

STATEMENT OF WORK

Sydney Yates Auditorium – Historic Seating Restoration

BACKGROUND

The Department of the Interior's (DOI) Sydney Yates auditorium seating is in very worn condition, which includes ripped upholstery, damaged wooden backs and arms, and rusting metal components. Because of this, work is now required to address the damage and restore the seating to its original appearance and functional usefulness. In addition, the auditorium does not meet the National Fire protection Association's current life-safety code for having self rising seats. The current auditorium seats approximately 820 people, but will be reduced to meet current occupancy load requirements. We also are requesting to have additional seats dismantled and stored for parts, to be used if needed.

I. AUDITORIUM SEATING SPECIFICATIONS:

- A. The contractor shall provide labor, materials, and supervision necessary to remove, refinish, and re-install 644 auditorium seats according to the specifications detailed below.
- B. An additional 32 seats shall be removed, refinished, and packaged (as refinished parts) to be stored by DOI as attic stock.
- C. The contractor shall remove, disassemble, and package all remaining seats to be to be stored by DOI.
- D. OPTIONAL: DOI may adjust the seating quantity and therefore requests a per chair unit price for additional seating to be refinished above 676 seats and include all the requirements detailed within this SOW.

II. WORK REQUIREMENTS:

- A. Measure and prepare a plan showing the existing installation of seating, including individual seat sizes, and layout before removing of seats. DOI will provide an updated layout plan during the site visit.
- B. Remove all chairs in the auditorium using factory-trained and approved personnel.
- C. Strip and refinish all metal parts.
- D. Lubricate all moving parts.
- E. Repair or replace all missing, damaged, and worn parts including wooden armrests and plywood seats.
- F. Strip, sand, and refinish armrests.
- G. Replace all existing plywood backs with new maple plywood backs, stained and finished to match the originals.
- H. Install a new upholstered plywood inner panel onto the new maple back, creating a 1" revealed upholstered back that reveals the wood finish on the rear of the back and 1" around the edges of the front side.
- I. Install seat and back foam on existing seats and inner back panels.
- J. Upholster seats and inner back panels.

- K. Retrofit new light-emitting diode (LED) aisle lighting to all existing chair ends as needed and based on the current layout of lighting. All new LED lighting to be reconnected by contractor and tested to insure working properly prior to final sign-off.
- L. Installation of seating:
 - 1. An inventory of all seating shall be made to determine which seats will require new anchoring prior to re-installation. Reinstall the renovated seats over new anchors based on the new layout plan referenced in section II.A. All existing screws shall be removed and new restored seating re-attached by means of lead shield expansion bolts approved for similar installation applications. . Mount chairs with ¼” inch expansion bolts, using 2 bolts per standard. The length of anchors used to be determined by installer at time of site visit.
 - 2. A factory trained and approved installation crew shall be used when removing and reinstalling the seating.
 - 3. OPTIONAL: Provide separate estimate with cost to install seating aisle standards of first and last chairs of each row on top of new carpet and pad (holes for anchors to be cut in carpet by carpet installer). A carpet layout plan will be provided at the site visit to assist in preparing estimate.
- M. Re-identify all seats using new brass identification tags (layout to be determined by DOI prior to start of work). Remove existing tags, and install suitable, historically correct replacements to all seating. The new tags should match as closely to the original tags as possible.
- N. Clean all chairs and adjust their operation at the completion of the installation. All chairs shall be operating properly prior to final acceptance and sign-off by the Contracting Officer’s Technical Representative (COTR).
- O. Refurbish 32 seats, to include all armrests, seats, backs, end panels and hardware. All items shall be packaged by the contractor, to be stored by DOI for replacement parts.

III. REQUIRED CONTRACTOR QUALIFICATIONS:

- A. Installers shall have successfully completed not less than five (5) projects of similar scope and size.
- B. Company must have a minimum of ten (10) years experience in the historic auditorium seating and refinishing industry.
- C. Company should have an extensive familiarity with seating construction and installation to insure that the removal, disassembly, and reinstallation are handled properly.
- D. Company must utilize licensed installers with a minimum of five (5) years experience in the restoration and refinishing of similar historic seating.

IV. WARRANTY:

- A. Manufacturer’s warranty to cover the materials and workmanship for a minimum period of one year from the date of final acceptance.

V. REMOVAL AND DELIVERY:

- A. All work to be completed (removed, restored, and reinstalled) between **June 22 - September 14, 2009**. Due to this schedule for completion, any contractor, that does not feel that they can meet this timeframe, should not bid for the job. Removal of some of the auditorium seating may be possible prior to those dates to allow for more time needed for refinishing, which can be coordinated with the COTR. The reinstallation of seating shall occur after the carpet has been installed. Seating schedule should be coordinated by the COTR closely with the carpet installer to insure time schedule is met.
- B. All work to be coordinated as to not interfere with the work of other trades, or work being done within the auditorium. Wood floor refinishing also will be being done during this timeframe, so it may be necessary for the COTR to coordinate with other contractors as needed.
- C. Prior to the start date, the names or those who will be working in the building should be submitted to the COTR for after-hours access. If vehicle parking is required, the names of all drivers and their vehicle information should be submitted prior to the start date. This information should be submitted to the COTR at least three business days prior to the work start date.
- D. Work Hours: All work taking place within the Main Interior Building (MIB) will be performed during core business hours (7:00 am to 5:00pm). Weekends, holidays and other times will be coordinated with the COTR. Hours worked will be straight time only and over-time premiums will not be paid.

VI. PRODUCTS:

A. UPHOLSTERY:

1. Seat pads: Replace existing seat springs with a 3" thick foam pad, glued to a new plywood seat foundation. The foam pad should be a prime grade virgin foam with a density of at least 2.8 pounds per cubic ft. In addition, the foam should have a compression of at least 55 pounds, but not more than 70 pounds (I.L.D) and shall meet C-117 fire code (www.bhfti.ca.gov/industry/117.pdf). The seat shall be upholstered with a cut and sewn cover, and shall be free of wrinkles, gaps and defects of any kind.
2. Back Pads: A new inner plywood panel of not less than 5/16" in thickness shall be glued to a 1" thick back foam pad. The foam pad should be shall be a prime grade, virgin foam with a density of at least 1.2 pounds per cubic foot, with compression of at least 15 (I.L.D) and shall meet C-117 fire code. The inner back panel shall be upholstered, leaving an area free of wrinkles, gaps or defects of any kind.
3. Fabric: Fabric to be the same as, or be pre-approved by the COTR to be of equal color, quality and performance as the following:

J.B. Martin, Toulouse 3026 Premiere
Color: Fire
Composition: Pile 65% Polyester/35% cotton
Overall Comp: 72% Polyester/28% cotton
Weight: 16 oz. / R yard 496 gr. / R Meter
Width: 54" 137 cm

Cleaning Code: S Dry Clean
Tensile Strength: ASTM D - 5034 -95
Flammability UFAC Class I, Cal TB 117 Passes
Durability: Meet or exceed 200,000 double rubs. ASTM D - 4157 - 92

B. METAL COATING:

1. Metal Parts: All original metal components (including the original hat racks) shall be cleaned to remove any chipping paint, rust or other damaged prior to repainting. After stripping, the parts shall be cleaned and pre-treated for the application of thermosetting-epoxy powder coating. All the metal parts shall be baked in a gas oven at a minimum of 350 degrees Fahrenheit for twenty minutes to assure an even, smooth finish.
2. Color of Paint Finish: A paint color that closely matches the original color shall be selected for the refinishing of all metal parts. A sample swatch shall be provided with the contractor's quote.

C. WOOD PARTS:

1. Wood Armrests: All original hand rests shall be stripped, sanded and refinished to restore the original look and finish.
 - a. Armrest Brass Identification Tags: All existing I.D. tags shall be removed, and new identical replacement brass ID tags shall be installed. New brass tags should closely match the look of the originals and reflect the numbering of the new seating layout. A layout plan with the correct seat numbering will be provided at the site visit.
2. Wood backs: All existing plywood backs shall be replaced with new maple plywood backs, stained and finished. Install a new upholstered plywood inner panel onto the new maple backs, creating approximately 1" revealed upholstered back. The back shall show the wood finish on the rear of the back and approximately 1" around the edges of the front sides. The color and finish of the new backs shall closely match the originals.

D. LIGHTING:

1. Replace wiring and modify fixtures as required on all lighting equipped end aisles to accept new LED bulbs. Original look of the existing fixtures shall not be changed during this lighting modernization.
2. Reconnect all new LED lighting to existing floor electric wiring. Lighting shall be tested by DOI prior to final sign off to insure it is working properly.

E. HARDWARE:

1. All existing hardware (if in good, working condition) shall be refinished and used during the restoration. Any new hardware required for the restoration of the seating shall be rust resistant oxide or black plated steel.

2. All seat backs should have the mounting hardware concealed under the wood backs, identical to the original seating.
3. An inventory of all seating shall be made to determine new anchoring requirements prior to re-installation. Reinstall the renovated seats over all new anchors based on the new layout plan referenced in section II. A. All existing screws shall be removed and restored seats re-attached by means of lead shield expansion bolts approved by the manufacturer for similar applications. Mount chairs with ¼” inch expansion bolts not less than 2” long, using 2 bolts per standard.

F. OTHER REQUIREMENTS:

1. The manufacturer of the seat bottom to meet the following criteria:
 - A. All seats shall be equipped with new, gravity-lift mechanisms, which will allow the seats to rise up when not in use. All lift mechanisms shall be concealed within the seat frame.
2. All existing metal hat racks under the seats shall remain and be refinished to match other refinished metal parts of the chairs.

VII. PRODUCT HANDLING:

- A. Removal: The contractor shall insure the careful removal of the seating, to not cause damage to either the seating or the floor surface. All loose pieces (screws, nuts, bolts or other items pertaining to but not attached to the seating) shall be carefully collected and accounted for.
- B. Protection of Adjacent Areas: The contractor shall insure that damages to adjacent surfaces of building structure (walls, doors, columns, etc) are minimized during the removal of seating from the building. Necessary floor coverings and other protection may be required to properly protect surface areas of the building during removal and reinstallation. Any damaged caused during the removal is the responsibility of the contractor.
- C. Storage and Handling: All seating to be carefully stored during restoration. All seating becomes the sole responsibility of the contractor after removal from the Main Interior Building. A property pass must be obtained from the Division of Facilities Management Services office, National Business Center, room 1420 prior to removal of any items from the building.

VIII. EXECUTION (FACTORY RESTORATION PROCEDURES):

A. METAL REFINISHING:

1. Thermosetting Epoxy Powder: All metal parts shall be coated with an epoxy powder coating system, with a dry film thickness (DFT) of at least two (2) mils. Finish shall be “smooth” and a color that closely matches the original metal color. Color and finish shall be selected by the COTR from standard finish ranges supplied with the contractor’s quote.

2. Application of Epoxy Powder Coating: Clean and pre-treat stripped parts for immediate application of thermosetting Epoxy Powder Coating. Coat all parts using the Electrostatic Powder Coating Method.
3. Cured paint must pass the 2H pencil hardness test
4. All coated parts shall have an average dry film thickness (D.F.T.) of at least two mils.

B. METAL PREPARATION AND STRIPPING:

1. Strip all parts using the following procedure:
 - A. 150 degree caustic soda bath.
 - B. High spray rinse.
 - C. Acid bath for rust removal.
 - D. Neutralizing bath.
 - E. Preservative water-soluble dip.

C. CLEANING METAL PARTS:

1. Iron phosphate and cleaner: Wash all parts with iron phosphate and detergent recommended by manufacturer for this process, in order to establish an iron phosphate film of 40-60 milligrams per square inch over all parts. The wash shall utilize a high pressure spray heated to (140-160 degrees F), with all parts rotated 360 degrees during the wash process, to insure complete coverage.
2. Clean water rinse: High pressure hot water rinse.
3. Final rinse: High pressure hot spray (130 degree)
4. Dry off: Allow all parts to completely dry between stages. All parts shall pass through a dry off oven for four (4) minutes at 300 degrees F minimum. This dry off stage shall occur within three minutes of final rinse, and within fifteen minutes of the Powder Coating application.

D. WOOD FINISHES:

1. All wood parts shall have the existing finish removed in a non-water based stripper.
2. Wood parts that are damaged shall be repaired where possible. If not, repairable new parts shall be manufactured to match the existing parts.
3. Wood parts shall then be sanded smooth, removing graffiti, gouges and scratches. Sanding dust shall be removed prior to applying stain.
4. Wood parts shall be stained in a non-water based stain that correctly matches the original seat backs, arms and aisle end panels.

XIV. INCIDENTAL DAMAGES:

- A. Contractor is responsible for any damage caused to the building or DOI property during the delivery and installation of the above items or work performed. Any incidental damages caused by the contractor shall be repaired or replaced at the contractor's expense. Prime contractors shall be responsible for damage caused by their subcontractors. Prior to performing any work the contractor, shall make note of any existing conditions that could be construed as incidental damage and report it to the COTR in writing within 5 business days of discovery.
- B. All debris and trash shall be removed from the building by the contractor after each workday and disposed of properly at the contractor's expense.

X. SUPPORTING INFORMATION:

A. PLACE OF PERFORMANCE:

Department of the Interior
Main Interior Building (MIB)
Sydney Yates Auditorium
1849 C St. N.W.
Washington, DC 20240

B. PERIOD OF PERFORMANCE:

June 22 – September 14, 2009

C. GOVERNMENT FURNISHED INFORMATION/PROPERTY:

An updated seating plan and carpet layout plan is to be provided together with required performance under this effort. As determined by mutual agreement, the Government will provide additional property that may be required in the performance of this effort. At the request of the Government, or at completion of this effort, the Contractor shall immediately return any Government-provided property, including any equipment, specialized or off-the-shelf software, and all other property provided by the Government for the Contractor to use to complete this effort.

D. TRAVEL:

The contractor shall be reimbursed for actual allowable, allocable, and reasonable travel costs incurred during performance of this effort in accordance with the Federal Travel Regulations currently in effect on date of travel and FAR 31.205-46 Travel Costs. All travel requests shall be submitted to the COTR for approval prior to commencement of travel. The contractor should use the most economical form of transportation available. If economy class transportation is not available, the request for payment voucher shall be submitted with justification for use of higher class travel indicating dates, times, and flight numbers.

E. CONTRACT TYPE:

The contract will be fixed price.

F CONFIDENTIALITY AND NON-DISCLOSURE:

All information regarding the work products developed and made available to the contractor under the contract must be regarded as sensitive information by the contractor and not be disclosed or used in any other way than on the performance of this contract to anyone outside the contractor's organization without the written permission of the Government.

The contractor shall take all reasonable precautions not to divulge information about the requirement and/or use this information for the contractor's gain and shall not divulge any information to any other organization without written permission from the Government.

G PAYMENT FOR UNAUTHORIZED WORK:

No payments will be made for any unauthorized supplies and/or services or for any unauthorized changes to the work specified herein. This includes any services performed by the contractor of their own volition or at the request of an individual other than a duly appointed CO. Only a duly appointed CO is authorized to change the specifications, terms, and conditions under this effort.

H STANDARDS OF CONDUCT:

a) The contractor will be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity. The contractor is also responsible for ensuring that its employees and those of its subcontractors do not disturb papers on desks, open desk drawers or cabinets, use Government telephones, except as authorized, or otherwise jeopardize the security and the privacy of Government employees, its customers, and the contents and property of the Federal building(s) in which the work is performed. Each employee or supervisor of the contractor is expected to adhere to standards of behavior that reflect credit on themselves, their employer, and the Federal Government.

b) The contractor will be responsible for taking such disciplinary action, including suspension without pay or removal from the worksite, with respect to its employees, as may be necessary to enforce those standards.

c) Where applicable, the requirements of this clause must be expressly incorporated into subcontracts and must be applicable to all subcontractor employees who may perform recurring services or work at the Federal building and grounds in support of this requirement.

d) The Government retains the right to permanently remove any employee of the contractor from performing duties assigned under this requirement at the Federal building should the employee's performance so warrant. The Government will request the contractor to immediately remove any employee of the contractor from the Federal building/work-site should it be determined by the CO that the individual employee of the contractor is "unsuitable" for security reasons or for otherwise being found to be unfit for performing his assigned duty at a Federal building. The following areas (not all-inclusive) are considered justification for requesting the contractor to immediately remove an employee from a Federal building/work site:

- Neglect of assigned duty and refusing to render assistance or cooperate in upholding the integrity of the security programs at the worksite;
- Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records;
- Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting; participation in disruptive activities which interfere with the normal and efficient operations of the Government;
- Theft, vandalism, immoral conduct, or any other criminal actions;
- Selling, consuming, or being under the influence of intoxicants, drugs, or controlled substances which produce similar effects;
- Improper use of official authority or credentials, as a supervisor or employee of the contractor;
- Violation of agency and contractor security procedures and regulations; and
- Violation of the rules and regulations governing Federal public buildings and grounds, set forth in 41 CFR Subpart 101-20.3 *Conduct on Federal Property*.

e) Following a recommendation from an agency program official or security officer, the CO will make all determinations regarding the removal of any employee of the contractor from and denial/termination of clearance and access to the Federal building worksite for non-performance, misconduct, or failure to abide by all laws and regulations. The CO will verbally inform the contractor about the employee, followed by a written confirmation or determination. Specific reasons for the removal of an employee will be provided to the contractor in writing. In the event of a dispute, the CO will make a final determination.

f) Upon a determination of the Government that an employee of the contractor be removed from or denied access to a Federal building worksite, the employee's clearance and access to the Federal building must be immediately revoked or otherwise terminated. Furthermore, if applicable, the building pass and/or other access device(s) previously given to the employee must be immediately surrendered, returned, or delivered to the security officer of the Federal building.

I COOPERATION WITH OTHER ON-SITE CONTRACTORS:

When the Government undertakes or awards other contracts for additional work at the facilities, the contractor must fully cooperate with the other contractors and Government employees. The contractor must not commit or permit any act that will interfere with the performance of work awarded to another contractor or with the performance of other Government employees. In any case where, in the course of fulfilling this requirement, the contractor disturbs any work guaranteed under another separate contract, the contractor must restore such disturbed work to a condition satisfactory to the COTR and guarantee such restored work to the same extent as it was guaranteed under the other contract, at no cost to the Government.

J GOVERNMENT HOLIDAYS:

Contractor personnel may work on Federal holidays with prior written approval from the COTR. The contractor must provide the Government authorization with the invoice. Hours worked will be straight time only and over-time premiums will not be paid.



To: All Prospective Offerors

From: Department of the Interior/ National Business Center/Acquisition Services Directorate (AQD)-DC

Subject: Request for Quote (RFQ) – NBCWZ900636 - Sydney Yates Auditorium – Historic Seating Restoration

AQD-DC is issuing this RFQ to solicit quotes for the purpose of entering into a FIRM-FIXED-PRICE contract. AQD-DC will conduct this acquisition using Part 12 and Subpart 13.5 under the Federal Acquisition Regulation. The intended NAICS code is 811420 with a size standard of \$7M. Other NAICS codes may be suggested for this procurement. The designated NAICS code must be indicated in the offeror's CCR and ORCA records. The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-31. Work associated with this request is subject to the Service Contract Act and the U.S. Department of Labor, General Wage Decision No. 2005-2103, dated 03/16/2009.

SITE VISIT

A site visit is scheduled for **May 12th, 2009 at 9:00am**. Please email Alexis_N_Williams@nbc.gov with your intent to attend and the names of those attending. RSVPs submitted by a method other than electronic mail shall not be accepted and shall not be answered. All e-mail inquiries shall have "RFQ NBCWZ900636 – SITE VISIT" included in the subject line. Please keep attendants to key personnel only, as space may be limited. Offerors shall inspect the chairs on site prior to preparing an offer to make an accurate assessment of the chair condition and level of work required.

SUBMISSION REQUIREMENTS

Offerors are required to submit the following by the RFQ due date:

1. Quote
2. Samples for initial selection purposes of the following:
 - Chair Fabric
 - Paint Colors
 - Wood Stain Colors
3. One chair renovated in accordance with the SOW in the selected fabric, paint, and wood stain.
4. Shop drawings of the existing conditions and new layout.
5. Manufacturer's product data and specifications for fabric, foam padding and powder coat materials to be used in the reconditioning process.

Quotes MUST include the following information:



- A. Tax Identification Number (TIN)
- B. Dun & Bradstreet Number (DUNS)
- C. Complete Business Mailing Address
- D. Contact Name
- E. Contact Phone
- F. Contact Fax Number
- G. Contact Email Address
- H. Quotation Number
- I. Quotation Date

Note: Ensure your firm is registered in CCR and ORCA - All offerors must be registered in CCR and ORCA to receive government contracts – www.ccr.gov and <http://orca.bpn.gov/>.

QUOTE FORMAT: Quotes shall consist of three volumes: (I) Technical, (II) Past Performance, and (III) Price.

Volume I - Technical Quote: The following areas must be addressed to sufficiently demonstrate the offeror's ability, unique capabilities, and demonstrated experience to successfully support this requirement:

(a) ***Personnel Qualifications:*** Description of personnel resources for this requirement, which addresses their capabilities and experience relating to the SOW. Resumes must be provided detailing the experience, qualifications, certifications, and licenses held by all refinishers and installers under this effort. Each resume should not exceed four pages. The offeror shall identify five (5) projects of similar scope and size that each installer has successfully completed.

(b) ***Technical Approach:*** The response shall contain a technical submission addressing all aspects of the SOW. Discussion of proposed methods and techniques for completing the requirement. Discussion of any anticipated major difficulties and problem areas, along with potential recommended approaches for their resolution. Discussion of the background, objectives, and work requirements of the SOW as analyzed by the offeror

(c) ***Relevant Experience:*** The offeror shall submit a narrative describing relevant experience in performing work that is similar to the requirements in the SOW.

(d) ***Timeliness:*** Discussion of how the offeror has handled and met time constraints for previous projects, preferably those that are similar to the requirements of the SOW.

(e) ***Technical Assumptions:*** Offerors shall indicate, in this section only, if any technical related assumptions have been made, conditions that have been stipulated, or exceptions have been taken with the SOW as written. If technical assumptions are not noted in this volume and this section of the quote, it will be assumed that the offeror's quote reflects no technical assumptions for award and agrees to comply with all of the terms and conditions set forth herein. It is not the responsibility of the Government to seek out and identify assumptions, conditions, or exceptions



buried within the offeror's quote. Accordingly, any technical related assumptions listed in any other volume or section shall be null and void.

No cost/price data shall be submitted in Volume I.

Volume II - Past Performance: The quote must provide the offeror's history of successful completion of similar projects.

The offeror shall identify three (3) contracts/task orders with the Federal Government and/or commercial customers that demonstrate recent and relevant past performance. Recent is defined as within the last four years. Relevant is defined as work similar in complexity and magnitude of the work described in this SOW.

Include the following information:

- Project title
- Description of the project
- Contract number
- Government Agency/Organization
- COTR's name, address, email address, and phone number
- Contracting Officer's name, address, email address and phone number
- Current status, e.g., completed (start and end dates) and/or if in progress, start and estimated completion dates
- Dollar value and type of contract (e.g. Firm-Fixed-Price)
- Key personnel (please highlight those individuals who worked on the relevant project(s) and are also being proposed for this effort.)

Offerors shall send the Past Performance Questionnaire to points of contact for past and current projects, with the request that the reference complete and return the questionnaire **directly to the CO via email or fax by the RFQ due date.**

The offeror shall also provide information on each cure and/or termination letter that may have been received within the last four years and any comments/explanations that the offeror wishes to provide regarding the circumstances of the notice.

The Government may also consider information obtained through other sources such as the Past Performance Information Retrieval System (PPIRS).

No cost/price data shall be submitted in Volume II.

Volume III - Price: The following areas must be addressed:

(a) The offeror shall include a breakdown of the cost elements that make up the total price. The



offeror must identify the labor categories to be utilized for this effort, a description of the skills and experience per labor category, labor hours, and labor rates. List all other direct costs (including travel and materials) necessary for the performance of this requirement. **FIRM PRICE:** The Offeror agrees to hold the prices in its offer firm for 60 days from the date specified for receipt of offers.

The Government requests a discount from the offeror's commercial labor rates. If a discount is provided, the offeror shall indicate the non-discounted commercial rate, the proposed percentage of discount, and the discounted rate.

(b) **Price Assumptions:** Offerors shall indicate, in this section only, if any price related assumptions have been made, conditions that have been stipulated, or exceptions have been taken with the SOW as written. If price assumptions are not noted in this volume and this section of the quote, it will be assumed that the offeror's quote reflects no price assumptions for award and agrees to comply with all of the terms and conditions set forth herein. It is not the responsibility of the Government to seek out and identify assumptions, conditions, or exceptions buried within the offeror's quote. Accordingly, any price related assumptions listed in any other volume or section shall be null and void.

QUESTIONS

Offerors are instructed to only contact the Contracting Officer issuing this solicitation for information about any aspect of this solicitation. Prospective offerors are cautioned against contacting Government technical personnel in regards to this solicitation prior to award of this procurement. If such contact occurs and is found to be prejudicial to competing offerors, the offeror making such contact may be excluded from award consideration. Submit questions via email to Alexis_N_Williams@nbc.gov no later than **May 13, 2009 at 5:00 PM EST**. Questions submitted by a method other than electronic mail shall not be accepted and shall not be answered. All e-mail inquiries shall have "RFQ NBCWZ900636 - QUESTION" included in the subject line. Any questions received after the previously specified cut-off date and time will not be accepted or answered. Questions and answers related to this procurement will be made available via FedBizOpps (www.fbo.gov) and Acquisition Services Directorate (<http://www.aqd.nbc.gov/Solic/openmarket.asp>) websites. Please be advised that the Government reserves the right to transmit those questions and answers of a common interest to all prospective offerors.

RFQ DUE DATE & ADDRESS FOR RECEIPT OF OFFERS

Quotes and supporting documentation shall be submitted to Alexis_N_Williams@nbc.gov **no later than May 19, 2009 at 3:00 PM EST**. All e-mail inquiries shall have "RFQ NBCWZ900636 – QUOTE" included in the subject line. Submission by a method other than electronic mail shall not be accepted. Samples and renovated chairs shall be delivered to

William Brannon
1849 C St. NW, MS-1420
Washington, 20240



Any submissions received after the previously specified cut-off date and time will not be accepted. It is the offeror's responsibility to read the RFQ and all related documents carefully and completely and to monitor the FedBizOpps (www.fbo.gov) and Acquisition Services Directorate (<http://www.aqd.nbc.gov/Solic/openmarket.asp>) websites for any updates to the RFQ on a regular basis. Additionally, it is the offeror's responsibility to ensure/verify the Government's receipt of its submission on or before the date/time specified.

EVALUATION

Quotes will be reviewed and evaluated in accordance with the evaluation criteria identified below:

Factor 1 (Technical Capability & Experience): The Government will assess the offeror's capability to provide personnel that have demonstrated abilities, experience and capacity to effectively and efficiently perform the contemplated work. The offeror must demonstrate that the installers are licensed with a minimum of five (5) years experience in the restoration and refinishing of similar historic seating and successfully completed five (5) projects of similar scope and size. The Government will assess the offeror's capability to clearly demonstrate their ability to perform all elements in the SOW. The Government will evaluate the offeror's understanding of the requirements and how the offeror will execute the general scope of the requirement. Offerors are cautioned that "parroting" of the SOW with a statement of intent to perform does not reveal the offerors' understanding of the requirement. The Government will assess the offeror's relevant experience in performing work that is similar to the requirements in the SOW. The offeror must have the expertise required to properly remove, restore, and reinstall historic auditorium seating. The offeror must clearly demonstrate an understanding of historic seating restoration. The offeror must demonstrate that it has a minimum of ten (10) years experience in the historic auditorium seating and refinishing industry as well as an extensive familiarity with seating construction and installation to insure that the removal, disassembly, and reinstallation are handled properly.

Factor 2 (Timeliness): The offeror must demonstrate its ability to provide the restoration work required in a timely manner and within the strict timeframe outlined in the SOW. The offeror must demonstrate its experience with meeting time constraints for previous projects, preferably those that are similar to the requirements of the SOW.

Factor 3 (Past Performance): The Government will assess the offeror's capability to perform the work described in the SOW by evaluating the offeror's past performance on similar contracts. Past performance information will be used to determine the quality of the offeror's past performance as it relates to the probability of success of this required effort. Only past performance data regarding relevant past performance completed within the last four years, or work that is ongoing, is evaluated. The lack of relevant past performance information will result in the assignment of a neutral rating (i.e., neither favorable nor unfavorable). For offerors with no relevant past performance, the Government may take into account information regarding the



past performance of key personnel with relevant past performance or subcontractors that will perform key aspects of the requirement. The offeror must have a history of successful completion of projects, staying on schedule, within budget, and a commitment to customer satisfaction.

Factor 4 (Price): The Government will evaluate the price using price analysis to determine if the prices are fair, reasonable, and realistic. Unrealistically low or high proposed prices may be grounds for eliminating a quote from competition either on the basis that the offeror does not understand the requirement or has made an unrealistic quote. The Government will evaluate realism by assessing how well the price tracks to the offeror's technical quote.

NOTE: Factors 1 and 2 are of equal importance and more important than Factor 3. When combined, the non-price factors are more important than price. In the event quotes are evaluated as technically equal in quality, price will become a major consideration in selecting the successful offeror.

CONTRACT AWARD

Contract award shall be made to the responsible offeror whose offer, in conforming to this RFQ, provides an overall best value to the Government, technical evaluation factors and price considered. The Government's objective is to obtain the highest technical quality considered necessary to achieve the project objectives, with a realistic and reasonable price. The Government reserves the right to make an award to other than the lowest priced offeror if the superior technical submission or the submission indicating a reduced performance risk, warrants paying a premium.

The Government intends to make award without discussions. Therefore, the offeror's initial quote should contain the offeror's best terms from a cost/price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. Failure to comply with instructions may result in an offer being determined as non-responsive. Furthermore, the Government reserves the right to award no contract at all, depending on the quality of quotes, the availability of funding, and the continued existence of the requirement.

PROVISIONS & CLAUSES

This solicitation incorporates one or more solicitation provisions and clauses by reference, with the same force and effect as if they were given in full text. The offeror is cautioned that the listed provisions and clauses may include blocks that must be completed by the offeror and submitted with its quotation or offer. The full text of a solicitation provision or clause may be accessed electronically at this address: <http://www.arnet.gov/far/>

52.212-1 Instructions to Offerors—Commercial Items (Nov 2007)

52.212-3 Offeror Representations and Certifications—Commercial Items (Nov 2007)

52.212-4 Contract Terms and Conditions—Commercial Items (Feb 2007)



52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (Feb 2008)

52.204-9 Personal Identity Verification of Contractor Personnel (Sept 2007)

52.217-7 Option for Increased Quantity—Separately Priced Line Item (Mar 1989)

DIAR	POSTAWARD USE & DISCLOSURE OF PROPOSAL	APRIL
1452.215-71	INFORMATION	1984

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

(1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.

(2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."

(b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:

"The information specifically identified on pages _____ of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract."

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:

"This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal."



(d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

(e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

(End of provision)

52.217-08 OPTION TO EXTEND SERVICES

NOVEMBER 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 2 weeks.

(End of clause)

1452.210-70 Brand Name or Equal -- DEPARTMENT OF THE INTERIOR (JUL 1996)

(a) The definition for "brand name" includes identification of products by make and model.



(b) The Government has affixed the term "brand name or equal" to one or more requirements in this solicitation. Such description is intended to provide an example of the quality and characteristics the Government deems satisfactory to fulfill this requirement. Unless the bidder/offeror clearly indicates in its bid or proposal that it is offering an "equal" product, the bid/offer will be assumed to offer the brand name product referenced in this solicitation.

(c)(1) Bidders/offerors may offer "equal" products (including products of the brand name manufacturer other than the one described by brand name) if such products are clearly identified in the bids or proposals. The evaluation of bids or proposals and the determination as to equality of the product offered will be based on information furnished or identified by the bidder/offeror in its bid or proposal. The Contracting Officer is not responsible for locating or securing information which is not identified in the bid or proposal. Each bidder and offeror shall furnish as a part of its bid or proposal all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the Contracting Officer to:

1. establish exactly what the bidder/offeror proposes to furnish.
2. determine whether the product offered meets the salient characteristics required by the solicitation.

(2) If the bidder/offeror proposes to modify a product to make it conform to the requirements of the solicitation, the bid or proposal should contain a clear description of the proposed modification and clearly mark the descriptive material to show the proposed modification.

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

(End of provision)

Sincerely,

Alexis Williams
Contracting Officer
Fax: 202-208-4956