

TABLE OF CONTENTS

I. STATEMENT OF WORK

- A. Introduction
- B. Background
- C. Scope of Work
- D. Period of Performance
- E. Type of Order/Contract
- F. Place of Performance
- G. Travel and Per Diem
- H. Administrative Requirements
- I. Technical Requirements
- J. VA Electronic Formats
- K. Definitions
- L. Schedule for Deliverables
- M. Formal Acceptance or Rejection of Deliverables
- N. Performance Requirements
- O. Reporting Requirements
- P. Changes to the Statement of Work
- Q. Order Administration
- R. Contractor Personnel Requirements
- S. Physical Security and Safety Requirements
- T. Confidentiality, Non-Disclosure and Proprietary Information
- U. Invoicing
- V. Clauses, Terms and Conditions

I. STATEMENT OF WORK

A. Introduction:

The purpose of the Energy Assessment (EA) is to assist the Department of Veterans Affairs (VA) in identifying and analyzing energy and water conservation measures (ECMs) for potential investment.

B. Background:

VISN 3 is requesting verification of its consumption and commodity information, making modifications if necessary to establish a status quo baseline. VISN 3 requires the development of a status quo baseline based upon industry best practices and recommended changes among applicable energy and water rates and tariffs. VISN 3 is seeking short- and long-term commodity acquisition and energy/water investment plans based on clear analysis, well-supported recommendations, and prioritization of ECMs identified. These plans will recommend ECMs to address energy and water deficiencies/needs, and capture potential energy and water conservation and cost savings opportunities as identified through the EA.

C. Scope of Work:

There are a total of 9 VA Medical Centers and 4 National Cemeteries located in the VA New York/New Jersey Veterans Healthcare Network, also known as Veterans Integrated Service Network (VISN) 3. In order to develop ECM investment initiatives, VA needs a contractor to:

- 1) Evaluate its status quo energy and water consumption and commodity purchasing practices and applicable rates and tariffs;
- 2) Confirm or recommend revision to its current energy and water consumption and cost baseline based upon best practices by industry standards and applicable rates and tariffs; and
- 3) Develop conservation investment initiatives for moving VA from its verified or adjusted status quo baseline to a state of improved energy and water efficiency

The requested EA is comprised of Phase I (commodities study and baseline formulation) and Phase II (energy audit) with an optional Phase III (development of a detailed technical site data package). Phases I and II together represent an in-depth energy audit and initial investigation of re-/retro-commissioning of VA facilities in VISN that identifies energy and water deficiencies/inefficiencies and needs and potential energy and water conservation and cost saving opportunities. (See Attachment C for Site Locations)

Phase II is completed when the VISN, with contractor support, identifies the set of ECMs it wishes to implement and the contractor provides the key features of that package

This is a list of some but not all key features:

1. Costs and Savings
2. Payback Period
3. Recommended Measurement and Verification (M&V)
4. Recommended Measurement and Verification (M&V) Approach

In the Phase III optional task, the contractor may be asked to prepare a technical site data package to be incorporated with an ESPC competitive procurement specification, which will be in conformance with all federal practices and standards, for a future solicitation to contractors that will seek implementation of the selected ECM package.

As a requirement of this statement of work, the EA shall comply with all applicable requirements of Federal law, regulations, and executive orders, including the Energy Independence and Security Act of 2007; Energy Policy Act of 2005; Executive Order 13423 (January 2007) and Implementing Instructions (April 2007); VA self-established requirements and agreements with other departments,

industry, and/or organizations; and with the state, local or territorial environmental laws and regulations properly applicable to federal entities. Environmental requirements may encompass issues related to restoration, remediation of contaminated sites, pollution prevention, water and air management, energy conservation efficiency management, and protection of cultural and natural resources.

D. Period of Performance: The base period of performance will be 120 calendar days from the notice to proceed date with one (1) optional task that will add (IF EXERCISED) an additional 75 calendar days to the periods of performance. Options will be exercised at the discretion of the government

E. Type of Order/Contract: Firm Fixed Price

F. Place of Performance: The primary place of performance will be at the contractor's site with occasional travel to sites listed in this SOW.

G. Travel and Per Diem:

It is anticipated that the contractor will have to make at least one trip to all of the sites listed in this SOW.

Occasional travel may be required. The VA PM and COTR must approve all travel requirements/requests before travel begins. Travel and per diem expenses will be reimbursed on an actual expenditures basis in accordance with Federal Travel Regulations and FAR 31.205-46. In order to be reimbursed for travel, the contractor shall submit supporting documentation as required by Federal Travel Regulations with invoices. Federal Travel Regulations require receipts for travel expenditures of \$75.00 or more. Expenses for subsistence and lodging will be reimbursed to the contractor only to the extent where an overnight stay is necessary and authorized by Federal Travel Regulations in effect at the time of the stay for the specific location.

Additional information can be found at:

<http://www.gsa.gov/Portal/gsa/ep/channelView.do?pageTypeId=8199&channelPage=%2Fep%2Fchannel%2FgsaOverview.jsp&channelId=-14863> – Chapter 301

H. Administrative Requirements:

1. The contractor shall hold a Project Kick-Off Meeting with a project advisory group comprised of key stakeholders and subject matter experts (SMEs) to be identified by the VA PM. The contractor shall schedule the Kick-Off Meeting to be held within ten (10) business days after contract award or as agreed upon between the VA PM and contractor. At the Kick-Off Meeting, the contractor shall present the details of its intended approach, work plan, and project schedule including deliverable dates.

I. Technical Requirements:

The Energy Assessment initiative will be performed in the following three phases (the first two – Phases I and II - are required, and Phase III is an optional task that may or may not be exercised by the government).

ITEM 1

Phase I

The contractor will develop or confirm a detailed energy and water baseline, and develop short- and long-term commodity acquisition recommendations and plans. The energy and water baselines shall

include but not be limited to use of the EPA Energy Star Portfolio Manager Program and VISN Service Support Center (VSSC) database consumption and cost data. Consumption data including energy and water commodity used at the facility during the most recent three year period is required in support of this data analysis. All of the above information will be submitted by the contractor, in written format, hard copies and pdf file. An example of the format can be obtained from the VA National energy Business Center (VA-NEBC).

Phase I: Baseline Verification

The contractor will establish an initial energy and water (including sewer) baseline and provide short- and long-term commodity acquisition recommendations and plans. The contractor shall acquire and verify tariff rate schedule information, baseline consumption, energy, and water/sewer conservation measures already implemented and operating, along with other relevant data. The contractor will use this information to formulate a short-term commodity acquisition strategy. Based upon the results of this short-term strategy, contractor will establish a new status quo energy and water/sewer cost and consumption baseline. For a long-term commodity acquisition strategy, the contractor will provide a suggested methodology to conduct a future pro forma baseline. With this methodology, the contractor will provide a recommended long-term pro forma best practices energy efficient baseline that would amend VA's current or revised status quo baseline in the future through such practices as consolidation and/or bundling of facilities within the VISN. The contractor will define "pro forma" and "status quo" as it will be used in the context of this contract.

Tasks required in Phase I shall include; but are not limited to the following:

1. Acquire and verify applicable tariff/rate schedule information.
2. In consultation with VISN, Cemetery and facility personnel, obtain each facility's energy, water and sewer billing data, ensuring coverage of all of the energy and water commodities consumed and costs incurred.
3. Examine utility bills for the past three years and establish base year consumption and costs for each fuel type consumed by the facility (e.g., electricity, natural gas, fuel oil, steam, propane), for potable water and irrigation systems, and for sewer. Base year consumption should include consumption types in terms of units consumed, related dollar costs, and related building use and functions. If non-metered renewably generated energy is produced and consumed on-site, include estimates of amounts consumed.
4. Normalize baseline data collected for variability in weather conditions, and present consumption and cost data on a per-square-foot and per-consumption-unit basis as well as totals.
5. Describe the process used to determine the base year cost and consumption (e.g., averaging over three years, selecting most representative contiguous 12 months).
6. Consult with facility personnel to account for any anomalous schedule or operating conditions that may be skewing the base year consumption and cost representation.
7. In calculating the baseline, account for periods of time when equipment was broken or malfunctioning.
8. State how future plans, i.e. building renovations, consolidations for the facility's buildings may affect the baseline energy and water/sewer usage, and how the baseline will be adjusted to reflect these impacts.
9. List factors that influence energy and water/sewer consumption, such as cooling degree days, heating degree days, square footage changes, changes to operating hours, or occupancy rate.
10. Methodology to develop pro forma baseline based upon best practices.
11. Pro forma baseline that reflects execution of best practices.

Phase I Deliverables (due within 60 calendar days after issuance of contract Notice to proceed):

Phase I report shall include; but are not limited to the following:

1. Establishment of detailed energy and water/sewer consumption and cost baseline.

2. Contractor-developed methodology for creating pro forma baseline based upon best practices.
3. Pro-forma baseline reflecting execution of best practices.
4. Short- and long-term commodity acquisition plans based upon federal standards.
5. Submit deliverables (report) electronically, along with one bound copy, to the VA Contracting Officer (CO) and the Contracting Officers Technical Representative (COTR), or as otherwise specified in the contract.

ITEM 1.1

Phase II

The contractor will perform an initial energy assessment (audit), including an initial investigation of re-/retro-commissioning, that identifies, describes, analyzes, evaluates, recommends and prioritizes energy and water/sewer conservation measures (ECMs). The contractor shall make specific, detailed recommendations regarding implementation of VA's preferred M&V option for each ECM. The Contractor will also support and provide expert guidance to the VISN in selecting and assembling a package of ECMs for VA investment, and will provide the final package selected including key features. All of the above information will be submitted by the contractor, in written format, hard copies and pdf file. An example of the format can be obtained from the VA-NEBC.

Phase II: Energy Examination Study

The contractor will provide the suggested methodology for conducting the Phase II Energy Examination Study within 14 calendar days after the Notice to Proceed, in writing, to the VA Contracting Officer. This methodology will detail how the contractor will examine the operation of buildings and systems, the condition of the building envelope, the operation of all energy- and water-consuming equipment, utilities infrastructure and systems, and how contractor will perform initial investigation portion of re-/retro-commissioning. During the study, the contractor will assess and determine the feasibility or potential for energy and water/sewer conservation measures, renewable energy measures, and combined cooling, heating and power/cogeneration technologies that are lifecycle cost-effective. The contractor will identify energy and water/sewer deficiencies, energy and water/sewer needs, potential ECMs within the examined facilities, and recommended M&V approach for each ECM. The contractor will create a prioritized list of potential investments, using a decision matrix that addresses both short- and long-term investment opportunities. The contractor will also contact the VA-NEBC requesting any results that might be available for preliminary screenings recently performed at some or all of the facilities covered in this energy assessment. The decision matrix and process will be clearly defined and presented. The Energy Assessment Report will be provided within 120 calendar days after a Notice to Proceed is issued, and will be based upon return on investment and cost savings analysis.

Phase II Deliverables (due within 120 calendar days after issuance of contract Notice to Proceed unless noted otherwise):

1. **Written methodology for Phase II Energy Examination Study**, using federal standards (no more than 14 calendar days after NTP).
2. **Energy assessment report.**
Contents for this deliverable shall include but not limited to the following:
 - a. Executive summary
 - b. Background/introduction
 - c. Existing conditions. Include campus layout, energy and water/sewer usage and cost, and building envelope description.
 - d. Initial investigation portion of re-/retro-commissioning. For the components listed below, this investigation shall include:

- i. Screening of building systems and equipment conditions
 - ii. Analysis of building plans and equipments
 - iii. Data collection with necessary data logger installation and measurement
 - iv. Calculation of annual energy use and savings for commissioning ECMs
 - v. Determination of optimal operations for each of the following components
- e. Contractor shall address the following components:
 - i. Lighting system: Measure and ensure proper light levels, calibrate lighting controls
 - ii. Controls: Test sensors (thermostats, humidistats, etc) calibrated, test dampers and valves, determine if equipment schedules reflect occupancy schedules and seasonal changes, and determine any leakage for pneumatic control system.
 - iii. Testing and balancing: Verify or identify problems for the current condition of the system, and ensure the system provides proper indoor air quality. Air system flow rates (including supply, return, exhaust, and outside air flow) for air system, water flow rates for water system (including chillers, condensers, boilers, primary and/or secondary loops, heating/cooling coils), control settings, fan and pump speeds and pressures to be compared with design documents.
 - iv. Heating and Cooling System – check the heating/cooling coil conditions and discharge temperatures, air/water filters, and air path clean. Check Chiller and boiler set points, tube condition, part load conditions, coils and steam trap conditions.
 - v. For equipment at the end of expected service life or with major problems, the contractor shall not perform commissioning
- f. ECM evaluations shall include but are not limited to:
 - i. ECM description
 - ii. Evaluation method
 - iii. Estimated cost to implement, estimated energy and water/sewer cost savings (using simple computer energy simulation method if applicable), and estimated operations and maintenance savings
 - iv. Detailed recommended M&V approach and cost to implement
 - v. Findings and recommendations based on analysis, with methodology and all supporting calculations and assumptions used to estimate costs and savings (details must be included in appendices)
- g. ECMs examined shall include but are not limited to:
 - i. HVAC system modifications, including power factor correction approaches
 - ii. Campus-wide systems including re-/retro-commissioning
 - iii. Lighting upgrades, daylight harvesting and controls including all outdoor lighting
 - iv. Water system modifications, including low gallon-per-minute and/or dual flush toilets and urinals
 - v. Water-efficient cooling tower water systems
 - vi. Steam, hot water and chilled water equipment and distribution system modifications

- vii.** Air compressors, air distribution systems, and opportunities for heat recovery from air compressors
- viii.** Peak shaving systems and techniques.

h. Identify ECM M&V Method shall include but are not limited to:

- i.** Estimated costs for each ECM
- ii.** Measurement Periods
- iii.** Calculation/Simulation Method
- iv.** Accuracy of the Measurement

i. Preliminary evaluation of cogeneration/combined cooling, heating and power (CCHP) system feasibility: Provide a site-specific analysis and evaluation of application potential using spark spread, thermal/electric ratio, and other applicable methods. If any of the screening methods applied is favorable for CCHP/cogeneration, provide a simplified energy simulation and a life-cycle cost analysis for the system.

Simplified Energy Simulation and Life-Cycle Cost Analysis shall include but is not limited to:

- i.** Simplified energy simulation
- ii.** Regulatory and environmental requirements
- iii.** Potentially available incentives
- iv.** Recommended capacities of system components (generator, HRSG, absorption chiller)
- v.** Life cycle cost analysis for the system, including simple payback, net present value, and internal rate of return
- vi.** Sensitivity analysis
- vii.** Opportunities for alternative financing methods (ESPC, UESC, EUL). Analysis and evaluation must be sufficiently detailed to support a go/no-go decision for performing future detailed feasibility assessment.

j. Identification and evaluation of potential alternative renewable energy resources and on-site renewably-fueled technologies.

Alternative renewable energy resources and technologies should include but not be limited to the following:

- i.** Geothermal energy (direct geothermal, ground source heat pump)
- ii.** Solar energy (photovoltaic, solar thermal, solar concentrating)
- iii.** Wind (large wind mills, small wind turbines)
- iv.** Bio-fuel used to fuel existing boilers, reciprocating engines, turbines and other applicable equipment
- v.** Methane from wastewater treatment plants or nearby landfills

k. Prioritized list of investments, identifying energy and water/sewer deficiencies and conservation opportunities, recommended M&V approach, and ranking ECMs based upon return on investment, payback and other appropriate metrics. Prioritization methodology and process to be clearly documented and applied. The prioritized list in the Phase II deliverable will be by each facility and a second list will be all prioritized investment recommendations within the VISN.

Appendices containing detailed information shall include but is not limited to:

- i.** monthly electrical, steam, and chilled water demand profiles
- ii.** Installation cost break-downs
- iii.** Energy simulation assumptions, summaries, calculations and supporting information

- iv. All calculations and supporting information for ECM evaluations, including estimated baseline consumption and cost, and estimated post-installation consumption and cost, showing all energy, water and sewer savings in units and dollars
 - v. Steam trap and other test results.
3. **Phase II methodology and Phase II EA report** shall be submitted electronically along with one bound copy, and one CD to the VA Contracting Officer (CO) and the Contracting Officers Technical Representative (COTR), or as otherwise specified in the contract.
4. **Phase II ECM package.** Contractor will, at the direction of COTR, provide analyses of proposed ECM investment packages, providing expert technical assistance and insight as the VISN seeks to assemble an optimal investment package. Analyses to include estimated costs and savings of each selected ECM; M&V method and estimated M&V cost for each ECM; estimated financing costs; overall package characteristics including simple payback period assuming VA uses direct funding to implement; and overall package characteristics assuming that VA utilizes alternative financing to implement. This package will also include a technical proposal and price quotation for Phase III (see details below in Phase III description). A sample format will be provided by the VA-NEBC.
5. **VA Phase II Energy Assessments**
Energy and Water/Sewer Conservation Measures Deliverable Requirements
- a. The following table outlines the information on energy and water/sewer conservation measures required from the Phase II energy assessment contractor. It also lists the M&V method that VA prefers for each type of ECM, upon which the contractor is to base its detailed recommended M&V approach.

Heating, Ventilation and Air Conditioning (HVAC) Modifications

ECM Type Scope of Work Definition/ Minimum Information Required	Energy Savings Analysis Documentation	VA Preferred M&V Method
High Efficiency Electric Motors Location, size, age, equipment served, type of existing motor, and voltage and phase.	- Hours of operation - Improvement in efficiency - Electrical energy saved (kWh)	Short-Term Measurement and Calculations
Constant Volume Air Handling Unit Conversion to Variable Air Volume (VAV) ■ Location, capacities of supply return and/or exhaust fan(s), cooling coil capacity, heating coil capacity, condition of dampers and damper operators, age of unit, equipment served, type of existing motor, and voltage and phase ■ New modification: VFD size(s); airflow control components ■ Estimated number of zone dampers; VAV terminals; VAV diffusers ■ Describe accessibility of ceiling areas associated with new VAV terminals	- Load profile (number of operating hours at percent load) - Estimated energy saved: Fan brake horsepower; heating energy (Btu/hr); cooling energy (Btu/hr)	Short-Term Measurement and Computer Simulation
Variable Speed Pumping ■ System type; location; capacity of existing pumps ■ Existing sequence of operation ■ Proposed sequence of operation ■ Number and location of differential pressure transmitters ■ Method of variable speed pumping	- Load profile (number of operating hours at percent load) - Estimated energy saved: Fan brake horsepower; heating energy (Btu/hr); cooling energy (Btu/hr)	Short-Term Measurement and Calculations

LIGHTING

ECM Type Scope of Work Definition/ Minimum Information Required	Energy Savings Analysis Documentation	VA Preferred M&V Method
Light Fixture Modifications: Ballast and lamp improvements, new lens and reflectors ▪ Estimated number of fixtures based on field surveys of <i>at least 40%</i> of the occupied areas. ▪ Definition of location, type of fixture and recommended energy improvement(s)	- Hours of operation - Energy saved per fixture (kWh)	Short-Term spot Measurement and Calculation
Light Fixture Replacements ▪ Estimated number of fixtures based on field surveys of <i>at least 40%</i> of the occupied areas. ▪ Definition of location, type of fixture and recommended energy improvement(s)	- Hours of operation - Energy saved per fixture (kWh)	Short-Term spot Measurement and Calculation
Networked Lighting Control: Contactors and relay panels (programmable on – off), daylight controls ▪ Estimated number of circuits to be switched based on field surveys of <i>at least 40%</i> of the occupied areas. ▪ Definition of location, type of fixture and recommended energy improvement(s)	- Hours of operation - Energy saved per controlled circuit (kWh)	Short-Term Measurement and Computer Simulation
Stand Alone Lighting Controls: Room occupancy sensors, room day lighting controls ▪ Estimated number of rooms based on field survey of <i>at least 40%</i> of the occupied areas. Definition of location, type of control(s)	- Hours of operation - Energy saved per room (kWh)	Short-Term Measurement and Computer Simulation
Outdoor Lighting: Parking garage, parking lots, security lighting and flagpoles ▪ Definition of location, type of fixture and recommended energy improvement(s) to include solar power opportunities	- Hours of operation - Energy saved per room (kWh)	Short-Term Measurement and Computer Simulation

STEAM/HOT WATER/CHILLED WATER EQUIPMENT & SYSTEMS

ECM Type Scope of Work Definition/ Minimum Information Required	Energy Savings Analysis Documentation	VA Preferred M&V Method
Steam Trap Replacement and /or Repairs <ul style="list-style-type: none"> ▪ Estimated number of traps to be replaced or re-built based on field surveys of <u>at least 40%</u> of the installed traps. ▪ Location, size, age, equipment served, type of steam trap, and steam pressure. ▪ Identify estimate of leak (s) based on analysis of make-up water versus condensate returned 	<ul style="list-style-type: none"> - Hours of operation of heating equipment served - Btu/hr saved per trap 	Short-Term Measurement and Calculation
Install High Efficiency Hot Water Generators in Buildings – Disconnect from central steam system <ul style="list-style-type: none"> ▪ Description of existing and proposed system modifications ▪ Outline specifications for new major equipment ▪ Schematic flow diagrams 	<ul style="list-style-type: none"> - Based on a metered or assumed load profile baseline – indicate energy saved (Btu /hr). List all assumptions. 	Sub-metering of hot water and Computer Simulation
Boiler Economizer Installation/Repair Description of new installation; location of boiler(s); size/capacity of economizer components	<ul style="list-style-type: none"> - Hours of operation of heating equipment served - Btu/hr saved per economizer 	Short-Term Measurement and Computer Simulation
Boiler Burner Upgrade - Combustion Controls - Draft Controls <ul style="list-style-type: none"> ▪ Description of existing and new installations ▪ Location of boiler(s) ▪ Type, efficiency and features of burner and control products 	<ul style="list-style-type: none"> - Hours of operation of heating equipment served - Btu/hr saved per upgrade 	Short-Term Measurement and Computer Simulation
Insulation Repair <ul style="list-style-type: none"> ▪ Definition of pipe, duct, or equipment insulation ▪ Description of existing and new, location and overall scope 	<ul style="list-style-type: none"> - Btus saved per year (list all assumptions) 	Stipulation
Major Equipment Replacements (boilers, chillers, cooling towers, other): Variable speed chillers, engine-driven chillers <ul style="list-style-type: none"> ▪ Description of existing and proposed system modifications ▪ Outline specifications for new major equipment ▪ Schematic flow diagrams 	<ul style="list-style-type: none"> - Based on a metered or assumed load profile baseline, indicate energy saved (Btu /hr). List all assumptions. - Include heat recovery for engine-driven chillers. 	Sub-metering of power, CHW and/or HW is recommended to obtain a seasonal load profile baseline.

MISCELLANEOUS SYSTEMS

ECM Type Scope of Work Definition/ Minimum Information Required	Energy Savings Analysis Documentation	VA Preferred M&V Method
Renewable Energy Projects: Solar (photovoltaic, thermal, solar concentrator) · Wind (small wind turbines, wind mills) · Geo-thermal (direct geo-thermal, ground source heat pumps) Bio-fuel (e.g., biomass, biodiesel) <ul style="list-style-type: none"> ▪ Description of existing and proposed system modifications ▪ Location of new equipment installations (with approval of facility staff) ▪ Outline specifications for new major equipment ▪ Schematic flow diagrams (as required) ▪ Feasibility of using bio-diesel for existing boilers 	<ul style="list-style-type: none"> - Source energy saved (kWh or therms) - List operational and installation assumptions 	Sub-meter
Heat Recovery System: Air-to-air heat wheel; heat pipe/ desiccant dehumidification; water-to-water heat pump <ul style="list-style-type: none"> ▪ Location, capacities of supply return and/or exhaust fan(s) ▪ Cooling coil capacity, heating coil capacity ▪ Condition of dampers and damper operators ▪ Age of unit, equipment served, type of existing motor, and voltage and phase. ▪ Location of new equipment installations (with approval of facility staff) ▪ Outline specifications for new major equipment ▪ Schematic flow diagrams (as required) 	<ul style="list-style-type: none"> - Load profile (number of operating hours at percent load) - Estimated energy saved: Electrical energy (fan brake horsepower and compressor power); heating energy (Btu/hr); cooling energy (Btu/hr) 	Computer energy model with spot measurement
Thermal Energy Storage (TES) System <ul style="list-style-type: none"> ▪ Description of existing and proposed system modifications ▪ Outline specifications for new equipment ▪ Schematic flow diagrams 	<ul style="list-style-type: none"> - Based on a metered or assumed load profile baseline, indicate energy saved (Btu /hr). List all assumptions. 	Sub-metering of power, CHW and/or HW is recommended to obtain a seasonal and/or annual load profile baseline

MISCELLANEOUS SYSTEMS

ECM Type Scope of Work Definition/ Minimum Information Required	Energy Savings Analysis Documentation	VA Preferred M&V Method
Peak Shaving and Combined Heat and Power (CHP) Less than 100 kW: Microturbines, engine generators, fuel cells <ul style="list-style-type: none"> ▪ Description of existing and proposed system modifications ▪ Outline specifications for new major equipment ▪ Schematic flow diagrams 	<ul style="list-style-type: none"> - Based on a metered or assumed load profile baseline, indicate energy saved (Btu /hr). List all assumptions. - Include heat recovery and develop load profiles. 	Sub-metering of power, CHW, steam and/or HW is recommended to obtain an annual load profile baseline
Air Compressor and Vacuum Pump Improvements: Line leak survey and leak remediation, time-of-day control, air pressure/vacuum pressure set-point scheduling <ul style="list-style-type: none"> ▪ Description of existing and new installations, location of compressor(s) and vacuum pumps; type efficiency and features of control products. ▪ Estimate of leaks (in cfm) 	<ul style="list-style-type: none"> - Hours of operation of equipment served - kWh saved per upgrade 	Short-Term Measurement and Computer Simulation
Replace building self-contained A/C units with chilled and hot water fan coil units or centralized air distribution/air handling units <ul style="list-style-type: none"> ▪ Description of existing and proposed system modifications ▪ Approximate number of self contained units to be replaced. ▪ Outline specifications for new major equipment ▪ Schematic air flow diagrams for central AHU options 	<ul style="list-style-type: none"> - Based on a metered or assumed load profile baseline, indicate energy saved (Btu /hr). List all assumptions (kW/ton for self contained units, etc.) 	Long term building level sub-meter (Spot Measurement and Computer simulation for baseline development)
Building envelope improvements <ul style="list-style-type: none"> ▪ Window replacement ▪ Window films ▪ Additional insulation in walls and roofs 	<ul style="list-style-type: none"> - Btus saved per year (list all assumptions) 	Short-Term Measurement and Computer Simulation

WATER CONSERVATION MEASURE (WCM)

ECM Type Scope of Work Definition/ Minimum Information Required	Energy Savings Analysis Documentation	VA Preferred M&V Method
Replace standard urinals with waterless type <ul style="list-style-type: none"> ▪ Estimated number of fixtures based on field surveys of at least 40% of the occupied areas. ▪ Location, type of fixture and installation issues 	<ul style="list-style-type: none"> - Hours of operation - Water saved per fixture (gpm) 	Stipulation with spot measurement
Replace water closet flush valves with automatic – low water – flush valves <ul style="list-style-type: none"> ▪ Estimated number of fixtures based on field surveys of at least 40% of the occupied areas. ▪ Location, type of fixture and installation issues 	<ul style="list-style-type: none"> - Hours of operation - Water saved per fixture (gpm) 	Stipulation with spot measurement
Install optical sensors at sink faucets <ul style="list-style-type: none"> ▪ Estimated number of faucets based on field surveys of <u>at least 40%</u> of the occupied areas. ▪ Location and type of faucet 	<ul style="list-style-type: none"> - Hours of operation - Water saved per fixture (gpm) 	Stipulation with spot measurement
Flow restrictors on showers <ul style="list-style-type: none"> ▪ Estimated number of faucets based on field surveys of <u>at least 40%</u> of the occupied areas. Location and type of shower. 	<ul style="list-style-type: none"> - Number of showers per day - Water saved per fixture (gpm) 	Stipulation with spot measurement
Install water meter for cooling tower and irrigation system <ul style="list-style-type: none"> ▪ Water meter size(s); location and remote monitoring specifications if required 	<ul style="list-style-type: none"> - Water revenue saved 	
Route condensate from air handling unit cooling coils to cooling tower basin <ul style="list-style-type: none"> ▪ Description of piping modifications, condensate return units and other accessories required. 	<ul style="list-style-type: none"> - Cooling tower make-up water saved (gals/day; gals/yr) 	Stipulation with spot measurement
Landscape with drought resistant plants <ul style="list-style-type: none"> ▪ Location; plant types and quantities 	<ul style="list-style-type: none"> - Irrigation water saved (gpm) per year 	Stipulation with spot measurement
Retrofit plant and shrub irrigation to drip type <ul style="list-style-type: none"> ▪ Location and areas to be served 	<ul style="list-style-type: none"> - Estimated irrigation water quantity saved (gpm) per year 	Stipulation with spot measurement
Cooling tower chemical treatment blow-down water recovery and sand filter / separator backwash water recovery <ul style="list-style-type: none"> ▪ Description of existing and proposed system modifications ▪ Outline specifications for new major equipment ▪ Schematic flow diagrams 	<ul style="list-style-type: none"> - Number of backwashes/blown down per week - Gallons of water saved 	Stipulation with spot measurement
Elimination of single pass cooling systems and/or reuse exiting water for other processes.	<ul style="list-style-type: none"> - Estimated water quantity saved (gpm) per year 	Short-Term Measurement and Computer Simulation
Replace/modify process equipment to use	<ul style="list-style-type: none"> - Estimated water quantity 	Stipulation with spot

ECM Type Scope of Work Definition/ Minimum Information Required	Energy Savings Analysis Documentation	VA Preferred M&V Method
less water (ice machines, water purification systems, sterilizers, etc.)	saved (gpm) pr year	measurement

ITEM A1

Phase III: Post-EA Work - ECM Implementation Activity (Optional Task #1)

The VA may, after completion of Phase II, require the Contractor to perform an additional task. The VA National Energy Business Center (NEBC) will identify ECM's from Phase II that will be further analyzed in Phase III. If the additional task is exercised the VA Contracting Officer will notify the Contractor in writing prior to the end of the original POP of the VA's intent to do so. The VA NEBC will identify ECMs that are to be analyzed under this additional task. Once the contractor has received the "VA NEBC Identified ECMs" and Contract Modification from the VA Contracting Officer the Contractor will have 75 calendar days to provide the final report.

The contractor will first be required to assemble the information collected in the VA EA into a detailed technical description to be used as the basis for a solicitation for either a DOE ESPC/Delivery Order RFP, GSA Area-wide Contract, GSA Federal Supply Schedule, or applicable VA program, including Major Construction, Minor Construction, Non-Recurring Maintenance, and Enhanced-Use Leasing with selected Energy Savings Initiatives (ESI). The technical description is referred to as a "VA **Site Data Package**" (SDP) and will be submitted in a downloadable Excel spreadsheet. This format will allow for organization of information in spreadsheets with four levels of organization defined, entire facility; building; energy/water/sewer consuming system; and components. Where possible, the spreadsheets should contain logical links between the various levels. For example, energy use information at the component level should sum to the energy-consuming system level. Similarly, the energy use of all of the buildings in a facility should sum up to and display on the whole facility page. The contractor shall also provide a detailed **Work Breakdown Structure** (WBS) of the **VA SDP** and must be submitted electronically as a MS Word document. The **WBS** organizes the same information / data that was developed and used for the **VA SDP**. The **WBS** organizes and focuses the **VA SDP** information and data into a document that is geared toward ECM implementation through strategic planning and acquisition.

The contractor shall supplement the SDP by collecting and converting to electronic format documents such as site maps, central boiler/chiller plant mechanical and electrical drawings, utility infrastructure, and other information that will provide potential bidders with important information for ECM scoping and pricing.

Phase III Deliverables (due within 75 calendar days of VA's notification to proceed with selected ECMs):

1. VA Site Data Package (SDP)

Detailed technical description including but not limited to the following:

- a. List of the energy and water/sewer deficiencies, needs and ECMs proposed for each building at each VA facility. A sample format to be used for this report will be provided by the VA-NEBC. The format will include building number, cost to accomplish ECM, detailed M&V method, M&V cost to accomplish, verified energy/water/sewer consumption baseline and guaranteed consumption savings, and verified energy/water/sewer baseline cost and estimated cost savings.
- b. Discussion of each energy/water/sewer deficiency, need and proposed ECM that includes an equipment and technical description, detailed information about the estimated savings for each ECM, the estimated cost to implement each ECM, proposed M&V plan and associated costs; O&M impact of the ECM; design criteria; and other considerations relevant for potential bidders. . A sample format to be used for this report will be provided by the VA-NEBC.
- c. Cost estimate for the entire project. At a minimum, the cost proposal will provide the total cost per ECM, including design, project management, labor, and material. A

sample format to be used for this report will be provided by the VA-NEBC. Cash flow analysis that at a minimum includes energy savings, O&M savings, annual financial cost, and any positive cash flow to the VA. A sample format to be used for this report will be provided by the VA-NEBC.

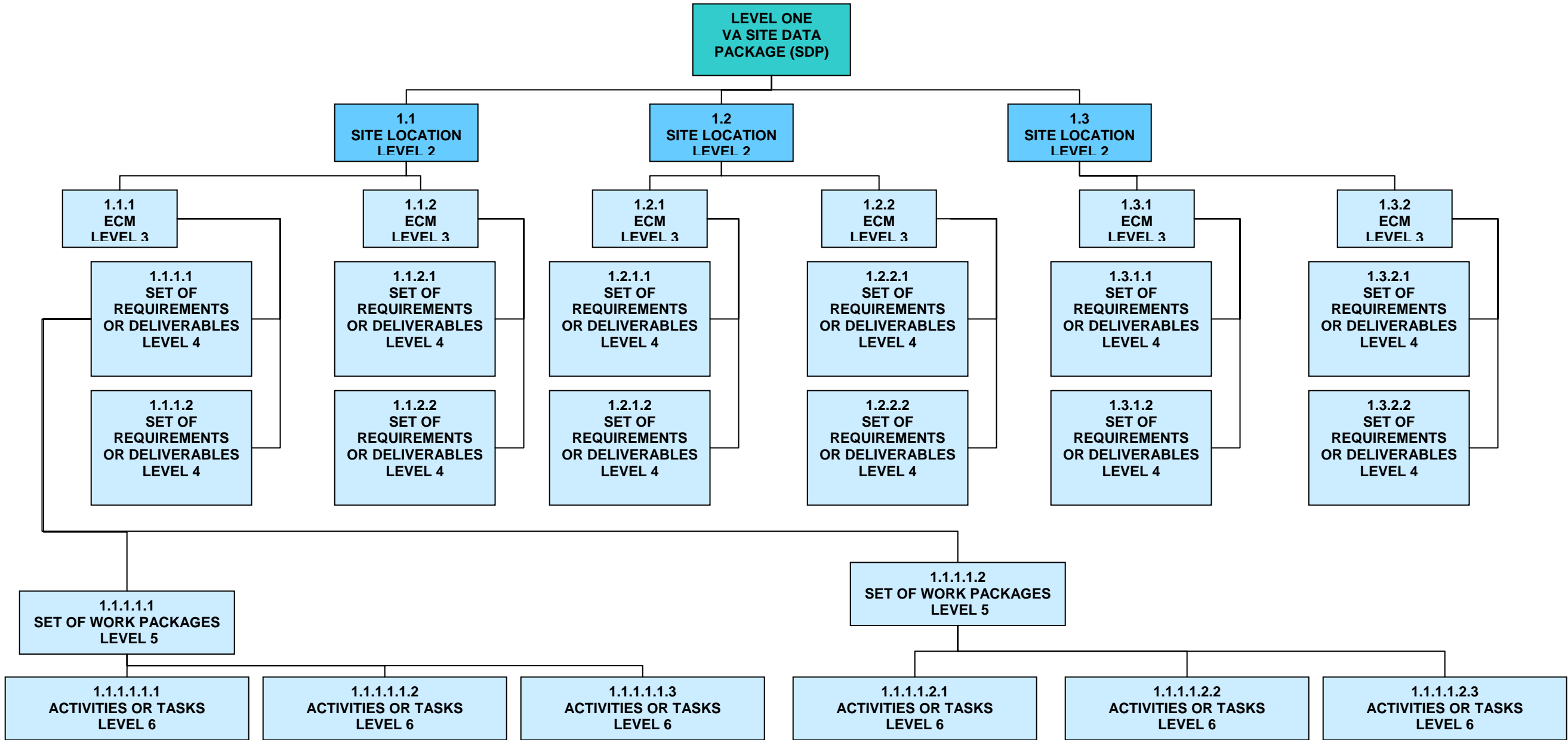
- d. A proposed implementation strategy that at a minimum includes a milestone schedule, operation and maintenance plan, and training plan.
 - e. Any proposed use of sub-metering or any other method of monitoring for measurement and verification. Include costs to accomplish any proposed use of metering. Proposed metering devices and accessories will be types compatible with all remote monitoring sources. Meters, e.g. recording and/or transmitting “smart” meters or standard meters, shall be specified based on the specific needs of the sub-metering site.
2. Detailed **Work Breakdown Structure (WBS)** of the VA **Site Data Package (SDP)**. The **WBS** shall take all of the requirements and deliverables that must be executed in order to implement all of the ECMs from the VA **SDP** and break them down into a deliverable-oriented hierarchical decomposition of the work identified in the VA **SDP**.

The Contractor developed **WBS** shall include the following:

- a. **Level 1** is the **VA Site Data Package (SDP)**
- b. **Level 2** shall be organize and broken-down by **Site Locations** and individually listed under the **Level 1 SDP**
- c. **Level 3** shall identify each **ECM** and must individually list each **ECM** under the corresponding **Level 2 Site Location**.
- d. **Level 4** shall breakdown each **Level 3 ECM** into **Sets of Requirements or Deliverables** and each **Set of Requirements or Deliverables** must be listed individually under the corresponding **Level 3 ECM**
 - i. The **SDP** developed **Sets of Requirements or Deliverables** for each of the ECMs in Phase III.
 - ii. A **Set of Requirements or Deliverables** must include all the information, alternative approaches, life cycle costs, and any other aspect that would affect the implementation of each **ECM**.
 - 1. **Set of Requirements or Deliverables must have COMPLETENESS:** The Set of Requirements or Deliverables is complete and does not need further requirements. The requirements address all categories and cover all aspects of implementation for each **ECM** listed in the **SDP**.
 - 2. **Set of Requirements or Deliverables must have CONSISTENCY:** The Set of Requirements or Deliverables do not include some requirements or deliverables that contradict other requirements or deliverables identified in the **SDP**
- e. **Level 5** shall breakdown each of the **Level 4 Sets of Requirements or Deliverables** into constituent components or sub-deliverables called **Work Packages**. Each **Work Packages** must be individually listed under the corresponding **Level 4 Set of Requirements or Deliverables**.
 - i. **Work Packages** are a main component, requirement, or deliverable that can be broken down into a list of activates or tasks that can be measured, scheduled, and budgeted.
- f. **Level 6** shall be the lowest level of the **WBS** and shall be a list of **Activities or Tasks** that are necessary to produce the main component, requirement, or deliverable identified in each of the **Level 5 Work Packages**. Each **Activity or Task** must be listed under the corresponding **Level 5 Work Packages**.
 - i. Each **Activity or Task** shall provide enough written detailed information to describe the lowest level of effort required to accomplish; to bring to its goal or conclusion; carry out; perform; construct; or finish the correlating component, requirement or deliverable.

- g.** The Contractor shall use the Worksheet Format Example (2) to organize the Work Breakdown Structure (WBS)
 - a.** The Contractor shall change and organize columns, rows, and data fields as appropriate to accurately reflect the required data for implementation, acquisition, and solicitation of ECMs from the contractor developed **VA SDP**.
 - b.** Example (1) is only provided as a reference and is not required for delivery.

EXAMPLE (1) ORGANIZATIONAL CHART FORMAT WORK BREAKDOWN STRUCTURE (WBS)



EXAMPLE (2) WORKSHEET FORMAT WORK BREAKDOWN STRUCTURE (WBS)

ID	WBS	Name	Description	Include (Completion Criteria)	Complexity	Estimated Effort	Skill Required	Dependency
1	1.0	VA SITE DATA PACKAGE	(SDP)					
2	1.1	SITE LOCATION						
3	1.1.1	ECM						
4	1.1.1.1	SET OF REQUIREMENTS OR DELIVERABLES						
5	1.1.1.1.1	WORK PACKAGES						
6	1.1.1.1.1.1	TASKS						
6	1.1.1.1.1.2	TASKS						
8	1.1.1.1.1.3	TASKS						
9	1.1.1.2	SET OF REQUIREMENTS OR DELIVERABLES						
10	1.1.1.1.2	WORK PACKAGES						
11	1.1.1.1.2.1	TASKS						
12	1.1.1.1.2.2	TASKS						
13	1.1.1.1.2.3	TASKS						
14	1.1.2	ECM						
15	1.1.2.1	SET OF REQUIREMENTS OR DELIVERABLES						
16	1.1.2.2	SET OF REQUIREMENTS OR DELIVERABLES						
17	1.2	SITE LOCATION						
18	1.2.1	ECM						
19	1.2.1.1	SET OF REQUIREMENTS OR DELIVERABLES						
20	1.2.1.2	SET OF REQUIREMENTS OR DELIVERABLES						

3. The VA Site Data Package for soliciting ECM implementation/installation must include durable, reproducible record drawings as necessary of all existing and modified conditions associated with the ECMs, conforming to applicable industry design standards for ECMs and shall be provided in electronic format and shall include but is not limited to the following:
 - a. Architectural drawings
 - b. Mechanical drawings
 - c. Electrical drawings
 - d. Structural drawings
 - e. Controls drawings
 - f. Operating manuals

Note: Contractor must provide this requirement in an electronic format that can be utilized by the local VA Staff. Contractor must coordinate what electronic format type will be used for each deliverable of this task with the VA PM and COTR prior to the start of this effort. **(See VA Electronic Format Section (J) to see a list of commonly used software at most facilities)**

J. VA Electronic Formats:

The following is a list of software commonly used by the VA. This is not a comprehensive list of software but is provide to give the Contractor an idea of what types of software must be used in order to submit documents in an acceptable Electronic Format. The Contractor shall coordinate with the NEBC PM and COTR prior to performance of this contract to establish what types of Electronic Formats are acceptable for all deliverables in this SOW. Acceptable Electronic Formats shall be established during the Kick-Off Meeting (See Administrative Requirements section H) in the beginning of the contract. The Contractor and NEBC PM or COTR will document the agreed upon Acceptable Electronic Formats forward a copy to the VA Contracting Officer to keep on file for the duration of this contract. This list includes but is not limited to the following Electronic Formats:

- 1) **Microsoft Word**
- 2) **Microsoft PowerPoint**
- 3) **Microsoft Excel**
- 4) **Adobe PDF and**
- 5) **AutoCAD 2000**

- I. The recommended CAD software platform is AutoCAD 2000 or AutoCAD LT 2000 by Autodesk, Inc. More recent AutoCAD releases are acceptable, with downwards compatibility to the 2000 release.
- II. Other CAD software platforms may be acceptable if their output files are convertible to .dwg format with an acceptable level of accuracy.
- III. Other CAD software platforms may also be acceptable or required in order to match that currently in use at a particular VISN. The NEBC PM and COTR will choose the particular CAD platform required.

More information about VA CAD software platforms can be found at the following website:
<http://vaww.va.gov/facmgt/standard/cadd/VHACADAppGuide.doc>

K. Definitions:

Energy Assessment: Energy assessments are energy audits as identified within the energy industry through such entities as the Department of Energy, Department of Defense and the General Services Administration energy programs. VA's energy assessments will help identify the most cost-effective projects for implementation.

Energy Conservation Measure (ECM): Any measure that may be implemented to improve the operation and efficiency of a given energy- or water/sewer-consuming device or system without adversely affecting the quality of service provided. Includes any and everything identified as an energy/water/sewer deficiency, energy/water/sewer need or energy/water/sewer conservation measure.

VA Technical Site Data Package: An electronic tool containing all energy, water/sewer, operation and maintenance, re-/retro-commissioning and renewable energy measure information, as well as the desired technical requirements necessary for offerors (e.g., DOE qualified energy savings contractors) to propose an energy savings project.

L. Schedule for Deliverables:

If for any reason, any deliverable cannot be delivered in the required time schedule, the contractor shall provide a written explanation to the Contracting Officer. This written transmittal shall include a firm commitment of when the work shall be completed. This notice to the Contracting Officer shall cite the reasons for the delay, and the impact on the overall project. The Contracting Officer will then review the facts and issue a response in accordance with applicable regulations.

DELIVERABLE	DELIVERABLE DESCRIPTION	DUE DATE
ITEM 1	<u>Baseline Verification Report</u>	60 calendar days after issuance of Notice to Proceed
ITEM 1.1	<u>Energy Examination Study</u>	120 calendar days after issuance of Notice to Proceed
ITEM A1	<u>Post-EA Work - ECM Implementation Activity</u>	75 calendar days after optional tasks one is exercised

M. Formal Acceptance or Rejection of Deliverables:

1. The contractor shall submit to the Program Manager in draft form each deliverable for review and approval. The Program Manager will complete his/her review of the draft deliverable within five (5) business days from date of receipt. The contractor shall have five (5) business days to deliver the final deliverable from date of receipt of the Governments' comments. The contractor shall also provide an electronic copy of all final deliverables to the Contracting Officer's Technical Representative (COTR).
2. The COTR and VA PM have the right to reject services or deliverables that are not acceptable. The COTR or VA PM will forward a notice to the Contractor within (10) business days informing the Contractor of services or deliverables that were found to be unacceptable and will provide explanations as to why the services or deliverables were unacceptable. The Contractor will have (5) business days to correct the services or deliverables so that it complies with the services and deliverables described in this task order. If a dispute or disputes arise between the Contractor, COTR, or VA PM that can not be reasonably resolved the contracting officer will be contacted immediately to resolve the discrepancy.

N. Performance Requirements:

1. There are no critical omissions in the development of reports, documents or functional requirements, which could result in delays in meeting established timelines.
2. There are no omissions in the review and analysis performed by the contractor that result in incorrect or inadequate assumptions, which, in turn, result in unacceptable recommendations.
3. All work is conducted with professionalism and complies with established standards, guidelines, and policies provided to the contractor by the COTR.

4. All written documentation is written in a skilled business style and is free from grammatical and spelling errors.
5. A report must contain full explanations and reflects thorough research.

O. Reporting Requirements:

Monthly Progress Reports (minimum requirements)

1. The contractor shall provide the Program Manager, and COTR with monthly written progress reports in printed hard-copy and electronic form. The Contractor may transmit reports electronically via electronic mail. Electronic mail addresses for Program Manager and COTR shall be exchanged with the Contractor during the start-up meeting to facilitate reporting and other communication between the offices. The COTR has discretion to suspend the requirement for hard copies of progress reports when electronic mail submission alone provides effective and reliable results.
2. Reports should address project status, and not disclose security issues unless transmitted in a secure manner. The progress report shall cover all work completed during the preceding month and shall present the work to be accomplished during the subsequent month. This report shall also identify any problems that arose and a statement explaining how the problem was resolved. This report shall also identify any problems that have arisen but have not been completely resolved with an explanation. The individual program managers retain the right to change reporting period on a case-by-case basis for purposes of managing the work.
3. Reports shall contain, at a minimum, the following:
 - Provide the status of each task and subtask
 - Anticipated completion date of unfinished tasks and deliverables.
 - Specific recommendations
 - Updated Contractor Staff Roster (if there are any changes)
 - Status of background investigations
4. The contractor shall notify Program Manager, COTR and Contracting Officer, in writing, if problems arise adversely impacting the performance of this task order. The COTR serves as the primary point of contact for the contractor.

P. Changes to the Statement of Work:

1. Only the Contracting Officer is authorized to make any changes to this SOW; and the Contracting Officer will authorize such changes only through written correspondence. The Contracting Officer will keep a copy of each change in a project folder along with all other products of the project. The contractor shall bear any and all costs incurred by the contractor through the actions of parties other than the Contracting Officer.
2. Upon award, the Government will provide the contractor with a COTR Appointment Letter stating the COTR's authority and limitations, which must be signed and returned to the Contracting Officer.

Q. Order Administration:

1. After award of the task order, all inquires and correspondence relative to the administration of the task order shall be addressed to the attention of the Contracting Officer:

Greg Watts
Louis Stokes Cleveland VA Medical Center

Cleveland Business Center
10000 Brecksville Road, Bldg. 3, CBC-A
Brecksville, OH 44141
Tel: 440-746-2150
Fax Number: 440-746-2123

2. Contracting Officer's Technical Representative:

TBD

3. VA Program Manager:

TBD

R. Contractor Personnel Requirements:

1. Personnel assigned by the contractor perform the work under this task order shall be acceptable to VA in terms of personal and professional conduct and technical knowledge. Should the assignment to this order of any person by the contractor be deemed to conflict with the interests of VA, or in the event performance is deemed to be unsatisfactory at any time during the life of the task order, the Contracting Officer may notify the contractor and request the person be immediately removed from the assignment. The reason for removal will be documented and a request to receive personnel replacement within three (3) business days of the notification will be made. Replacement personnel qualifications shall be equal to or greater than those of the personnel being replaced. Employment and staffing difficulties will not be justification for failure to meet established schedules.
2. The contractor must notify VA PM and COTR in advance when making a substitution of key personnel and receive approval for the new proposed contractor key personnel for the performance of this contract. The contractor shall submit a resume of qualifications and the Contractor Personnel Change Request form to the VA PM and COTR for all additional direct employees proposed for the project. The VA PM and COTR will approve all contractor employees prior to bringing on duty via Contractor Personnel Change Request Form (Attachment A). If, at any time from date of award to the end of the contract, contractor personnel are no longer available, the VHA will approve the qualifications of proposed replacement personnel and will reject individuals who do not meet the qualifications set forth herein. All contractor employees are subject to immediate removal from performance of this contract when they are involved in a violation of the law, VA security, confidentiality requirements, and/or other disciplinary reasons.
3. The VA will not be liable for further payment of any contractor employee that the VA requires the contractor to remove from the performance of this contract. VA's payment liability, for unsuitable contractor employees, ends five business days after contractor's receipt of "removal request." Regulatory standard of conduct governs all personnel directly and indirectly involved in procurements.

S. Physical Security and Safety Requirements:

1. The contractor and his/her personnel shall follow all federal government policies, standard operating procedures, applicable laws and regulations while on Federal Government property. Violations of VA regulations and policies may result in citation and disciplinary measures for persons violating the law.
2. The contractor and his/her personnel shall wear visible identification at all times while he/she is on the premises.

3. The Government does not provide parking spaces at the work site; the contractor must obtain parking at the work site if needed. It is the responsibility contractor personnel to park in the appropriate designated parking areas. The Government will not invalidate or make reimbursement for the parking violations of contractor personnel under any conditions.
4. Smoking is prohibited inside/outside any building other than the designated smoking areas.
5. Possession of weapons is prohibited.
6. The contractor shall obtain all necessary licenses and/or permits required to perform the work. The contractor shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this order.

T. Confidentiality, Non-Disclosure and Proprietary Information:

1. Contractor personnel will have access to some privileged and confidential materials of the United States Government. These printed and electronic documents are for internal use only, are not to be copied or released without permission, and remain the sole property of the United States Government. Some of these materials are protected by the Privacy Act of 1974 (revised by PL 93-5791) and Title 38. Unauthorized disclosure of Privacy Act or Title 38 covered materials is a criminal offense.
2. The preliminary and final deliverables and all associated working papers, application source code, and other material deemed relevant by VA which have been generated by the Contractor in the performance of this contract are considered "data" as defined in the data rights clause of the contract, FAR 52.227-14. Accordingly, all such data shall be delivered to VA as required by the contract. The Government retains unlimited rights in this data.
3. The CO will be the sole authorized official to release verbally or in writing, any data, the draft deliverables, the final deliverables, or any other written or printed materials pertaining to this contract. The Contractor shall release no information. Any request for information relating to this contract presented to the Contractor shall be submitted to the CO for response.
4. The Contractor recognizes that in the performance of this contract the Contractor may receive or have access to sensitive information, including information provided on a proprietary basis by carriers, equipment manufacturers and other private or public entities. The Contractor agrees to safeguard these privileges and use the information exclusively in the performance of this contract. The Contractor shall follow all Government rules and regulations regarding information security to prevent disclosure of sensitive information to unauthorized individuals or organizations.
5. The Contractor shall limit access to the minimum number of personnel necessary for contract performance for all information considered sensitive or proprietary in nature. If the Contractor is uncertain of the sensitivity of any information obtained during the contract then the Contractor has a responsibility to ask the Government representative.
6. The Contractor shall indoctrinate all personnel employed by the Contractor and any subcontractors involved in this contract on their roles and responsibilities for proper handling and nondisclosure of sensitive Government or proprietary information. Contractor personnel shall not engage in any other action, venture or employment where sensitive information shall be used for the profit of any party other than those furnishing the information.
7. The Contractor shall maintain physical security at all facilities housing the activities under this contract, including any subcontractor facilities. The Contractor shall ensure that security procedures are defined and enforced to ensure all personnel who are provided access to patient data must comply with published procedures to protect the privacy and confidentiality of such information as required by VA.

8. All personnel who are provided access to patient data must comply with published procedures to protect the privacy and confidentiality of such information as required by the Department of Veterans Affairs. Contractor must adhere to the following:
 - a. Controlled access to system and security software and documentation.
 - b. Recording, monitoring, and control of passwords and privileges.
 - c. All terminated employees are denied physical and logical access to all data, program listings, data processing equipment and systems.
 - d. VA, as well as any contractor (or subcontractor) systems used to support testing, provide the capability to cancel immediately all access privileges and authorizations upon employee termination.
 - e. All contractor and Government employees are informed within twenty-four (24) hours of any employee termination.
 - f. Acquisition Sensitive information shall be marked "Acquisition Sensitive" and shall be handled as "For Official Use Only".
 - g. Contractor does not require access to classified data
9. Regulatory standard of conduct governs all personnel directly and indirectly involved in procurements. All personnel engaged in procurement and related activities shall conduct business in a manner above reproach and, except as authorized by statute or regulation, with complete impartiality and with preferential treatment for none. The general rule is to avoid strictly any conflict of interest or even the appearance of a conflict of interest in Government-Contractor relationships.
10. Privacy Act Notification: FAR 52.224-1 – "Privacy Act Notification" and 52.224-2 – "Privacy Act" apply to this contract.
11. The contractor shall follow all Government rules and regulations regarding information security to prevent disclosure of sensitive information to unauthorized individuals or organizations.
12. The contractor shall not divulge or disclose information received and discussed regarding data considered proprietary to other contractors collaborating on or with this project.
13. The contractor may be required to negotiate agreements with commercial system vendors relating to non-disclosure of vendor-proprietary information. If the contractor uses copyright or otherwise licensed software in any deliverable under this order, the contractor must secure unlimited use rights for the government. In addition, the contractor is required to pass all software licenses on to the Government within 30 calendar days after completion of the tasks.

U. Invoicing:

NOTICE TO ALL OFFERS CHANGES TO INVOICING POLICY:

The Financial Services Center (FSC) is working on the implementation of an E-Invoicing OB10 initiative, and during the performance of this contract there may be changes to how this contract is invoiced. **There are costs associated with the use of E-Invoicing OB10 that will be paid by the Offer/Contractor. Offers shall review the FSC's letter and determine if they will need to factor cost of invoicing into their quotes. (FSC's letter is located at this URL):** <http://www.fsc.va.gov/docs/einvoice/eInvoicingNotificationLetter.pdf> More information is available at this website address: <http://www.fsc.va.gov/einvoice.asp>.

THE FOLLOWING IS DIRECTIONS FOR PROCESSING INVOICES UNDER THE CURRENT POLICY. PLEASE NOTE THAT THIS POLICY IS DUE TO CHANGE IN THE NEAR FUTURE.

1. The contractor shall submit invoices monthly in arrears only after satisfactory service has been delivered and accepted for that period by the COTR. Invoices shall specify the monthly billing period, project title, purchase order number, contract number, name of employee, labor rate, travel detail, and any other supporting documentation. Use of other direct costs shall be detailed by the cost categories in the cost quote as part of the background information provided with invoices. All invoices will identify deliverables being completed and/or in progress, employee, labor rate and work accomplished or specific task.
2. The Department of Veterans Affairs Financial Service Center (FSC) is the designated agency office for invoice receipt in accordance with the Prompt Payment Act (5 CFR Part 1315). FSC or its designated representative may contact the vendor to provide specific instructions for electronic submission of invoices. The vendor shall be responsible for any associated expenses. FSC may utilize third-party contractors to facilitate invoice processing. Prior to contact by FSC or its designated representative for electronic invoicing submissions, the vendor shall continue to submit all invoices to FSC at the mailing address below:

Department of Veterans Affairs
 Financial Services Center
 P.O. Box 149971
 Austin, TX 78714-8971

3. Invoices may also be faxed to the Financial Services Center in Austin (512-460-5540/5238). When faxing an invoice, send an electronic copy to vhacioesconsup@med.va.gov. **Do not fax AND mail an invoice, as this may result in an inadvertent duplication and delay payment.**
4. The FSC requires the following information be included on invoices received for payment:

Vendor Name
 Remittance address (address where the payment is to be issued)
 Complete purchase order number (e.g., 776-C12345)
 Itemized description of goods or services, quantity, and unit price
 Total dollar amount of invoice
 Discount or Net terms

5. For any invoices mailed to the above address, you may direct your inquiries to the following toll free number: 1-877-353-9791, or our Vendor website at: <https://www.vis.fsc.va.gov/login.aspx?ReturnUrl=%2fDefault.aspx>.

V. Clauses, Provisions, Terms, and Conditions: All terms, conditions, provisions, and clauses included in the contractor's GSA Federal Supply Schedule Contract apply to this order along with the terms, conditions, provisions, and clauses listed in this SOW.

1. VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984): The contractor shall obtain all necessary licenses and/or permits required to perform this work. The contractor shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. The contractor shall be responsible for any injury to its employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by its employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of wherein tasks are performed. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

2. VAAR 852.270-1, REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008): The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally supervise the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished the contractor.

(End of Provision)

3. VAAR 852.203-70 - COMMERCIAL ADVERTISING (JAN 2008): The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

4. FAR 52.204-9 – PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)

a. The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

b. The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

(End of Clause)

5. FAR 52.217-5– EVALUATION OF OPTIONS JULY 1990): Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

6. FAR 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 order. 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 15 calendar days prior to order expiration.

(End of Clause)

7. FAR 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 five (5) calendar days provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least (5) calendar 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 (1) years and (0) months.

(End of Clause)

8. FAR 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) *Method of payment.*

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) *Mandatory submission of Contractor's EFT information.*

(1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") *no later than 15 days prior to submission of the first request for payment*. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment.*

(1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) *Liability for uncompleted or erroneous transfers.*

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly; the Government remains responsible for—

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the

payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) *EFT information.* The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of Clause)

9. FAR 52.252-2 – CLAUSES INCORPORATED BY REFERENCE (FEB 1998): This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

WWW.ARNETH.GOV/FAR

WWW1.VA.GOV/OAMM/OA/ARS/POLICYREG/VAAR/INDEX.CFM

(End of Clause)

- **52.212-4 - CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS.**
- **52.224-1 - PRIVACY ACT NOTIFICATION. (APR 1984)**
- **52.224-2 - PRIVACY ACT (APR 1984)**
- **52.227-14 - RIGHTS IN DATA—GENERAL (DEC 2007)**
- **52.227-16 -ADDITIONAL DATA REQUIREMENTS (JUNE 1987)**
- **52.233-2 - SERVICE OF PROTEST (SEPT 2006)**
- **52.237-3 - CONTINUITY OF SERVICES (JAN 1991)**
- **52.239-1 - PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)**

- 52.245-1 - GOVERNMENT PROPERTY (JUNE 2007)
- 52.245-9 - USE AND CHARGES. (JUNE 2007)
- 52.251-1 - GOVERNMENT SUPPLY SOURCES (APR 1984)
- 852.209-70 - ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 2008)
- 852.233-70 - PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)
- 852.233-71 - ALTERNATE PROTEST PROCEDURE (JAN 1998)

(End of Clause)