very walkable and bike-able, with efficient transit access. Most errands can be accomplished on foot.

e. Historical Significance

- Campus has a very low building density, some of which can be attributed to historic development patterns. Many of the buildings are currently underutilized or even vacant.
- Cost of restoration/renovation could be more expensive than new construction.

f. Existing Space/Infrastructure/Buildings

- Lack of high-quality and well-designed outdoor spaces.
- Though the campus has an abundance of open space, it has not been designed in a way that is usable as space for relaxation, socializing, or recreation.
- The combination of functions on campus is ambiguous and more reflective of the medical center's history and growth patterns than a cohesive set of program relationships.
- Topography and limited access points isolate the campus from the rest of Los Angeles.

g. Campus Circulation

- On-campus way-finding is complicated by a lack of a clear signage system and well-landscaped gateways.
- Topography of the campus slopes downward from north to south, and at the north end of campus the elevation drops considerably, which needs to be considered for pedestrian circulation as well as bicycle and vehicular circulation.
- A large average "block" size on campus results in an inefficient transportation system for pedestrians, transit users, and vehicle drivers.
- The large amount of paved parking areas contributes to an unpleasant walking experience, a lack of mobility, an emphasis on personal vehicles over other methods of transportation, and isolates parts of campus from one another.
- The considerable distance between buildings contributes to perceptions of poor walkability and concern for personal safety. The need to drive to multiple destinations and the resulting parking requirements results in an atmosphere that does not support a cohesive neighborhood feeling.
- The current scattered and auto-dependent nature of the campus does not support Veteran health, wellness, healing, and recovery.
- Contributing site plans, axis, and building to open space may come in conflict with a plan for high density building to facilitate non-vehicular transportation and neighborhood activities.

2. The contractor shall perform scoping activities as directed by, and in coordination with the Contracting Officer and Technical Lead. Scoping activities will include: identification and documentation of stakeholder issues and concerns regarding the proposed action and its potential impacts; conducting (in coordination with VA) and or providing technical support for public scoping meetings. Support will include activities such as producing scoping summaries and fact sheets; professional-looking meeting display boards summarizing the purpose and need; proposed

action, alternatives and impacts; and providing an accurate written record of all identified scoping comments and meeting proceedings.

3. The contractor shall prepare draft and final versions of an environmental impact statement (EIS) for the proposed project. The contractor shall identify and discuss all viable alternatives to accomplish the proposed action under consideration by VA including the No-Action Alternative. As part of the EIS development, the contractor shall provide mitigation and best management practices recommendations for each alternative analyzed. The EIS shall be a concise, clear, factual, analytical document. The analysis shall be conducted in compliance with the regulations set forth by the Council on Environmental Quality for implementing the provisions of the National Policy Act, Title 40 CFR Parts 1500-1508; VA Implementing Regulations, *Environmental Effects on VA Actions*, Title 38 CFR Part 26; the National Historic Preservation Act (NHPA) requirements for Protection of Historic Properties, Title 36 CFR 800; and current VA guidance for complying with NEPA and NHPA. Impacts shall be described as to the relative degree or severity of effects (both beneficial and adverse) on the human environment (e.g., major/severe, moderate, minor/minimal, or none).

Impacts shall be categorized as direct, indirect, primary, secondary, and cumulative. Issues of little, or no relevance, shall be concisely stated as such; issues that are important or controversial shall be discussed and analyzed up to the level necessary to provide a baseline for impact analysis in the environmental consequences section and cumulative impacts section.

The review, draft, and final submittals shall be professionally edited and all information shall be presented in layman's language with limited technical terminology. Statistical or scientific terminology should not be used without providing explanatory information. A glossary of terms and explanations shall be provided.

4. Based on VA's decision following contractor's recommendation, the contractor may be directed to integrate the NHPA cultural and historic effects analysis, elements, and requirements into the EIS process as is permitted by 36 CFR 800.8(c).
5. The contractor shall identify all required environmental permits or other agreements which would need to be obtained in order to complete the proposed action at the Federal, state and local level. Example environmental permit media to be considered include, but are not limited to: air emissions, wastewater, storm water, underground storage tanks, aboveground storage tanks, coastal zone management, asbestos and/or lead-based paint, hazardous waste, construction, and demolition, historic structures, archeology, endangered species, and wetlands. The contractor shall also identify existing facility environmental permits which would require modification to incorporate the proposed action.
6. The contractor shall prepare a Notice of Intent (NOI) and Notice of Availability (NOA) of the Draft EIS and of the Final EIS for publication in the Federal Register, local and tribal newspapers, newsletters, and/or as public service announcements. All notices and announcements shall be prepared in accordance with current VA guidance and coordinated with local VAMC public relations representative(s) to determine the type of media and number of notices and announcements. The contractor shall provide draft and final versions of these materials to VA for review and approval prior to publication or broadcast. Once approved, the contractor shall publish the notices in VA-approved newspapers for three consecutive days, one of which shall be a Sunday.
7. As directed by VA, the contractor shall conduct and provide support for a minimum of five public meetings/hearings for this EIS effort. The contractor shall prepare public information bulletins or fact sheets for VA to distribute to interested parties, either as requested individually or at the meetings/hearings. The contractor shall prepare draft and final versions of these bulletins/sheets

for VA approval prior to distribution. The contractor shall provide the following support for all public meetings/hearings:

- a. Presenter(s) shall be experienced and well-versed in this type of forum
 - b. Publicizing meetings/hearings in the local and regional newspapers
 - c. Arranging and providing space for meetings
 - d. Arranging and providing appropriate meeting logistics to include:
 - i. Tables
 - ii. Chairs
 - iii. Audio-visual and/or necessary communications or presentation systems
 - iv. Public restrooms
 - e. Producing agendas, scoping summaries, fact sheets, and/or other necessary document.
 - f. Preparing professional looking meeting display boards summarizing:
 - i. Purpose and need
 - ii. Proposed action, alternatives, and impacts
 - g. Presenting a summary of the EIS effort including purpose, need, alternatives, effects/impacts, consultation/coordination with other parties, and conclusions.
 - h. Providing an accurate written record of all identified scoping comments and meeting proceedings, which may require a court stenographer.
8. For comments received during public comment periods, including the scoping timeframe, the contractor shall provide an analysis of the comments received and provide the agencies with recommendations on further action regarding the comments and written responses. These comments/responses shall be incorporated into the Final EIS appendices and published as the Final EIS along with the record of decision (ROD).
 9. The contractor shall prepare and submit to VA a draft and final ROD. The ROD shall address the elements specified in 40 CFR 1505.2 and explain how VA reached its conclusions regarding whether and how to proceed with the proposed action.
 10. The contractor shall assist VA with due diligence as needed in the areas of traffic studies, utilities, landscaping, road improvements, and environmental & historic preservation due diligence.
 11. The contractor shall maintain record/notes of all meetings and conversations with VA regarding the NEPA (e.g., EIS) processes, which demonstrate the agency's decision-making process. The contractor shall maintain the administrative record for this project.

EIS Text Preparation

The general format for the EIS document shall be as follows:

- Executive Summary
- Table of Contents
- Introduction including: background and description of existing conditions
- Purpose and Need
- Affected Environment
- Environmental Consequences of the Alternatives
- Mitigating Measures

- Required Permits
- Conclusions
- List of Preparers
- Agencies Consulted
- References and Other Data Sources
- Appendices (including public comments and VA responses, public meeting transcripts, supplemental studies, etc.)

At a minimum, the EIS shall address the following environmental attribute and impact categories:

- Aesthetics
- Air Quality
- Cultural Resources (including historic properties, sites, and landmarks)
- Geology and Soils
- Hydrology and Water Quality
- Wildlife and Habitat
- Noise
- Land Use
- Floodplains, Wetlands, and Coastal Zone Management
- Socioeconomics
- Community Services
- Solid and Hazardous Materials
- Transportation and Parking
- Utilities
- Environmental Justice
- Cumulative Impacts
- Potential for Generating Substantial Controversy

The text shall be professionally edited for grammar, spelling, and punctuation. The document shall present plain, straightforward, factual discussions of all EIS elements and be understandable in layman's terms.

12. Deliverable Formats

All documents, charts, presentations, reports, figures, tables, maps, and illustrations shall be clearly legible, of high quality, in entirely editable format, and reproducible on standard or color copiers. Hardcopy draft documents shall be single-sided, and the final documents shall be two-sided, single-spaced, on 8.5" by 11" paper in manuscript format. Maps identifying the location of the project shall be included within the document and shall be used along with tables, figures, and illustrations to more efficiently display project-related information. Fold-out pages should be avoided with the exception of the glossary of terms. If these are necessary, they shall be no larger than 11" by 17", have the same design as the 8.5" by 11" pages and will be approved by the VA before document preparation. All pages of the documents shall be appropriately numbered and inserted into a three-ring binder or otherwise bound as determined by VA.

Except and to the extent that the VA Contracting Officer advises otherwise in writing, all submitted documents, charts, presentations, reports, figures, tables, maps, and illustrations shall be delivered in suitable electronic format, including Microsoft Word, Excel, PowerPoint, Adobe InDesign, and JPEG formats. Files must be delivered in hard copy and electronic formats that VA can fully edit, revise, and update at its discretion. Documents intended for wider distribution beyond VA shall also be delivered in Adobe Acrobat PDF format. In all instances, the Contractor shall coordinate closely with VA, to ensure that the Contractor's documents and deliverables are prepared in optimal electronic formats for VA.

13. Key Meetings and Submittals

- a. **Kick-Off Meeting:** Following award of the BPA, key personnel of the contractor team shall participate by teleconference in a kick-off meeting with VA. The purpose of the meeting will be to introduce key VA and the contractor personnel, initiate a project distribution list, and clarify all project-related items or concerns. The key personnel of the contractor shall be required and expected to be able to interface collegially, effectively, and transparently with VA personnel, other VA contractors, and other third parties. VA shall have discretion to request that the contractor remove specific contractor personnel from this BPA, and have the contractor replace them with other qualified and experienced personnel, if the personnel identified for removal fails or cannot comply in that regard.
- b. **Submittal – Draft NOI:** The contractor shall prepare a draft Notice of Intent (NOI) for VA review and approval to publish in the newspapers specified by VA. The contractor shall revise the NOI if necessary and arrange for its publication in the local and regional newspapers approved by VA. The NOI shall be advertised for 3 consecutive days bracketing one weekend. The contractor shall provide (an original) proof of publication from the specified newspapers. A copy of the newspaper is not considered proof of publication.
- c. **Submittal – Internal Review Draft EIS:** The contractor shall prepare an internal review EIS that is clear, sufficiently detailed, and to the point. The contractor is encouraged to forward selected sections of the EIS as it progresses for review and comment by VA if there is potential cause for concern or confusion with respect to method of presentation, data accuracy, or controversy.

VA review of the internal review draft EIS submittal will focus on ensuring that the document meets VA requirements. The contractor may be required to: modify and/or consider new alternatives within the parameters of the proposed action; conduct minor investigations to adequately address issues and/or alternatives overlooked; supplement, improve, or modify previous analyses to consider impact of changes; or make factual corrections. After VA has reviewed and commented on this submission, the contractor shall revise the EIS to reflect these comments and changes.

- d. **Submittal – Public Draft EIS:** Based on the comments on the internal review draft EIS, the contractor shall prepare the Public Draft EIS for distribution to stakeholders. The purpose of the public draft EIS is to facilitate external review and comment by interested parties. Presuming no further comments by VA, it is ready for public release and comment.
- e. **Submittal – Draft NOA:** The contractor shall prepare a draft NOA of the Public Draft EIS for VA review and approval to publish in the newspapers specified by VA. The contractor shall revise the NOA if necessary and arrange for its publication in the local and regional newspapers approved by VA. The NOA shall be advertised for 3 consecutive days bracketing one weekend. The contractor shall provide (an original) proof of publication from the specified newspapers. A copy of the newspaper is not considered proof of publication.
- f. **Submittal – Meeting/Hearing Summaries & Transcripts:** The contractor shall prepare and submit for VA review and approval complete and accurate summaries, including transcripts, of all EIS public scoping and informational meetings, as well as public hearings on the Draft EIS.
- g. **Submittal – Final EIS:** Following the end of the public review and comment period, the contractor shall prepare and submit a Final EIS, which summarizes and addresses all relevant public comments received on the draft EIS, for VA review, approval, and subsequent distribution to interested stakeholders including EPA, other agencies, elected officials, and the general public.

- h. Submittal – Draft NOA: The contractor shall prepare a draft NOA of the Final EIS for VA review and approval to publish in the newspapers specified by VA. The contractor shall revise the NOA if necessary and arrange for its publication in the local and regional newspapers approved by VA. The NOA shall be advertised for 3 consecutive days bracketing one weekend. The contractor shall provide (an original) proof of publication from the specified newspapers. A copy of the newspaper is not considered as proof of publication.
- i. Submittal - Final EIS/ROD: The contractor shall prepare written responses to any public comments received and forward to VA for review and approval. These comments/responses shall be incorporated into the Final EIS as appendices and published as the Final EIS along with the ROD.
- j. Progress Reports Required: The contractor shall submit monthly progress reports of the previous month’s activities to the CO and Technical Lead on or before the 15th of each month. Progress reports may be submitted via e-mail. The contractor will need to complete the paperwork necessary to be given access to the VA internal network for sharing documents. The format of the report is left to the discretion of the contractor. However, each report shall include the following where applicable:
 - i. Phone contact summaries
 - ii. Schedule milestone updates including any anticipated slippage
 - iii. Percent complete for each major task
 - iv. Problems encountered/resolved
 - v. Additional VA input requested/desired and responsible contact individual by name
 - vi. Other points of interest or concern

Potential Offerors should note that subject to VA issuing a BPA, the timeframe for certain key deliverables and milestones will be as follows:

<u>Submission</u>	<u>Delivery</u>	<u>Quantity</u>
Internal Review EIS	[180] days after notice to proceed (NTP)	[10] copies [10] electronic
Final Draft EIS/NOA	[255] days after NTP	[10] copies [50] electronic
Analysis of Public Comment & Proposed Responses	[375] days after NTP	[10] copies [10] electronic
Final EIS/ROD	[450] days after NTP	[10] copies [50] electronic

S. ACCESS TO SENSITIVE INFORMATION:

Consistent with the requirements of 38 U.S.C. § 5725, to the extent that the Contractor gains or receives access to sensitive VA or Veteran-related personal information, the Contractor shall be liable to VA for liquidated damages, in the event of a data breach or privacy incident involving any sensitive personal information that the Contractor or any of its subcontractors processes or maintains under this contract. However, it is the policy of VA to forego collection of liquidated damages in the event the Contractor provides payment of actual damages in the amount determined to be adequate by the agency (VA).

SECTION C - CONTRACT CLAUSES

C.1 FSS RFQ INTRODUCTORY LANGUAGE

The terms and conditions of the contractor's FSS contract (including any contract modifications) apply to all Blanket Purchase Agreements (BPA) and task or delivery orders issued under the contract as a result of this RFQ. When a lower price has been established, or when the delivery terms, FOB terms, or ordering requirements have been modified by the BPA or task/delivery order, those modified terms will apply to all purchases made pursuant to it and take precedence over the FSS contract. Any unique terms and conditions of a BPA or order issued under the contract that are not a part of the applicable FSS contract will govern. In the event of an inconsistency between the terms and conditions of a BPA or task/delivery order and the Contractor's FSS terms, other than those identified above, the terms of the FSS contract will take precedence.

C.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

C.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years, 6 months.

(End of Clause)

C.4 VAAR 852.215-71 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)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Attachment A – Principles Partnership Agreement

Attachment B – March 1988 Deed

Attachment C – Los Angeles Homeless Veterans Leasing Act 2015

Attachment D – Pricing Sheet

FOR INFORMATION
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SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2015)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall

be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>);

(ii) Quick Search (<http://quicksearch.dla.mil/>);

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by?

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *System for Award Management.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS

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

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation

1. QUOTE SUBMISSION REQUIREMENTS:

Contractors should note the following with respect to submitting their quotes to the VA:

1. VA intends to award the single-award BPA with or without discussions.
2. Quotes shall not exceed twenty-five (25) pages in length in Arial 12 point font, exclusive of the resumes of the members comprising the contractor team which can be included as an attachment to the quote. In that regard, contractors should provide VA with ten (10) copies of the quote, in both CD format and in one (1) or more three (3)-ring binders.

Quote Submission Requirements:

Contractor quotes must be submitted to the VA by June 30, 2016 at 4:00pm PST:

Mr. Alan Trinh, Mr. Stephen Kwak
Department of Veterans Affairs
Network Contracting Office 22
4811 Airport Plaza Drive, Suite 600
Long Beach, CA 90815

2. **EVALUATION FACTORS AND CRITERIA** - Offerors should address in detail their capabilities by responding in detail to the requirements discussed in each evaluation factor described in FAR 52.212-2. All factors will be considered based solely on the quote provided, to the extent in which the quote demonstrates a clear understanding of the requirements, and the offeror's ability to meet those requirements.
3. Offerors must provide an organization chart of personnel involved in the performance of this contract. This chart shall clearly show organizational relationships, lines of authority and responsibility, as well as span of control.
4. Offerors must identify each person on their proposed teams and describe their role, and depth and breadth of experience. Also provide resumes for each team member.
5. As part of the offeror's quote submission, offerors should, as part of responding to evaluation Factor 1 contained in Evaluation Factors and Criteria, provide resumes to confirm their legal team members have the requisite level of experience, and provide a Certificate of Good Standing of at least one state bar (Please note: Bar does not have to be from the State of California).
6. Additionally, the offeror must clearly identify and provide the composition, quality, structure, plan, and relevant experience of the offeror's designated team leads, senior personnel, and staff that will work on this contract.
7. Offerors shall identify no more than three (3) current or recently completed (within three years of the date of publication of the solicitation) contracts that are of comparable size and similar in scope (involving the creation of a Master Plan) and dollar value to the BPA being offered herein. Offerors must include a brief summary (2-3 paragraphs) summarizing that project, the offeror's role during the project, and end result. Offerors must include the contract name, dates of performance, point of contact, point of contact's title, telephone number, mailing address, and e-mail address. Contracts

listed may include those entered into with the Federal Government, State or local agencies, or commercial customers.

8. The Offeror shall provide no more than two (2) examples of projects completed by the offeror in the past ten (10) years which involve the financing, construction, operation, and maintenance of permanent supportive or other long-term housing benefiting Veterans or non-Veterans, ideally persons that are severely disabled, women, or aging. For these examples, offerors must provide references from the clients for these projects, including the contact information described in the paragraph above.
9. Offerors must provide a description of any legal proceedings against the offeror by a Federal or state regulatory agencies that might impact a contract for the services described in this solicitation.
10. Offerors shall submit a detailed breakdown of the offered prices, showing the hourly rates for each of their employees assigned to the project, for each of the components listed below.
 - a. Project management component;
 - b. Master planning component;
 - c. Environmental preservation component;
 - d. Historic preservation component;
 - e. Legal services component;
 - f. Support services component; and
 - g. Real estate management component.
11. For the Price factor, each Offeror is required to fully complete and submit the Pricing Sheet contained in Attachment D of this solicitation. Note: VA reserves the right to ask for additional pricing information as necessary.
12. Oral Presentations: Those offerors selected for oral presentations will submit written presentation materials at the time of the oral presentation. Ten (10) copies of the presentation will be required and will not be returned. The date of the oral presentation will be after the date quotes are due, and will be announced.
13. The contractor shall provide evidence of successful high-profile Federal Environmental Impact Statement (EIS) projects it has completed. The contractor may also highlight if those projects were legally challenged under the NEPA and the outcome of litigation if the contractor has knowledge of such.
14. If a contractor proposes collaborating with another firm to perform one of the tasks described in this Scope of Work, they need to show they have had prior professional relationships with that firm. The contractor must provide evidence of successful projects and demonstrate experience working successfully together.
15. The contractor shall provide resumes of key HPTM who will be associated with this project, along with pertinent information relative to their duties, responsibilities, and past experience with projects similar to work on this BPA. The contractor shall indicate the amount of time each of these key persons will be assigned to this project.

16. ADDITIONAL DETAILS REGARDING QUOTE SUBMISSION AND EVALUATION PROCESS

VA reserves the right to reject all quotes at its discretion. Additionally, to help maximize competition for this procurement, prospective contractors submitting quotes to VA in response to this solicitation, shall refrain from prohibiting proposed subcontractors from being included as an identified

subcontractor in multiple quotes. Furthermore, potential contractors are hereby advised that the contractor the VA selects for this BPA award, shall be precluded from competing in any future Enhanced-Use Lease or other leasing opportunities at the Campus since the contractor selected will be directly involved in, and expected to help VA shape the Veteran-centric future of the campus without actual or apparent conflicts of interest.

During the solicitation process and BPA/task order phase, contractors shall refrain from taking any photographs of VA patients, staff, and visitors. Contractors shall also refrain from using any photographs to suggest the VA or its personnel endorse any non-VA companies or products.

During the BPA period, any information, data, or documents the VA furnishes to the contractor shall be considered, and held as strictly confidential. The contractor shall not disclose any such information to third parties, either in hard copy or verbally, without the prior written approval of the VA Contracting Officer.

Except, and to the extent VA otherwise agrees in writing and its sole and absolute discretion with the Contractor, any and all deliverables and work product created pursuant to the BPA/task order(s) shall become the property of the VA.

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

The Government's award of this Blanket Purchase Agreement (BPA) will be made to an offeror on the basis of best-value in accordance with the process described at FAR 8.405-3. The Government will award a single BPA 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, listed in descending order of importance, will be evaluated:

1. Strength of Project Team
2. Prior Experience
3. Oral Presentation
4. Past Performance
5. Price
6. Veteran Involvement

All non-price factors, when combined, are significantly more important than price for the purpose of determining the best value to the Government. Therefore, the Government may award to other than the lowest-priced offeror if it is in the Government's best interest to do so. Each factor and, if applicable, its corresponding subfactors, are described in greater detail below.

The Government will evaluate all quotes in accordance with the policies and procedures described in FAR Subpart 8.4 and the procedures described below. The policies and procedures described in FAR Part 15 do not apply to this procurement. The Government intends to award without discussions with offerors. However the Government reserves the right to conduct discussions if it is in its best interest.

The Government will evaluate quotes in two stages. In the first stage, all quotes will be evaluated against Factor 1 and Factor 2. Offerors with the most highly rated quote for Factors 1 and 2, as determined by the Source Selection Authority, will have their quote selected for further evaluation; all other offerors will be eliminated from further consideration. In the second stage, the most highly rated offerors will then be evaluated against Factor 3, Factor 4, Factor 5, and Factor 6. Offerors selected for further evaluation in the second stage will be required to make an oral presentation to a panel of evaluators as stated in Factor 3. The results from the evaluation of this oral presentation, in addition to the results of the evaluation of the remaining price and non-price factors, will be combined with the results of the evaluation of Factor 1 and Factor 2 to arrive at a best value decision applying the relative importance of factors described above.

FACTOR 1 – STRENGTH OF PROJECT TEAM

This factor is comprised of the following sub-factors which are of equal importance:

- a. The offeror's demonstrated familiarity with key documents, and key programs, authorities, and concepts identified in Section B of the solicitation.
- b. The offeror's proposed project management components of the offeror's team.
- c. The offeror's proposed master planning component of the offeror's team.
- d. The offeror's proposed environmental preservation component of the offeror's team.
- e. The offeror's proposed historic preservation component of the offeror's team.
- f. The offeror's proposed legal services component of the offeror's team.
- g. The offeror's proposed support services component of the offeror's team.
- h. The offeror's proposed real estate management components of the offeror's team.

FACTOR 2 – PRIOR EXPERIENCE

The offeror's quote clearly demonstrates that the offeror has previously and successfully handled contracts similar to the work described in this solicitation, from beginning to end, for the following components, shown in descending order of importance:

- a. Project management;
- b. Master planning;
- c. Environmental preservation;
- d. Historic preservation;
- e. Legal services;
- f. Support services; and
- g. Real estate management.

FACTOR 3 – ORAL PRESENTATION

For this factor:

- a. The offeror's oral presentation demonstrates the offeror's ability to integrate the proposed individual team members to work together as a team to meet the requirements and timelines described in this solicitation. The oral presentation also demonstrates how the offeror's quality assurance processes and project control processes will ensure successful completion of the work described in this solicitation.

FACTOR 4 – PAST PERFORMANCE

For this factor:

- a. The Government reserves the right to obtain past performance information from any available source, including information stored in the Federal Awardee Performance and Integrity Information System found in the Past Performance Information Retrieval System available at <https://fapiis.ppirs.gov/>. The Government may contact customers other than those identified by the Offeror when evaluating past performance.

Offerors without relevant past performance information or for whom past performance information is not available will not be evaluated favorably or unfavorably for this factor.

FACTOR 5 – PRICE

Offered prices will be evaluated along with the non-price evaluation factors in order to determine the overall best value to the Government. Award will be made to the offeror that represents the best value to the Government. The Contracting Officer will check the offered prices for compliance with the RFQ requirements and review the prices to determine whether they are fair and reasonable.

FACTOR 6 - VETERAN INVOLVEMENT:

In accordance with VAAR 852.215-70 included herein, this factor will take into consideration an offeror's status as a Service Disabled Veteran Owned Small Business (SDVOSB), Veteran Owned Small Business (VOSB) and/or its proposed use of eligible SDVOSB and VOSB as subcontractors during performance of the work. This factor will give credit in the following order of descending importance:

- i. SDVOSB performing work as the prime offeror
 - ii. VOSB performing as a prime offeror
 - iii. Non-SDVOSB or VOSB committing to subcontracting with either SDVOSB or VOSB in the performance of the contract.
- a. In order for the Offeror to receive credit under this factor, the SDVOSB or VOSB must be registered and verified in the Vendor Information Pages database available at <https://www.VetBiz.gov> at time quotes are due.
 - b. In order for an Offeror who is not a SDVOSB or VOSB to receive credit under this factor, the offeror must state in its quote the names of SDVOSB(s) and/or VOSB(s) with whom it intends to subcontract, and provide a brief description and the approximate dollar values of the proposed subcontracts. Additionally, proposed SDVOSB/VOSB subcontractors must be registered and verified in Vendor Information Pages (VIP) database available at <http://www.VetBiz.gov> at the time quotes are due in order for the offeror to receive consideration under the Veterans Involvement Factor.

(End of Provision)

E.3 VAAR 852.215-70 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 Provision)

E.4 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)

(a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

(1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) The offeror does does not have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The offeror, its officers or agents acting on its behalf have have not been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

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