

CLARIFICATION # 2 - SFO # VA101-15-R-0022
Charlotte Hall, MD

1. Please define the dates intended for "winter 2018". Is this 12.21.17-3.20.18 or 12.21.18-3.20.19?
VA anticipates award late 2017/early 2018.
2. SFO paragraphs 1.12 and 2.4.1, does the Initial Offer need to demonstrate/prove the site's ability to satisfy of septic/sewer capacity needs/requirements?
Offerors shall adhere to all the submittal requirements outlined throughout the solicitation.
3. PT 08. L & M payment and performance bonds. Are these correctly applicable for this lease procurement? They only appear applicable for federal construction, where VA is the Owner.
Yes. Refer to Section 1.9.2 Performance and Payment Bonds – Construction of the Basic Requirements file.
4. SFO paragraph 1.8.3, please clarify what is meant by "representational pricing" of each program.
Provide accurate costs. Profit and Overhead should be included within cost of each line item and not provided as separate line items.
5. The form 1364 attachment number one is illegible when printed; also the Excel file has all cells locked, which are problematic for filling, reading, and print out.
Offerors are only to populate all the cells that are colored gray. The remaining cells are automatically calculated and locked from editing. Offeror can adjust the print settings accordingly.
6. SFO Para. 1.5 - Please explain why Offers must remain open, and pricing must remain valid 60 calendar days from the date of award. Please clarify "Offers must remain open, and pricing must remain valid x days from the award", instead of "x days from the offer".
This is an on-going procurement. The pricing offered shall remain valid throughout the procurement process and remain valid 60 calendar days from the date of award.
7. In addition, I would appreciate the unlocking of the cells on the 1364A....
Offerors are only to populate all the cells that are colored gray on Attachment #1 to 1364A. The remaining cells are automatically calculated and locked from editing. Offeror can adjust the print settings accordingly.
8. Please clarify the 25' setbacks, as discussed at the meeting.

Physical security features shall comply with requirements for "Life Safety Protected" occupancies as described in the Physical Security Design Manual for VA Facilities, and Security and Law Enforcement VA Handbook 0730/4".

<http://www.cfm.va.gov/til/PhysicalSecurity/dmPhySecLS.pdf>.

9. Also, I appreciate the VA further examining the Schedule A "reserve fund": how it is to be calculated, funded, evaluated and funds disbursed.

It would appear that major building (capital expenditure "CapEx") components would be evaluated as to their cost and expected useful life, so that sufficient funds are deposited to build up and replace the things that are likely to need replacement during the term of the lease. Utilities, and services would be excluded from these CapEx components. Also items with an expected useful life of longer than the term of the lease would also be excluded. This would include roof, HVAC, parking lot, base building, lights and other fixtures, site and site improvements, likely to last longer than the lease term, assuming normal recommended maintenance. Perhaps, the Lessor could be have a condition assessment every 5 or 10 years, to confirm the maintenance viability, remaining useful life, and sufficiency of reserve funds being held. Any deficits would require additional funds or a more rapid reserve funds build-up. Any over reserve of funds would be returned to the lessor, as unrestricted funds.

Please reference Schedule A, Part II (Section 1.6 – FMA).

10. Schedule A. Please clarify the various specifications for "on-site" property management personnel. Para. 1.1 B. Requires a local, designated property manager available. Para. 1.1 B. Also requires that the property manager shall have maintenance personnel (building superintendent) on site during normal working hours. Does this mean that there has to be a building superintendent in the building during all normal working hours, or on 30 minutes' notice?

Yes. Also refer to SFO Section 8.2.

11. Schedule A. Para. 1.4 Requires a maintenance person shall be present on site during normal working hours to perform preventive maintenance recommended by manufacturer, general maintenance and repair of the facility and site, and to respond to emergencies. Does this mean that there has to be a day porter, to mop up any spills etc. in the building during all normal working hours, or on 5-10 minutes' notice? Does all cleaning need to be done during normal working hours?

No, but a cleaning service will need to be included as part of the annual operating expenses. Also refer to SFO Section 8.2.

12. Schedule A, Section 1.6 Funded Maintenance Account (Post-Award): The last sentence of Paragraph B of the section states that ... "The Lessor shall initially place a sum equivalent to one hundred twenty-five percent (125%) of the Annual Reserve Grand Total from the FMA Worksheet into the FMA. Thereafter, the Lessor shall continue to make quarterly payments as noted on Form SF-2 into the FMA. The quarterly [FMA] payment is determined by taking the Annual Reserve Grand Total (Line 71) of the FMA Worksheet and dividing that figure by 4."

Note that the Annual Reserve Grand Total Line 71 includes both (1) Annual Operating Expenses as well as (2) Capital Reserve. Please clarify that it is the VA's intent to have the Lessor reserve annual operating expenses each year. The way this procedure is structured, the FMA would have 15- or 20- years' worth of operating expense funds plus the capital reserve at the end of the lease term. This essentially has the lessor paying double operating expenses each year – once to cover the cost of expenses for the year and a second time to put money into the FMA.

The FMA should maintain a sum equal to the original one hundred twenty-five percent (125%) of the Annual Reserve Grand Total from the FMA Worksheet.

13. SFO Page 7, Section 1.7.1 – SBA Verification and SDVOSB Verification: If the Offeror currently has an active SDVOSB verification through the Department of Veterans Affairs Center for Verification and Evaluation(CVE), must offeror also have and submit Small Business registration from SBA?

Yes.

14. SFO Page 30, Section 2.4.2 A. Past Performance Survey Form (Form 08J(1)): When completing the Form 08J(1) in regards to past performance for General Contractor or Architect/Engineer, please clarify which company's information is included in the following areas

- Name of the Offering Entity [is this the Name of the Offeror for the Charlotte Hall CBOC?]
- DUNS of the Offering Entity
- Company Name of Awarded Entity Performing for Survey [Is this the name of the General Contractor or Architect ?]
- DUNS of Awarded Entity Performing for Survey

The Offeror's information.

15. Is there flexibility in the heating mechanism for the building?

Please refer to SFO Section 6.4.11 Heating Systems.

16. Is there a requirement for standby power for building IT and security System loads?

There is not a separate requirement for standby power for building IT and security System loads.

17. We are on a developer's team and in the process of compiling information to respond to the Charlotte Hall SFO and I had a question on what we are allowed to include. My question is whether I can list a range (i.e. \$5M-10M, \$10M-20M, etc.), list A/E contract fees, &/or list "please contact Oculus Inc. directly for cost information" so that the reviewers don't mark this against us for not including any cost information.

Yes.

18. Can we make adjustments to the conceptual design presented in the SFO?

The interior adjacencies of the user groups should stay as close to the conceptual as possible. The exterior design can be different if it improves the use of your site.

19. What is the timeline to open the clinic?
20 months after award.
20. Is VA going to contract out the operation of the clinic?
No, the clinic will be operated by VA staff.
21. Does the offeror have to demonstrate they can meet the sanitary, water and sewer requirements in their proposal?
Yes, please refer to 3.20.3 on the solicitation.
22. What is the notification period for exercising the one year options in scenario two?
Please refer to FAR 52.217-8 and 52.217-9.
23. Does the reserve fund continue to accumulate over the term of the lease?
No.
24. What is the reach back time that can be used for past performance?
See SFO Section 2.4.2
25. The patient drop-off area looks like it is inside of the setback area?
The entrance is not in the setback area; what you are referencing is the canopy over the entrance.
26. What is the period the bid bond stays in effect?
The bid bond stays in effect until award. Per SFO Section 1.9.1 Bid Bond, once an award has been made all original Bid Bonds will be returned, except for the successful Offeror whose Bid Bond will be required to remain in full force until such time as a Performance Bond has been received and accepted by the Government.
27. When does the performance bond start and end?
See SFO Section 1.9.2.