

PERFORMANCE WORK STATEMENT  
TECHNICAL, ANALYTIC & TRANSACTION SERVICES SUPPORT FOR THE DEPARTMENT  
OF VETERANS AFFAIRS (VA) ENHANCED-USE LEASE (EUL) PROJECT  
VA MEDICAL CENTER VETERANS HOSPITAL  
NORTHPORT, NEW YORK  
September 17, 2018

**GENERAL INFORMATION**

Title of Project: Technical, Analytic, and Transaction Services Support for the Department of Veterans Affairs (VA) Enhanced-Use Lease (EUL) project in Northport, New York.

Background: The purpose of this Performance Work Statement (PWS) is to obtain technical, analytic, and transaction services support to enable the Department of Veterans Affairs (VA) to accomplish EUL project in a manner that maximizes available benefits to VA. The EUL Authority, Title 38 United States Code Sections 8161-8169, allows the U.S. Department of Veterans Affairs (VA) to outlease facilities (available land, buildings, and other resources) to provide supportive housing that engages tenants in on-site and community-based support services for Veterans or their families. EULs are long-term leases (up to 75 years) of facilities under VA's jurisdiction of control to the public or private sector. This program is administrated by VA's Office of Asset Enterprise Management (OAEM).

OAEM follows instructions and guidance issued by the Office of Management and Budget (OMB), and other agency instruction and guidance containing specific capital asset performance metrics. Multi-functional Contractor support services are needed to assist the OAEM in a variety of functions that supports the EUL projects in accordance with the Title 38, U. S. Code 38 USC §§ 8161-8169 and other related laws and directives.

The Northport Veterans Medical Center (VAMC) is located on the North Shore of Long island about 40 miles west of midtown Manhattan, in the township of Huntington, Suffolk County, New York. The Northport VA Medical Center is located at 79 Middleville Road, East Northport, New York. The VAMC campus is bordered on the North by Middleville, on the southeast by Meadowlark Park, and by wooded areas to the west and south.

The VAMC can describes as currently being in the pursuit of improving the health of the veteran population.

This PWS focuses on approximately 2.5 acres of vacant land on the VAMC campus.

The proposed project will provide permanent supportive Independent, Assisted Living, and Memory Care housing to senior and disabled Veterans and their families with a preference and priority placement for Veterans.

**Sequence of Events to Date:**

- 2011 Request for Proposal (RFP) Published for an Assisted Living Facility and Senior Housing & originally described two contiguous parcels of land

- (Parcels A and B). The parties have since agreed that Parcel A (Archaeological Site) and Quarters Buildings 23, 25, 26 & 27 including adjacent associated land would be carved out of the previously proposed EUL Boundary as part of the Execution of the Lease Amendment #3 . On December 27, 2011, the Department of Veterans Affairs entered into a EUL with Northport Senior Apartments Limited Partnership for the development of the subject\_Northport VAMC property. The lease was amended by Amendment 1 that extended the lease term until to August 27, 2018, and was further Amended by Amendment 2 that extended the Lease until October 31, 2018 for the lessee to move forward with the necessary due diligence to demonstrate that a long-term lease can be executed by January 31, 2020.
- The developer and the VAMC agreed to proceed with Phase I as a Licensed Assisted Living Facility and discuss Phase II at a future date after Phase I is under construction.
  - On March 23, 2018 Communities for Veterans (CFV) entered into an agreement with Kaplan Development Group (Senior Housing Development LLC) that contemplates an assignment to Senior Housing LLC following execution of the Enhanced-Use Lease Amendment.

Scope: The scope of this firm fixed price contract for services is to immediately implement the VA's EUL program to enable the Department to formulate, evaluate, and execute an EUL project at the VAMC. To enhance the program objectives and to allow flexibility in obtaining program evaluation and execution requirements, the use of consultants and experts for these services needs to be long term and open ended.

Objectives: The objective of this PWS is to provide the full range of EUL developmental and transactional support. The Contractor shall have the expertise and provide all resources necessary to perform the specific requirements as defined in the PWS and as directed in the individual task. The Contractor shall provide a full range of integrated strategic, analytic, and technical support services that VA may needed to effectively execute an EUL undertaking.

Period of Performance: Period of Performance for this contract is two years from date of award or 730 calendar days.

Type of Contract: This is a firm fixed contract.

Place of Performance: The primary place of performance will be at the Contractor's facilities; however, some task may require work to be performed at a Government facility. Any work at the Government site shall not take place on Federal holidays or weekends, unless directed by the Contracting Officer (CO).

## CONTRACT AWARD MEETING

The Contractor shall not commence performance on the tasks in this PWS until the CO has conducted a kick-off meeting or has advised the Contractor that a kick-off meeting is waived.

## GENERAL REQUIREMENTS

The following general requirements apply to this contract:

1. All written deliverables shall be phrased in layperson language. Statistical and other technical terminology shall not be used without providing a glossary of terms.
2. The following requirements apply: Where a written milestone deliverable is required in draft form, VA will complete its review of the draft deliverable within 10 calendar days from date of receipt. The Contractor shall have 10 calendar days to deliver the final deliverable from date of receipt of the Government's comments.
3. The Contractor shall provide, via email, minutes of all Government-Contractor meetings. The Contractor shall provide these minutes within two calendar days after completion of the meeting.
4. Except for proprietary information in company quotes identified and marked in accordance with FAR 52.215-1(e), the Contractor shall not deliver to the Government any proprietary products or information of any type in completing the requirements of each task within the PWS. The Contractor's internal development tools (that is, those development tools not developed for OAEM work and not required by OAEM to install, use, or revise the deliverables) are exempted from this requirement. If the Contractor believes an exception to this requirement is necessary for the effective or efficient execution of a task, the Contractor shall request a specific exception, in writing, from the CO, and shall not use the proprietary tools or information in OAEM work until approval is received from the CO.
5. The Contractor shall ensure contract employees maintain an open and professional communication with the staff at the VA facilities. Complaints validated by the Contracting Officer Representative (COR) or VA staff will be reported in writing to the CO for action. If the Contractor fails to correct validated complaints raised by the COR and CO, it will be considered a failure in performance.
6. The CO may require the Contractor to meet with the CO, contract administrator, and other Government personnel at least quarterly, and as often as deemed necessary. The Contractor may request a meeting with the CO when deemed necessary.

## SPECIFIC MANDATORY TASKS AND ASSOCIATED DELIVERABLES

### Description of Tasks and Associated Deliverables:

- 1) For each task awarded under this contract, the Contractor shall provide the specific deliverables described in the PWS, within the performance period stated. Specific sub-tasks and associated deliverables will be identified below.
- 2) The selected Contractor shall have subject matter expertise and provide all resources necessary to perform the specific requirements as defined in the PWS to effectively assist the Project Manager (PM) while undertaking an EUL. Such task may include, but are not limited to, the following: development of technical solutions for implementation of strategic planning, NEPA compliance, market feasibility analysis, capital markets research, credit scoring analysis, the Section 106 process, transaction assessment services, and legal review analysis for some or all of the items listed below. (The deliverables described below are typical requirements; not

all tasks may be required for this contract, and each task may have requirements in addition to or instead of those listed below.)

a) **Task One: Provide Project Management Plan**

The exact role shall be defined by the task. Among other responsibilities related to this role.

1. Provide leadership and communicate with stakeholders per direction and coordination with COR.
2. Provide project planning and scheduling
3. PM shall coordinate contract project management activities to include:
  - a. Performance monitoring and measurement
  - b. Reporting and documentation associated with project/program objectives
  - c. Stakeholders briefing (coordinated with COR)
  - d. Project support, integration, and closeout service
4. Contract administration support to CORs.
5. The PM shall monitor all Contractor work performed under this contract. He/she will be responsible for providing status reports and monthly project reports to the COR.

The Contractor shall provide a detailed Project Management Plan (PMP) and briefing for the OAEM project team. The PMP shall present the Contractor's plan for completing the task. The Contractor's plan shall be responsive to the PWS and describe, in further detail, the approach to be used for each aspect of the task as defined in the technical proposal. At a minimum, the PMP shall include the risk, quality, and technical management approach, work breakdown structure (WBS), detailed schedule, milestones, cost requirements, and proposed personnel. The Contractor shall keep the PMP up to date throughout the period of performance.

The Contractor shall provide written monthly progress reports that include the order number and title of the project. The progress report shall cover all work completed during the preceding month, work to be accomplished during the subsequent month, milestone dates. This report shall also identify any technical, quality, or cost problems that arose, identified risks 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. Outstanding problems/risks shall be reported until they are resolved. The COR may schedule progress briefings or conference calls within three calendar days after delivery of each progress report. The attendees may include VA managers and Contractor key and subject matter expert personnel.

**Deliverable 1:** Draft and Final PMP and Briefings

**Deliverable 2:** Draft and Final Monthly Progress Reports

b) **Task Two: The Contractor shall conduct project communication activities:**

1. Conduct CO's/COR kick-off meeting with VA officials via conference call or in person at the VA Central Office if local, or travel at Contractor's own expense.
2. Conduct on-site kick-off meeting (as needed)
3. Participate in bi-weekly conference calls with VA officials (maximum - 120).  
Prepare and distribute meeting minutes within 2 calendar days of conference call.

**Deliverables 3:** Draft and Final Meeting Minutes

c) **Task Three:** The Contractor shall research and provide an EUL Feasibility Assessment Report:

Research infrastructure and site constraints (utilities, power, telecommunications, etc.), site access, environmental, housing needs assessment, funding availability, community support, legal and regulatory issues including title search, zoning, permitting process, and tax concerns.

**Deliverable 4:** Feasibility Assessment Report

a) **Task Four:** The Contractor shall provide RFQ solicitation support:

1. Conduct past performance and financial reference check on potential developer.

**Deliverable 5:** Written Proposal Report for each proposal received that will include: credit check (currently VA uses the services of Dun & Bradstreet and Equifax for credit check service on potential developers (for each entity involved with the development team) and past Performance Summary (validating previous projects being submitted by the developer, success of those projects, and any previous defaults and/or bankruptcy) of potential developers.

b) **Task Five:** The Contractor shall conduct the following Property studies upon COR Request

1. ALTA/NSPS Land Title Survey
2. Phase I Environmental Site Assessment, in accordance with the current version of ASTM E1527 (see attachment)
3. Complete the NHPA Section 106 Process Requirements (not limited to)
  - a. Section 106 Consultation
  - b. Historic Preservation Designation and/or eligibility status
  - c. Phase I Archaeological Study and Report, if required
4. Property Appraisal/Valuation
5. NEPA Compliance (not limited to)
  - a. Environmental Assessment
6. Phase II Environmental Site Assessment, if required

**Deliverable 6:** ALTA/NSPS Survey

**Deliverable 7:** Draft and Final Phase I Environmental Site Assessment

**NOTE:** The previous Phase I Environmental Site Assessment Report was completed by ARGO Systems LLC, 1403 Madison Park Drive, Suite 205, Glen Burnie, Maryland. The property boundary has been reduced to approximately 5-6 acres.

**Deliverable 8:** NHPA Section 106 Process, including but not limited to: Historic Preservation designation or eligible status, Draft and Final Phase I Archaeological Study

**Deliverable 9:** Draft and Final Property Appraisal/Valuation

**NOTE:** The previous Appraisal was prepared by Cushman & Wakefield of Connecticut Inc; 107 Elm Street, 8<sup>th</sup> Floor, Stamford, Connecticut 06902. C&W file #13-14001. The property boundaries have been reduced from 20 acres to approximately 5-6 acres.

**Deliverable 10:** Draft and Final NEPA Compliance/Analysis, including but not limited to: Draft and Final Environmental Assessment

**NOTE:** The previous NEPA Environmental Assessment was completed by Brilliant Environmental Services LLC on May 7, 2014 Project NO 1275.11. Brilliant Environmental Services are located at 1A Executive Drive, Toms River, New Jersey 08755 Phone (732) 818-3390. [www.brilliantenvironmental.com](http://www.brilliantenvironmental.com) No further Archaeological study required. Notice of availability (including newspaper advertisement) and if applicable Finding of No Significant Impact shall be included.

**Deliverable 11:** Draft and Final Environmental Site Assessment

c) **Task Six: Technical Transaction Support:**

1. Provide ongoing assistance to VA in reviewing and subsequent revisions to the development plan provided by selected developer. This includes documenting and tracking changes/issues during the development plan process.
2. Review financial pro-forma documents: Development Budget, Sources & Uses, Operation Budget, and Net Present Value (NPV) calculations.
3. Review transaction documents (track issues and changes during the lease revision process, review for legal sufficiency of terms and conditions, etc. As directed by the COR – not to exceed 250 hours.
4. Review facility design and/or construction documents.
5. 508 Compliance work

**Deliverable 12:** Ongoing Technical Transactional Support

**NOTE:** In reference to all legal work, including, but not limited to, Tasks 3, 4, and 6, above, in accordance with federal statute, VA's Office of General Counsel (OGC) is responsible for providing legal advice and services to the Secretary of VA, and the managers of all VA organizational components. OGC interprets all laws pertaining to VA and has final legal responsibility for the promulgation of all VA regulations implementing those laws. Thus, OGC shall have sole authority and responsibility for all final decisions on all legal matters that arise or relate to any issues under this contract.

This PWS reflects current VA policies and practices, allowing Offerors to propose and price a solution to known requirements. Specific EUL requirements and resulting objectives may change over the life of this order. This will result in VA modifying the contract to incorporate in-scope changes. Throughout the life of this agreement, the Contractor is encouraged to continuously seek ways to incorporate innovative and emerging approaches that economically and efficiently improve services and/or generate revenue.

## EVALUATED OPTIONAL TASKS AND ASSOCIATED DELIVERABLES.

Evaluated optional tasks and associated deliverables, if required, will be specified in each task.

## PERFORMANCE MEASURES

In accordance with Performance Based Service Contracts, Contractor(s) shall provide a Quality Assurance Plan ensuring that continued quality improvement to the program they are supporting is being made; a Metrics Plan shall also be provided demonstrating how Contractors will measure their performance identifying key factors that will be monitored by the Contractor and the Government. The Contractor is responsible for quality assurance of all services provided under the contract. Inspection by the Government does not relieve the Contractor of this responsibility. Contractors must also demonstrate how they will implement these plans and incorporate them into the local task they will receive from VA.

The Quality Assurance Plan should also include, as an option for VA consideration, the incentives and disincentives measures that can be taken by VA to reward exceptional performance and to also discipline vendors for less than satisfactory execution. Incentives and disincentives should be both monetary and non-monetary in nature. VA reserves the right to add and/or completely revise the submitted Quality Assurance, Metric, and incentive/disincentive plans that are to be included in the Contractors' submissions to this solicitation. The performance standards should at least include the following areas:

1. Management of price,
2. Schedule,
3. Technical quality,
4. Quality of project management, and
5. Relationship management.

## PROGRAM MANAGEMENT

Upon completion of a task, the ordering CO is required to document a performance review of the contracted services. The PM/COR will also conduct a post-performance assessment upon completion of each task. The PM will document the performance discussion in writing and provide a copy to the CO and the Contractor. The Government will address, at a minimum, the following areas in each task assessment:

1. Quality of work performed,
2. Timeliness of work delivered,
3. Qualifications of staff providing services,
4. Management professionalism, and
5. Monitor actual costs versus contract cap based on required quarterly contract expenditure report from vendor(s).

The Contractor(s) shall provide a program management report on a quarterly basis to the VA Central Office (VACO) COR (who will be determined after award).

## **CONFLICT OF INTEREST PROVISION**

- (a) In responding to this solicitation, the Contractors' attention is directed to FAR Subpart 9.5, Organizational and Consultant Conflict of Interest.
- (b) The CO views a potential conflict of interest could exist if the Contractor were to provide assistance under this contract for a particular site and then subsequently participated in any capacity with the proposed developer for the site.
- (c) The Contractor is therefore precluded from working with a developer on any site in which it provided services to VA, as described below.
- (d) The terms of the clause and the application of this subpart to the contract are not negotiable.

## **CONFLICT OF INTEREST CLAUSE**

- (a) As a condition of award, the Contractor's eligibility for future prime contract or subcontract awards will be restricted as follows:

The Contractor (to include principles, agents, and employees) is prohibited from performing services in any capacity on future commercial development or redevelopment of VA real property, subject to a task issued under this contract. This restriction is for a period of five years and shall expire at the end of the 5<sup>th</sup> year following expiration or termination of this contract.

## **SCHEDULE FOR DELIVERABLES**

See Attachment A Schedule of Deliverables.

1. Unless otherwise specified in the task, the number of draft copies and the number of final copies shall be the same.
2. If for any reason the scheduled time for a deliverable cannot be met, the Contractor is required to explain why (include the original deliverable due date) in writing to the CO, including a firm commitment of when the work shall be completed. This notice to the CO shall cite the reasons for the delay, and the impact on the overall project. The CO will then review the facts and issue a response in accordance with applicable regulations.

## **CHANGES TO PERFORMANCE WORK STATEMENT**

Any changes to this PWS shall be authorized and approved only through written correspondence from the CO. Costs incurred by the Contractor through the actions of parties other than the CO shall be borne by the Contractor.

## **TRAVEL**

As required by each task, the Contractor may be required to travel to Washington, D.C., or to other VA locations. Travel and per diem shall be reimbursed, if applicable, in accordance with the Federal Travel Regulations. Each Contractor invoice must include copies of all receipts that support the travel costs claimed in the invoice. No General and Administrative (G&A) fees or costs, and no other fees or costs shall be added to travel expenses. Local travel within a 50-mile radius from the Contractor's facility is considered the cost of doing business and will not be reimbursed. This includes travel, subsistence, and associated labor charges for travel time. Travel performed for personal convenience and daily travel to and from work at the Contractor's facility will not be reimbursed. Travel, subsistence, and



associated labor charges for travel time for travel beyond a 50-mile radius of the Contractor's facility are authorized on a case-by-case basis and must be pre-approved by the CO at least 30 calendar days in advance for the requested travel.

#### **GOVERNMENT FURNISHED PROPERTY AND INFORMATION**

Government Furnished Property and Information, if required, will be specified in each task. Except for those items or services specifically stated to be Government furnished, the Contractor shall furnish everything required to perform the task.

#### **CONTRACTOR EXPERIENCE REQUIREMENTS—KEY PERSONNEL**

These skilled experienced professional and/or technical personnel are essential for successful Contractor accomplishment of the work to be performed under this contract and subsequent task and options. The Contractor shall include in the technical proposal for each task the résumés on all proposed professional and/or technical personnel who will perform the tasks. Résumés are not required for clerical personnel. The personnel whose résumés are submitted are defined as key personnel. The Contractor agrees that the key personnel listed below shall not be removed, diverted, or replaced from work without approval of the CO and COR.

Any personnel the Contractor offers as substitutes shall have the ability and qualifications equal to or better than the key personnel that are being replaced. Requests to substitute personnel shall be approved by the COR and the CO. All requests for approval of substitutions in personnel shall be submitted to the COR and the CO at least 30 calendar days prior to making any change in key personnel. The request shall be written and provide a detailed explanation of the circumstances necessitating the proposed substitution. The Contractor shall submit a complete résumé for the proposed substitute, any changes to the rate specified in the order (as applicable) and any other information requested by the CO needed to approve or disapprove the proposed substitution. The CO will evaluate such requests and promptly notify the Contractor of approval or disapproval thereof in writing.

Note:

1. Personnel assigned by the Contractor to perform work on this contract shall be acceptable to VA in terms of personal and professional conduct and technical knowledge. The CO may notify the Contractor and request that a person be immediately removed from assignment on this contract should any Contractor personnel be determined to be unacceptable in terms of technical competency or personal conduct during duty hours. The Contractor shall immediately remove and replace the unacceptable on-site personnel at no additional costs to the Government. Replacement personnel qualifications shall be equal to or greater than those of the personnel being replaced. Employment and staffing difficulties shall not be justification for failure to meet established schedules.
2. Contractor personnel shall be fluent and communicate in the English language, both written and oral communication.
3. The Contractor shall not employ any person who is an employee of the United States Government, if the employment of that person would create a conflict of interest.

#### **SECURITY REQUIREMENTS**

1. The Contractor shall follow the following Contractor personnel security guidance:

2. The Contractor and their personnel shall be subject to the same Federal laws, regulations, standards and VA policies as VA personnel, regarding information and information system security. These include, but are not limited to Federal Information Security Management Act (FISMA), Appendix III of OMB Circular A-130, and guidance and standards, available from the Department of Commerce's National Institute of Standards and Technology (NIST). This also includes the use of common security configurations available from NIST's Web site at: <http://checklists.nist.gov>
3. To ensure that appropriate security controls are in place, Contractors must follow the procedures set forth in "VA Information and Information System Security/Privacy Requirements for IT Contracts" located at the following Web site: <http://www.iprm.oit.va.gov>.
4. These provisions shall apply to all contracts in which VA sensitive information is stored, generated, transmitted, or exchanged by VA, a Contractor, subcontractor or a third-party, or on behalf of any of these entities regardless of format or whether it resides on a VA system or Contractor/subcontractor's electronic information system(s) operating for or on the VA's behalf.
5. Clauses (a) and (b) shall apply to current and future contracts and acquisition vehicles including, but not limited to, job orders, task, letter contracts, purchase orders, and modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. §§ 6301 et seq.
6. The required Contractor employee Position Sensitivity level is Limited Risk and the level of Background Investigation is NACI for Contractor employees who require access.
7. The COR will provide the Contractor a Background Investigation Request Worksheet within 4 calendar days of the PWS award listing the place of performance, type of investigation requested, the VA sponsor and requesting the applicant's name, date of birth, social security number, company name and point of contact and other required data.
8. The Contractor shall complete the Background Investigation Request worksheet and return it to the COR within five calendar days of receipt. The COR will review the documents and forward them to the Security Investigations Center (SIC).
9. The CIS will send an email notification to the Contractor identifying the website link that includes detailed instructions regarding completion of the background clearance application process and what level of background was requested. Upon receipt of required investigative documents, SIC will review the investigative documents for completion and initiate the background investigation by forwarding the investigative documents to OPM to conduct the background investigation.
10. The COR will notify the Contractor when the investigation has been favorably or unfavorably completed and adjudicated by the Government. The Contractor, when notified of an unfavorable determination by the Government, shall withdraw the employee from consideration from working under the contract.
11. The Contractor shall not commence performance prior to the initiation of the process that requests the appropriate investigative action be taken. During the time required to conduct the appropriate investigation, the Contractor shall be responsible for the actions of its respective employees until official notification of a favorable determination is received from the Office of Security and Law Enforcement.
12. Failure to comply with the Contractor personnel security requirements may result in termination of the contract for default.

## **CONFIDENTIALITY AND NONDISCLOSURE**

It is agreed that:

1. The preliminary and final deliverables and all associated working papers, application source code, and other material deemed relevant by the VA which have been generated by the Contractor in the performance of this PWS are the exclusive property of the U.S. Government and shall be submitted to the COR at the conclusion of the PWS.
2. 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 PWS. No information shall be released by the Contractor. Any request for information relating to this PWS presented to the Contractor shall be submitted to the CO for response.
3. Press releases, marketing material or any other printed or electronic documentation related to this project, shall not be publicized without the written approval of the CO.

**Attachment A**

<b><u>Deliverable No.</u></b>	<b><u>Item</u></b>	<b><u>Quantity</u></b>	<b><u>Delivery Date</u></b>
One	A detailed PMP and Briefing	2 hard and 2 electronic copies	Within 7 calendar days after kick-off meeting
Two	Monthly Progress Reports	Monthly	Monthly/ commencing 30 calendar days after kick-off meeting
Three	Meeting Minutes	Bi-weekly	Bi-weekly/monthly updates and communications after developer is selected
Four	Feasibility Assessment Report	2 hard and 2 electronic copies	Within 60 calendar days after kick-off meeting
Five	Proposal Review Report	2 hard and 2 electronic copies	5 calendar days from receipt of RFQ proposals
Six	ALTA Survey	2 electronic copy	Within 90 calendar days after COR request
Seven	Phase I Environmental Site Assessment	2 hard and 2 electronic copies	Within 60 calendar days after developer is selected
Eight	Section 106 Consultation	2 hard and 2 electronic copies	Within 30 calendar days after kick-off meeting
Nine	Property Appraisal Report	2 hard and 2 electronic copies	Within 90 calendar days after kick-off meeting
Ten	NEPA Compliance	2 hard and 2 electronic copies	Within 30 calendar days of COR request
Eleven	Phase II Environmental Site Assessment	2 hard and 2 electronic copies	Within 60 calendar days of COR request