

SECTION 01 00 00
GENERAL REQUIREMENTS

1.1 GENERAL INTENTION

- A. Contractor shall completely prepare site for building operations and furnish labor and materials and perform work for Relocate IR Within Building 1D at VA Sierra Nevada Health Care System, Reno, NV as required by drawings and specifications.
- B. Visits to the site by Bidders may be made only by appointment with the Medical Center Engineering Officer.
- C. Offices of H+K Architects, as Architect-Engineers, will render certain technical services during construction. Such services shall be considered as advisory to the Government and shall not be construed as expressing or implying a contractual act of the Government without affirmations by Contracting Officer or his duly authorized representative.
- D. Before placement and installation of work subject to tests by testing laboratory retained by Department of Veterans Affairs, the Contractor shall notify the Resident Engineer in sufficient time to enable testing laboratory personnel to be present at the site in time for proper taking and testing of specimens and field inspection. Such prior notice shall be not less than three work days unless otherwise designated by the Resident Engineer.
- E. All employees of general contractor and subcontractors shall comply with VA security management program and obtain permission of the VA police, be identified by project and employer, and restricted from unauthorized access.
- F. Prior to commencing work, general contractor shall provide proof that a OSHA designated "competent person" (CP) (29 CFR 1926.20(b)(2)) will maintain a presence at the work site whenever the general or subcontractors are present.
- G. Training:
 - 1. All employees of general contractor or subcontractors shall have the 10-hour or 30-hour OSHA Construction Safety course and other relevant competency training, as determined by RE/COR acting as the Construction Safety Officer with input from the facility Construction Safety Committee.
 - 2. Submit training records of all such employees for approval before the start of work.

H. VHA Directive 2011-36, Safety and Health during Construction, dated 9/22/2011 in its entirety is made a part of this section.

I. Facility Specific Requirements:

1. Contractor shall set in place and maintain a confined space program for any entry in the areas identified below. Provide written program that conforms to OSHA requirements and submit for approval. Evidence of successful training for entrants, entry attendant, and entry supervisor shall be included within the written program.

Tunnel	Between Bldgs 7 & 8
Tunnel	CLC under flag pole to Bldg 1D
Bldg 1D Crawl Space	Begins at half-height door at each end
Bldg 12 Basement	Includes basement access BC100
Bldg 1 Crawl Space	In its entirety
Bldg 1-1 Clinical Lab	Access to HVAC/Plumbing
Utility Chase	Boiler Plant routes under Kirman to east end of Bldg 1 Center Wing
Heat Aerator	Bldg 8 Boiler Plant
Condensate Tank in Pit	Bldg 8 Boiler Plant
Boiler Mud Drums	Bldg 8 Boiler Plant
Boiler Steam Drums	Bldg 8 Boiler Plant
Boiler Fire Boxes	Bldg 8 Boiler Plant
Electrical Vaults	Adjacent to Bldgs 1D & 12, Courtyard
Sewers/Storm Drains	Facility Grounds
Communication Vaults	Facility Grounds

2. Outages:

a. Any type of utility outage or contractor operational work element which impacts patient care must be submitted no later than 15 days prior to the requested outage/impact date.

b. Cooling Tower Outage: Connection to the existing cooling tower piping will require a shutdown of the existing cooling towers. No outage exceeding 12 hours will be permitted. To minimize the duration of the shutdown, the contractor shall perform all work in a manner that minimizes the duration and impact of the shutdown including but not limited to the following:

- 1. Pre-measure and prefabricate all piping in the shop to minimize the number of welded joints required on site.*
- 2. Pre-measure and install all piping support structure and any related work prior to the outage.*
- 3. Install only the required sections of pipe that require a cooling tower shutdown on the day of the outage. Installation*

of the condenser water return 16" isolation valve on the day of the outage is suggested.

4. Provide a two week notice prior to the shutdown requirement

5. Perform the work early in the contract when ambient weather is the coolest.

c. Electrical Outages: An electrical outage will be required to tie into existing Motor Control Centers. Perform all work in a manner that minimizes the duration of the electrical outage and provide a 15 day notice to the VA.

3. Crane Operations:

a. Crane operations are not permitted over occupied areas. Crane operations should be scheduled when occupants are not routinely under the crane operation area.

4. Dumpster/Storage Area:

a. Dumpster or material/tool/equipment storage on VA property is not permitted except within the boundaries of the construction project.

5. Training:

a. All training requirements indicated within the documents must be completed prior to Final Inspection.

6. Equipment Maintenance Form:

a. Contractor shall complete the Equipment Maintenance Forms as applicable. Refer to sample form included in project manual.

7. Pre-demolition:

a. Contractor shall remove anything left at the construction site including any supplies, furniture, materials, debris, etc.

8. Scheduling:

a. Overall project schedule must be updated each month.
b. Submit three week look ahead schedule to COTR by Friday each week.

1.2 STATEMENT OF BID ITEM(S)

A. ITEM I, GENERAL CONSTRUCTION: Work includes general construction, mechanical and electrical work, utility systems, necessary removal of existing structures and construction and certain other items.

1.3 SPECIFICATIONS AND DRAWINGS FOR CONTRACTOR

A. AFTER AWARD OF CONTRACT, electronic sets of specifications and drawings will be furnished.
B. Printed sets of drawings may be made by the Contractor, at Contractor's expense, from electronic files furnished by Architect.

1.4 CONSTRUCTION SECURITY REQUIREMENTS

A. Security Plan:

1. The security plan defines both physical and administrative security procedures that will remain effective for the entire duration of the project.
2. The General Contractor is responsible for assuring that all sub-contractors working on the project and their employees also comply with these regulations.

B. Security Procedures:

1. General Contractor's employees shall not enter the project site without appropriate badge. They may also be subject to inspection of their personal effects when entering or leaving the project site.
2. For working outside the "regular hours" as defined in the contract, The General Contractor shall give 3 days notice to the Contracting Officer so that arrangements can be provided for the employees. This notice is separate from any notices required for utility shutdown described later in this section.
3. No photography of VA premises is allowed without written permission of the Contracting Officer.
4. VA reserves the right to close down or shut down the project site and order General Contractor's employees off the premises in the event of a national emergency. The General Contractor may return to the site only with the written approval of the Contracting Officer.

C. Guards:

1. Not applicable.

D. Key Control:

1. The General Contractor shall provide duplicate keys and lock combinations to the Resident Engineer for the purpose of security inspections of every area of project including tool boxes and parked machines and take any emergency action.
2. The General Contractor shall turn over all permanent lock cylinders to the VA locksmith for permanent installation. See Section 08 71 00, DOOR HARDWARE and coordinate.

E. Document Control:

1. Before starting any work, the General Contractor/Sub Contractors shall submit an electronic security memorandum describing the approach to following goals and maintaining confidentiality of "sensitive information".
2. The General Contractor is responsible for safekeeping of all drawings, project manual and other project information. This

information shall be shared only with those with a specific need to accomplish the project.

3. Certain documents, sketches, videos or photographs and drawings may be marked "Law Enforcement Sensitive" or "Sensitive Unclassified". Secure such information in separate containers and limit the access to only those who will need it for the project. Return the information to the Contracting Officer upon request.
4. These security documents shall not be removed or transmitted from the project site without the written approval of Contracting Officer.
5. All paper waste or electronic media such as CD's and diskettes shall be shredded and destroyed in a manner acceptable to the VA.
6. Notify Contracting Officer and Site Security Officer immediately when there is a loss or compromise of "sensitive information".
7. All electronic information shall be stored in specified location following VA standards and procedures using an Engineering Document Management Software (EDMS).
 - a. Security, access and maintenance of all project drawings, both scanned and electronic shall be performed and tracked through the EDMS system.
 - b. "Sensitive information" including drawings and other documents may be attached to e-mail provided all VA encryption procedures are followed.

F. Motor Vehicle Restrictions

1. Vehicle authorization request shall be required for any vehicle entering the site and such request shall be submitted 24 hours before the date and time of access. Access shall be restricted to picking up and dropping off materials and supplies.
2. Parking on VA property by the contractor is not permitted except within the boundaries of the construction project, where applicable.

1.5 FIRE SAFETY

A. Applicable Publications: Publications listed below form part of this Article to extent referenced. Publications are referenced in text by basic designations only.

1. American Society for Testing and Materials (ASTM):
E84-2009.....Surface Burning Characteristics of Building
Materials
2. National Fire Protection Association (NFPA):
10-2010.....Standard for Portable Fire Extinguishers
30-2008.....Flammable and Combustible Liquids Code

- 51B-2009.....Standard for Fire Prevention During Welding,
Cutting and Other Hot Work
- 70-2011.....National Electrical Code
- 241-2009.....Standard for Safeguarding Construction,
Alteration, and Demolition Operations

3. Occupational Safety and Health Administration (OSHA):

- 29 CFR 1926.....Safety and Health Regulations for Construction

- B. Fire Safety Plan: Establish and maintain a fire protection program in accordance with 29 CFR 1926. Prior to start of work, prepare a plan detailing project-specific fire safety measures, including periodic status reports, and submit to Resident Engineer and Facility Safety Officer for review for compliance with contract requirements in accordance with Section 01 33 23, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES Prior to any worker for the contractor or subcontractors beginning work, they shall undergo a safety briefing provided by the general contractor's competent person per OSHA requirements. This briefing shall include information on the construction limits, VAMC safety guidelines, means of egress, break areas, work hours, locations of restrooms, use of VAMC equipment, etc. Documentation shall be provided to the Resident Engineer that individuals have undergone contractor's safety briefing.
- C. Site and Building Access: Maintain free and unobstructed access to facility emergency services and for fire, police and other emergency response forces in accordance with NFPA 241.
- D. Separate temporary facilities, such as trailers, storage sheds, and dumpsters, from existing buildings and new construction by distances in accordance with NFPA 241. For small facilities with less than 6 m (20 feet) exposing overall length, separate by 3m (10 feet).
- E. Temporary Construction Partitions:
 - 1. Install and maintain temporary construction partitions to provide smoke-tight separations between construction areas and adjoining areas. Construct partitions of gypsum board or treated plywood (flame spread rating of 25 or less in accordance with ASTM E84) on both sides of fire retardant treated wood or metal steel studs. Extend the partitions through suspended ceilings to floor slab deck or roof. Seal joints and penetrations. At door openings, install Class C, ¾ hour fire/smoke rated doors with self-closing devices.
 - 2. Install one-hour fire-rated temporary construction partitions as shown on drawings to maintain integrity of existing exit stair enclosures, exit passageways, fire-rated enclosures of hazardous

- areas, horizontal exits, smoke barriers, vertical shafts and openings enclosures.
3. Close openings in smoke barriers and fire-rated construction to maintain fire ratings. Seal penetrations with listed through-penetration firestop materials in accordance with Section 07 84 00, FIRESTOPPING.
- F. Temporary Heating and Electrical: Install, use and maintain installations in accordance with 29 CFR 1926, NFPA 241 and NFPA 70.
- G. Means of Egress: Do not block exiting for occupied buildings, including paths from exits to roads. Minimize disruptions and coordinate with Resident Engineer and facility Safety Officer.
- H. Egress Routes for Construction Workers: Maintain free and unobstructed egress. Inspect daily. Report findings and corrective actions weekly to Resident Engineer /and facility Safety Officer.
- I. Fire Extinguishers: Provide and maintain extinguishers in construction areas and temporary storage areas in accordance with 29 CFR 1926, NFPA 241 and NFPA 10.
- J. Flammable and Combustible Liquids: Store, dispense and use liquids in accordance with 29 CFR 1926, NFPA 241 and NFPA 30.
- K. Sprinklers: Install, test and activate new automatic sprinklers prior to removing existing sprinklers.
- L. Existing Fire Protection: Do not impair automatic sprinklers, smoke and heat detection, and fire alarm systems, except for portions immediately under construction, and temporarily for connections. Provide fire watch for impairments more than 4 hours in a 24-hour period. Request interruptions in accordance with Article, OPERATIONS AND STORAGE AREAS, and coordinate with Resident Engineer and facility Safety Officer. All existing or temporary fire protection systems (fire alarms, sprinklers) located in construction areas shall be tested as coordinated with the medical center. Parameters for the testing and results of any tests performed shall be recorded by the medical center and copies provided to the Resident Engineer.
- M. Smoke Detectors: Prevent accidental operation. Remove temporary covers at end of work operations each day. Coordinate with Resident Engineer and facility Safety Officer.
- N. Fire Hazard Prevention and Safety Inspections: Inspect entire construction areas weekly. Coordinate with, and report findings and corrective actions weekly to Resident Engineer and facility Safety Officer.

- O. Smoking: Smoking is prohibited in and adjacent to construction areas inside existing buildings and additions under construction. In separate and detached buildings under construction, smoking is prohibited except in designated smoking rest areas.
- P. Dispose of waste and debris in accordance with NFPA 241. Remove from buildings daily.
- Q. Perform other construction, alteration and demolition operations in accordance with 29 CFR 1926.

1.6 OPERATIONS AND STORAGE AREAS

- A. The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.
- B. Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- C. The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.
- D. Working space and space available for storing materials shall be as determined by the Resident Engineer.
- E. Workmen are subject to rules of Medical Center applicable to their conduct.
- F. Execute work so as to interfere as little as possible with normal functioning of Medical Center as a whole, including operations of utility services, fire protection systems and any existing equipment,

and with work being done by others. Use of equipment and tools that transmit vibrations and noises through the building structure, are not permitted in buildings that are occupied, during construction, jointly by patients or medical personnel, and Contractor's personnel, except as permitted by Resident Engineer where required by limited working space.

1. Do not store materials and equipment in other than assigned areas.
2. Schedule delivery of materials and equipment to immediate construction working areas within buildings in use by Department of Veterans Affairs in quantities sufficient for not more than two work days. Provide unobstructed access to Medical Center areas required to remain in operation.
3. Where access by Medical Center personnel to vacated portions of buildings is not required, storage of Contractor's materials and equipment will be permitted subject to fire and safety requirements.

G. Utilities Services: Maintain existing utility services for Medical Center at all times. Provide temporary facilities, labor, materials, equipment, connections, and utilities to assure uninterrupted services. Where necessary to cut existing water, steam, gases, sewer or air pipes, or conduits, wires, cables, etc. of utility services or of fire protection systems and communications systems (including telephone), they shall be cut and capped at suitable places where shown; or, in absence of such indication, where directed by Resident Engineer.

1. No utility service such as water, gas, steam, sewers or electricity, or fire protection systems and communications systems may be interrupted without prior approval of Resident Engineer. Electrical work shall be accomplished with all affected circuits or equipment de-energized. When an electrical outage cannot be accomplished, work on any energized circuits or equipment shall not commence without the Medical Center Director's prior knowledge and written approval. Refer to specification Sections 26 05 11, REQUIREMENTS FOR ELECTRICAL INSTALLATIONS, 27 05 11 REQUIREMENTS FOR COMMUNICATIONS INSTALLATIONS and 28 05 11, REQUIREMENTS FOR ELECTRONIC SAFETY AND SECURITY INSTALLATIONS for additional requirements.
2. Contractor shall submit a request to interrupt any such services to Resident Engineer, in writing, 48 hours in advance of proposed interruption. Request shall state reason, date, exact time of, and approximate duration of such interruption.
3. Contractor will be advised (in writing) of approval of request, or of which other date and/or time such interruption will cause least inconvenience to operations of Medical Center. Interruption time

- approved by Medical Center may occur at other than Contractor's normal working hours.
4. Major interruptions of any system must be requested, in writing, at least 15 calendar days prior to the desired time and shall be performed as directed by the Resident Engineer.
 5. In case of a contract construction emergency, service will be interrupted on approval of Resident Engineer. Such approval will be confirmed in writing as soon as practical.
 6. Whenever it is required that a connection fee be paid to a public utility provider for new permanent service to the construction project, for such items as water, sewer, electricity, gas or steam, payment of such fee shall be the responsibility of the Government and not the Contractor.
- H. Abandoned Lines: All service lines such as wires, cables, conduits, ducts, pipes and the like, and their hangers or supports, which are to be abandoned but are not required to be entirely removed, shall be sealed, capped or plugged. The lines shall not be capped in finished areas, but shall be removed and sealed, capped or plugged in ceilings, within furred spaces, in unfinished areas, or within walls or partitions; so that they are completely behind the finished surfaces.
- I. To minimize interference of construction activities with flow of Medical Center traffic, comply with the following:
1. Keep roads, walks and entrances to grounds, to parking and to occupied areas of buildings clear of construction materials, debris and standing construction equipment and vehicles.
 2. Method and scheduling of required cutting, altering and removal of existing roads, walks and entrances must be approved by the Resident Engineer.
- J. Coordinate the work for this contract with other construction operations as directed by Resident Engineer. This includes the scheduling of traffic and the use of roadways, as specified in Article, USE OF ROADWAYS.

1.7 ALTERATIONS

- A. Protection: Provide the following protective measures:
1. Wherever existing roof surfaces are disturbed they shall be protected against water infiltration. In case of leaks, they shall be repaired immediately upon discovery.
 2. Temporary protection against damage for portions of existing structures and grounds where work is to be done, materials handled and equipment moved and/or relocated.

3. Protection of interior of existing structures at all times, from damage, dust and weather inclemency. Wherever work is performed, floor surfaces that are to remain in place shall be adequately protected prior to starting work, and this protection shall be maintained intact until all work in the area is completed.

1.8 INFECTION PREVENTION MEASURES

- A. Implement the requirements of VAMC's Infection Control Risk Assessment (ICRA) team. ICRA Group may monitor dust in the vicinity of the construction work and require the Contractor to take corrective action immediately if the safe levels are exceeded.
- B. Although there is not a current detection of legionella in the existing cooling towers, VAMC has determined there is a possibility of legionella in the existing cooling towers. This possibility is only related to the two existing cooling towers. . The contractor shall notify the VA prior to working in an area that may contain cooling tower fluid. The VA will be able to provide chlorine shock treatment to help ensure Legionella is not present. The Contractor is made aware of this possibility and will include the infection prevention procedures noted in this section in his bid.
- C. Establish and maintain a dust control program as part of the contractor's infection preventive measures in accordance with the guidelines provided by ICRA Group. Prior to start of work, prepare a plan detailing project-specific dust protection measures, including periodic status reports, and submit to Resident Engineer and Facility ICRA team for review for compliance with contract requirements in accordance with Section 01 33 23, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.
 1. All personnel involved in the construction or renovation activity shall be educated and trained in infection prevention measures established by the medical center.
- D. Medical center Infection Control personnel shall monitor for airborne disease (e.g. aspergillosis) as appropriate during construction. A baseline of conditions may be established by the medical center prior to the start of work and periodically during the construction stage to determine impact of construction activities on indoor air quality. In addition:
 1. The RE and VAMC Infection Control personnel shall review pressure differential monitoring documentation to verify that pressure differentials in the construction zone and in the patient-care rooms are appropriate for their settings. The requirement for negative air

- pressure in the construction zone shall depend on the location and type of activity. Upon notification, the contractor shall implement corrective measures to restore proper pressure differentials as needed.
2. In case of any problem, the medical center, along with assistance from the contractor, shall conduct an environmental assessment to find and eliminate the source.
- E. In general, following preventive measures shall be adopted during construction to keep down dust and prevent mold.
1. Dampen debris to keep down dust and provide temporary construction partitions in existing structures where directed by Resident Engineer. Blank off ducts and diffusers to prevent circulation of dust into occupied areas during construction.
 2. Do not perform dust producing tasks within occupied areas without the approval of the Resident Engineer. For construction in any areas that will remain jointly occupied by the medical Center and Contractor's workers, the Contractor shall:
 - a. Provide dust proof one-hour fire-rated temporary drywall construction barriers to completely separate construction from the operational areas of the hospital in order to contain dirt debris and dust. Barriers shall be sealed and made presentable on hospital occupied side. Install a self-closing rated door in a metal frame, commensurate with the partition, to allow worker access. Maintain negative air at all times. A fire retardant polystyrene, 6-mil thick or greater plastic barrier meeting local fire codes may be used where dust control is the only hazard, and an agreement is reached with the Resident Engineer and Medical Center.
 - b. HEPA filtration is required where the exhaust dust may reenter the breathing zone. Contractor shall verify that construction exhaust to exterior is not reintroduced to the medical center through intake vents, or building openings. Install HEPA (High Efficiency Particulate Accumulator) filter vacuum system rated at 95% capture of 0.3 microns including pollen, mold spores and dust particles. Insure continuous negative air pressures occurring within the work area. HEPA filters should have ASHRAE 85 or other prefilter to extend the useful life of the HEPA. Provide both primary and secondary filtrations units. Exhaust hoses shall be heavy duty, flexible steel reinforced and exhausted so that dust is not reintroduced to the medical center.

- c. Adhesive Walk-off/Carpet Walk-off Mats, minimum 600mm x 900mm (24" x 36"), shall be used at all interior transitions from the construction area to occupied medical center area. These mats shall be changed as often as required to maintain clean work areas directly outside construction area at all times.
 - d. Vacuum and wet mop all transition areas from construction to the occupied medical center at the end of each workday. Vacuum shall utilize HEPA filtration. Maintain surrounding area frequently. Remove debris as they are created. Transport these outside the construction area in containers with tightly fitting lids.
 - e. The contractor shall not haul debris through patient-care areas without prior approval of the Resident Engineer and the Medical Center. When, approved, debris shall be hauled in enclosed dust proof containers or wrapped in plastic and sealed with duct tape. No sharp objects should be allowed to cut through the plastic. Wipe down the exterior of the containers with a damp rag to remove dust. All equipment, tools, material, etc. transported through occupied areas shall be made free from dust and moisture by vacuuming and wipe down.
 - f. Using a HEPA vacuum, clean inside the barrier and vacuum ceiling tile prior to replacement. Any ceiling access panels opened for investigation beyond sealed areas shall be sealed immediately when unattended.
 - g. There shall be no standing water during construction. This includes water in equipment drip pans and open containers within the construction areas. All accidental spills must be cleaned up and dried within 12 hours. Remove and dispose of porous materials that remain damp for more than 72 hours.
 - h. At completion, remove construction barriers and ceiling protection carefully, outside of normal work hours. Vacuum and clean all surfaces free of dust after the removal.
- F. Final Cleanup:
- 1. Upon completion of project, or as work progresses, remove all construction debris from above ceiling, vertical shafts and utility chases that have been part of the construction.
 - 2. Perform HEPA vacuum cleaning of all surfaces in the construction area. This includes walls, ceilings, cabinets, furniture (built-in or free standing), partitions, flooring, etc.
 - 3. All new air ducts shall be cleaned prior to final inspection.

1.9 DISPOSAL AND RETENTION

- A. Materials and equipment accruing from work removed and from demolition of buildings or structures, or parts thereof, shall be disposed of as follows:
1. Reserved items which are to remain property of the Government are noted on drawings or in specifications as items to be stored. Items that remain property of the Government shall be removed or dislodged from present locations in such a manner as to prevent damage which would be detrimental to re-installation and reuse. Store such items where directed by Resident Engineer.
 2. Items not reserved shall become property of the Contractor and be removed by Contractor from Medical Center.

1.10 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS

- A. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- B. The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.
- C. Refer to Section 01 57 19, TEMPORARY ENVIRONMENTAL CONTROLS, for additional requirements on protecting vegetation, soils and the environment. Refer to Articles, "Alterations", "Restoration", and "Operations and Storage Areas" for additional instructions concerning repair of damage to structures and site improvements.

1.11 RESTORATION

- A. Remove, cut, alter, replace, patch and repair existing work as necessary to install new work. Except as otherwise shown or specified, do not cut, alter or remove any structural work, and do not disturb any ducts, plumbing, steam, gas, or electric work without approval of the Resident Engineer. Existing work to be altered or extended and that is found to be defective in any way, shall be reported to the Resident Engineer before it is disturbed. Materials and workmanship used in restoring work, shall conform in type and quality to that of original existing construction, except as otherwise shown or specified.
- B. Upon completion of contract, deliver work complete and undamaged. Existing work (walls, ceilings, partitions, floors, mechanical and electrical work, lawns, paving, roads, walks, etc.) disturbed or removed as a result of performing required new work, shall be patched, repaired, reinstalled, or replaced with new work, and refinished and left in as good condition as existed before commencing work.
- C. At Contractor's own expense, Contractor shall immediately restore to service and repair any damage caused by Contractor's workmen to existing piping and conduits, wires, cables, etc., of utility services or of fire protection systems and communications systems (including telephone) which are indicated on drawings and which are not scheduled for discontinuance or abandonment.
- D. Expense of repairs to such utilities and systems not shown on drawings or locations of which are unknown will be covered by adjustment to contract time and price in accordance with clause entitled "CHANGES" (FAR 52.243-4 and VAAR 852.236-88) and "DIFFERING SITE CONDITIONS" (FAR 52.236-2).

1.12 AS-BUILT DRAWINGS

- A. The contractor shall maintain two full size sets of as-built drawings which will be kept current during construction of the project, to include all contract changes, modifications and clarifications.
- B. All variations shall be shown in the same general detail as used in the contract drawings. To insure compliance, as-built drawings shall be made available for the Resident Engineer's review, as often as requested.
- C. Contractor shall deliver two approved completed sets of as-built drawings to the Resident Engineer within 15 calendar days after each completed phase and after the acceptance of the project by the Resident Engineer.
- D. Paragraphs A, B, & C shall also apply to all shop drawings.

1.13 USE OF ROADWAYS

- A. For hauling, use only established public roads and roads on Medical Center property and, when authorized by the Resident Engineer, such temporary roads which are necessary in the performance of contract work. Temporary roads shall be constructed by the Contractor at Contractor's expense. When necessary to cross curbing, sidewalks, or similar construction, they must be protected by well-constructed bridges.
- B. When new permanent roads are to be a part of this contract, Contractor may construct them immediately for use to facilitate building operations. These roads may be used by all who have business thereon within zone of building operations.
- C. When certain buildings (or parts of certain buildings) are required to be completed in advance of general date of completion, all roads leading thereto must be completed and available for use at time set for completion of such buildings or parts thereof.

1.14 TEMPORARY USE OF MECHANICAL AND ELECTRICAL EQUIPMENT

- A. Use of new installed mechanical and electrical equipment to provide heat, ventilation, plumbing, light and power will be permitted subject to compliance with the following provisions:
 - 1. Permission to use each unit or system must be given by Resident Engineer. If the equipment is not installed and maintained in accordance with the following provisions, the Resident Engineer will withdraw permission for use of the equipment.
 - 2. Electrical installations used by the equipment shall be completed in accordance with the drawings and specifications to prevent damage to the equipment and the electrical systems, i.e. transformers, relays, circuit breakers, fuses, conductors, motor controllers and their overload elements shall be properly sized, coordinated and adjusted. Voltage supplied to each item of equipment shall be verified to be correct and it shall be determined that motors are not overloaded. The electrical equipment shall be thoroughly cleaned before using it and again immediately before final inspection including vacuum cleaning and wiping clean interior and exterior surfaces.
 - 3. Units shall be properly lubricated, balanced, and aligned. Vibrations must be eliminated.
 - 4. Automatic temperature control systems for preheat coils shall function properly and all safety controls shall function to prevent coil freeze-up damage.
 - 5. The air filtering system utilized shall be that which is designed for the system when complete, and all filter elements shall be replaced

at completion of construction and prior to testing and balancing of system.

6. All components of heat production and distribution system, metering equipment, condensate returns, and other auxiliary facilities used in temporary service shall be cleaned prior to use; maintained to prevent corrosion internally and externally during use; and cleaned, maintained and inspected prior to acceptance by the Government.
- B. Prior to final inspection, the equipment or parts used which show wear and tear beyond normal, shall be replaced with identical replacements, at no additional cost to the Government.
- C. This paragraph shall not reduce the requirements of the mechanical and electrical specifications sections.

1.15 TEMPORARY TOILETS

- A. Contractor may have for use of Contractor's workmen, such toilet accommodations as may be assigned to Contractor by Medical Center. Contractor shall keep such places clean and be responsible for any damage done thereto by Contractor's workmen. Failure to maintain satisfactory condition in toilets will deprive Contractor of the privilege to use such toilets.

1.16 AVAILABILITY AND USE OF UTILITY SERVICES

- A. The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. The amount to be paid by the Contractor for chargeable electrical services shall be the prevailing rates charged to the Government. The Contractor shall carefully conserve any utilities furnished without charge.
- B. The Contractor, at Contractor's expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of electricity used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.
- C. Contractor shall install meters at Contractor's expense and furnish the Medical Center a monthly record of the Contractor's usage of electricity as hereinafter specified.
- D. Heat: Furnish temporary heat necessary to prevent injury to work and materials through dampness and cold. Use of open salamanders or any temporary heating devices which may be fire hazards or may smoke and

damage finished work, will not be permitted. Maintain minimum temperatures as specified for various materials:

1. Obtain heat by connecting to Medical Center heating distribution system.

a. Steam is available at no cost to Contractor.

E. Electricity (for Construction and Testing): Furnish all temporary electric services.

1. Obtain electricity by connecting to the Medical Center electrical distribution system. The Contractor shall meter and pay for electricity required for electric cranes and hoisting devices, electrical welding devices and any electrical heating devices providing temporary heat. Electricity for all other uses is available at no cost to the Contractor.

F. Water (for Construction and Testing): Furnish temporary water service.

1. Obtain water by connecting to the Medical Center water distribution system. Provide reduced pressure backflow preventer at each connection. Water is available at no cost to the Contractor.

2. Maintain connections, pipe, fittings and fixtures and conserve water-use so none is wasted. Failure to stop leakage or other wastes will be cause for revocation (at Resident Engineer's discretion) of use of water from Medical Center's system.

G. Steam: Furnish steam system for testing required in various sections of specifications.

1. Obtain steam for testing by connecting to the Medical Center steam distribution system. Steam is available at no cost to the Contractor.

2. Maintain connections, pipe, fittings and fixtures and conserve steam-use so none is wasted. Failure to stop leakage or other waste will be cause for revocation (at Resident Engineer's discretion), of use of steam from the Medical Center's system.

H. Fuel: Natural and LP gas and burner fuel oil required for boiler cleaning, normal initial boiler-burner setup and adjusting, and for performing the specified boiler tests will be furnished by the Government. Fuel required for prolonged boiler-burner setup, adjustments, or modifications due to improper design or operation of boiler, burner, or control devices shall be furnished by the Contractor at Contractor's expense.

1.17 NEW TELEPHONE EQUIPMENT

A. The contractor shall coordinate with the work of installation of telephone equipment by others. This work shall be completed before the building is turned over to VA.

1.18 TESTS

- A. Pre-test mechanical and electrical equipment and systems and make corrections required for proper operation of such systems before requesting final tests. Final test will not be conducted unless pre-tested.
- B. Conduct final tests required in various sections of specifications in presence of an authorized representative of the Contracting Officer. Contractor shall furnish all labor, materials, equipment, instruments, and forms, to conduct and record such tests.
- C. Mechanical and electrical systems shall be balanced, controlled and coordinated. A system is defined as the entire complex which must be coordinated to work together during normal operation to produce results for which the system is designed. For example, air conditioning supply air is only one part of entire system which provides comfort conditions for a building. Other related components are return air, exhaust air, steam, chilled water, refrigerant, hot water, controls and electricity, etc. Another example of a complex which involves several components of different disciplines is a boiler installation. Efficient and acceptable boiler operation depends upon the coordination and proper operation of fuel, combustion air, controls, steam, feedwater, condensate and other related components.
- D. All related components as defined above shall be functioning when any system component is tested. Tests shall be completed within a reasonably short period of time during which operating and environmental conditions remain reasonably constant.
- E. Individual test result of any component, where required, will only be accepted when submitted with the test results of related components and of the entire system.

1.19 INSTRUCTIONS

- A. Contractor shall furnish Maintenance and Operating manuals (hard copies and electronic) and verbal instructions when required by the various sections of the specifications and as hereinafter specified. Verify hard copy requirements with Owner, minimum four.
- B. Manuals: Maintenance and operating manuals and one compact disc (one electronic copy each) for each separate piece of equipment shall be delivered to the Resident Engineer coincidental with the delivery of the equipment to the job site. Manuals shall be complete, detailed guides for the maintenance and operation of equipment. They shall include complete information necessary for starting, adjusting, maintaining in continuous operation for long periods of time and dismantling and

reassembling of the complete units and sub-assembly components. Manuals shall include an index covering all component parts clearly cross-referenced to diagrams and illustrations. Illustrations shall include "exploded" views showing and identifying each separate item. Emphasis shall be placed on the use of special tools and instruments. The function of each piece of equipment, component, accessory and control shall be clearly and thoroughly explained. All necessary precautions for the operation of the equipment and the reason for each precaution shall be clearly set forth. Manuals must reference the exact model, style and size of the piece of equipment and system being furnished. Manuals referencing equipment similar to but of a different model, style, and size than that furnished will not be accepted.

- C. Instructions: Contractor shall provide qualified, factory-trained manufacturers' representatives to give detailed instructions to assigned Department of Veterans Affairs personnel in the operation and complete maintenance for each piece of equipment. All such training will be at the job site. These requirements are more specifically detailed in the various technical sections. Instructions for different items of equipment that are component parts of a complete system, shall be given in an integrated, progressive manner. All instructors for every piece of component equipment in a system shall be available until instructions for all items included in the system have been completed. This is to assure proper instruction in the operation of inter-related systems. All instruction periods shall be at such times as scheduled by the Resident Engineer and shall be considered concluded only when the Resident Engineer is satisfied in regard to complete and thorough coverage. The Department of Veterans Affairs reserves the right to request the removal of, and substitution for, any instructor who, in the opinion of the Resident Engineer, does not demonstrate sufficient qualifications in accordance with requirements for instructors above.

1.20 GOVERNMENT-FURNISHED PROPERTY

- A. The Government shall deliver to the Contractor, the Government-furnished property shown on the drawings.
- B. Equipment furnished by Government to be installed by Contractor will be furnished to Contractor at the Medical Center.
- C. Storage space for equipment will be provided by the Government and the Contractor shall be prepared to unload and store such equipment therein upon its receipt at the Medical Center.
- D. Notify Contracting Officer in writing, 60 days in advance, of date on which Contractor will be prepared to receive equipment furnished by

Government. Arrangements will then be made by the Government for delivery of equipment.

1. Immediately upon delivery of equipment, Contractor shall arrange for a joint inspection thereof with a representative of the Government. At such time the Contractor shall acknowledge receipt of equipment described, make notations, and immediately furnish the Government representative with a written statement as to its condition or shortages.
 2. Contractor thereafter is responsible for such equipment until such time as acceptance of contract work is made by the Government.
- E. Equipment furnished by the Government will be delivered in a partially assembled (knock down) condition in accordance with existing standard commercial practices, complete with all fittings, fastenings, and appliances necessary for connections to respective services installed under contract. All fittings and appliances (i.e., couplings, ells, tees, nipples, piping, conduits, cables, and the like) necessary to make the connection between the Government furnished equipment item and the utility stub-up shall be furnished and installed by the contractor at no additional cost to the Government.
- F. Completely assemble and install the Government furnished equipment in place ready for proper operation in accordance with specifications and drawings.
- G. Furnish supervision of installation of equipment at construction site by qualified factory trained technicians regularly employed by the equipment manufacturer.

1.21 WORK DAYS AND HOURS AT PROJECT LOCATION

- A. SNHCS, Reno, NV. Normal working hours are between 7:30 a.m. and 4:00 p.m., Monday through Friday. If the Contractor needs to perform work during hours or days other than the hours or work days stated, the Contractor shall submit a written request Seven (7) Calendar Days prior to required start of work. The request shall include number of work days, work hours, elements, labor categories, and VA Master Specifications Construction Division Number, also starting times, ending times, and overall dates of proposed work. Work may begin during requested times only after approval of the request by the Contracting Officer.

1.22 SECURITY OF DOCUMENTS

- A. Security requirements addressing the destructions of records, drawings, and specifications by the Contractor shall be accomplished in accordance with VA Directive 6371 dated 02 May 2008.

1.23 BRAND NAME OR EQUAL

- A. Wherever a brand name is cited, contractor shall ensure, in any resultant contract, that any equal has the salient characteristics of the brand name. Lack of confirmation shall be grounds for Government inspection at any time and Government direction for replacement of materials or equipment by the Contractor at no increase in contract price or time.

1.24 SMOKE AND CARBON MONOXIDE MONITORING REQUIREMENTS

- A. Contractor, his employees, his subcontractors, and their employees shall adhere to SNHCS Policies for these requirements. They are available upon request from COR.

1.25 ADDITIONAL PROJECT INFORMATION

- A. Security Requirements:
1. Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.
- B. Government observes the following Holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day and, any other day specifically declared by the President of the United States.

1.26 ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS.

A. GENERAL:

- Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.
1. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.
 2. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, *Personnel Suitability*

and Security Program. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

3. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.
4. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.
5. The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

B. VA INFORMATION CUSTODIAL LANGUAGE

1. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA.
2. VA information should not be co-mingled, if possible, with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor

- must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on site inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.
3. Prior to termination or completion of this contract, contractor/subcontractor must not destroy information received from VA, or gathered/created by the contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, Records and Information Management and its Handbook 6300.1 Records Management Procedures, applicable VA Records Control Schedules, and VA Handbook 6500.1, Electronic Media Sanitization. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.
 4. The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.
 5. The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.
 6. If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the

contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.

7. If a VHA contract is terminated for cause, the associated BAA must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, Business Associate Agreements. Absent an agreement to use or disclose protected health information, there is no business associate relationship.
8. The contractor/subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.
9. The contractor/subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.
10. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.
11. Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order or other requests for the above mentioned information, that contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.
12. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or an MOU-ISA for system interconnection, the contractor/subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COTR.

C. INFORMATION SYSTEM DESIGN AND DEVELOPMENT

1. Information systems that are designed or developed for or on behalf of VA at non-VA facilities shall comply with all VA directives developed in accordance with FISMA, HIPAA, NIST, and related VA security and privacy control requirements for Federal information systems. This includes standards for the protection of electronic PHI, outlined in 45 C.F.R. Part 164, Subpart C, information and system security categorization level designations in accordance with FIPS 199 and FIPS 200 with implementation of all baseline security controls commensurate with the FIPS 199 system security categorization (reference Appendix D of VA Handbook 6500, *VA Information Security Program*). During the development cycle a Privacy Impact Assessment (PIA) must be completed, provided to the COTR, and approved by the VA Privacy Service in accordance with Directive 6507, *VA Privacy Impact Assessment*.
2. The contractor/subcontractor shall certify to the COTR that applications are fully functional and operate correctly as intended on systems using the VA Federal Desktop Core Configuration (FDCC), and the common security configuration guidelines provided by NIST or the VA. This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista) and future versions, as required.
3. The standard installation, operation, maintenance, updating, and patching of software shall not alter the configuration settings from the VA approved and FDCC configuration. Information technology staff must also use the Windows Installer Service for installation to the default "program files" directory and silently install and uninstall.
4. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.
5. The security controls must be designed, developed, approved by VA, and implemented in accordance with the provisions of VA security system development life cycle as outlined in NIST Special Publication 800-37, *Guide for Applying the Risk Management Framework to Federal Information Systems*, VA Handbook 6500, *Information Security Program* and VA Handbook 6500.5, *Incorporating Security and Privacy in System Development Lifecycle*.
6. The contractor/subcontractor is required to design, develop, or operate a System of Records Notice (SOR) on individuals to accomplish an agency function subject to the Privacy Act of 1974, (as amended), Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable

agency regulations. Violation of the Privacy Act may involve the imposition of criminal and civil penalties.

7. The contractor/subcontractor agrees to:
 - a. Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies:
 - a). The Systems of Records (SOR); and
 - b). The design, development, or operation work that the contractor/subcontractor is to perform;
 - c). Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a SOR on individuals that is subject to the Privacy Act; and
 - d). Include this Privacy Act clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a SOR.
 - e). In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a SOR on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a SOR on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a SOR on individuals to accomplish an agency function, the contractor/subcontractor is considered to be an employee of the agency.
8. "Operation of a System of Records" means performance of any of the activities associated with maintaining the SOR, including the collection, use, maintenance, and dissemination of records.
9. "Record" means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and contains the person's name, or identifying number, symbol, or any other identifying particular assigned to the individual, such as a fingerprint or voiceprint, or a photograph.
 - a. "System of Records" means a group of any records under the control

of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

10. The vendor shall ensure the security of all procured or developed systems and technologies, including their subcomponents (hereinafter referred to as "Systems"), throughout the life of this contract and any extension, warranty, or maintenance periods. This includes, but is not limited to workarounds, patches, hotfixes, upgrades, and any physical components (hereafter referred to as Security Fixes) which may be necessary to fix all security vulnerabilities published or known to the vendor anywhere in the Systems, including Operating Systems and firmware. The vendor shall ensure that Security Fixes shall not negatively impact the Systems.
11. The vendor shall notify VA within 24 hours of the discovery or disclosure of successful exploits of the vulnerability which can compromise the security of the Systems (including the confidentiality or integrity of its data and operations, or the availability of the system). Such issues shall be remediated as quickly as is practical.
12. When the Security Fixes involve installing third party patches (such as Microsoft OS patches or Adobe Acrobat), the vendor will provide written notice to the VA that the patch has been validated as not affecting the Systems within 10 working days. When the vendor is responsible for operations or maintenance of the Systems, they shall apply the Security Fixes as quickly as practical.
13. All other vulnerabilities shall be remediated as specified in this paragraph in a timely manner based on risk, but within 60 days of discovery or disclosure. Exceptions to this paragraph (e.g. for the convenience of VA) shall only be granted with approval of the contracting officer and the VA Assistant Secretary for Office of Information and Technology.

D. INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE

1. For information systems that are hosted, operated, maintained, or used on behalf of VA at non-VA facilities, contractors/subcontractors are fully responsible and accountable for ensuring compliance with all HIPAA, Privacy Act, FISMA, NIST, FIPS, and VA security and privacy directives and handbooks. This includes conducting compliant risk assessments, routine vulnerability scanning, system patching and change management procedures, and the completion of an acceptable contingency plan for each system. The contractor's security control procedures must be equivalent, to those procedures used to secure VA systems. A Privacy

Impact Assessment (PIA) must also be provided to the COTR and approved by VA Privacy Service prior to operational approval. All external Internet connections to VA's network involving VA information must be reviewed and approved by VA prior to implementation.

2. Adequate security controls for collecting, processing, transmitting, and storing of Personally Identifiable Information (PII), as determined by the VA Privacy Service, must be in place, tested, and approved by VA prior to hosting, operation, maintenance, or use of the information system, or systems by or on behalf of VA. These security controls are to be assessed and stated within the PIA and if these controls are determined not to be in place, or inadequate, a Plan of Action and Milestones (POA&M) must be submitted and approved prior to the collection of PII.
3. Outsourcing (contractor facility, contractor equipment or contractor staff) of systems or network operations, telecommunications services, or other managed services requires certification and accreditation (authorization) (C&A) of the contractor's systems in accordance with VA Handbook 6500.3, *Certification and Accreditation* and/or the VA OCS Certification Program Office. Government-owned (government facility or government equipment) contractor-operated systems, third party or business partner networks require memorandums of understanding and interconnection agreements (MOU-ISA) which detail what data types are shared, who has access, and the appropriate level of security controls for all systems connected to VA networks.
4. The contractor/subcontractor's system must adhere to all FISMA, FIPS, and NIST standards related to the annual FISMA security controls assessment and review and update the PIA. Any deficiencies noted during this assessment must be provided to the VA contracting officer and the ISO for entry into VA's POA&M management process. The contractor/subcontractor must use VA's POA&M process to document planned remedial actions to address any deficiencies in information security policies, procedures, and practices, and the completion of those activities. Security deficiencies must be corrected within the timeframes approved by the government. Contractor/subcontractor procedures are subject to periodic, unannounced assessments by VA officials, including the VA Office of Inspector General. The physical security aspects associated with contractor/subcontractor activities must also be subject to such assessments. If major changes to the system occur that may affect the privacy or security of the data or the system, the C&A of the system may need to be reviewed, retested and re-

authorized per VA Handbook 6500.3. This may require reviewing and updating all of the documentation (PIA, System Security Plan, Contingency Plan). The Certification Program Office can provide guidance on whether a new C&A would be necessary.

5. The contractor/subcontractor must conduct an annual self assessment on all systems and outsourced services as required. Both hard copy and electronic copies of the assessment must be provided to the COTR. The government reserves the right to conduct such an assessment using government personnel or another contractor/subcontractor. The contractor/subcontractor must take appropriate and timely action (this can be specified in the contract) to correct or mitigate any weaknesses discovered during such testing, generally at no additional cost.
6. VA prohibits the installation and use of personally-owned or contractor/subcontractor-owned equipment or software on VA's network. If non-VA owned equipment must be used to fulfill the requirements of a contract, it must be stated in the service agreement, SOW or contract. All of the security controls required for government furnished equipment (GFE) must be utilized in approved other equipment (OE) and must be funded by the owner of the equipment. All remote systems must be equipped with, and use, a VA-approved antivirus (AV) software and a personal (host-based or enclave based) firewall that is configured with a VA-approved configuration. Software must be kept current, including all critical updates and patches. Owners of approved OE are responsible for providing and maintaining the anti-viral software and the firewall on the non-VA owned OE.
7. All electronic storage media used on non-VA leased or non-VA owned IT equipment that is used to store, process, or access VA information must be handled in adherence with VA Handbook 6500.1, *Electronic Media Sanitization* upon: (i) completion or termination of the contract or (ii) disposal or return of the IT equipment by the contractor/subcontractor or any person acting on behalf of the contractor/subcontractor, whichever is earlier. Media (hard drives, optical disks, CDs, back-up tapes, etc.) used by the contractors/subcontractors that contain VA information must be returned to the VA for sanitization or destruction or the contractor/subcontractor must self-certify that the media has been disposed of per 6500.1 requirements. This must be completed within 30 days of termination of the contract.
8. Bio-Medical devices and other equipment or systems containing media (hard drives, optical disks, etc.) with VA sensitive information must

not be returned to the vendor at the end of lease, for trade-in, or other purposes. The options are:

- a. Vendor must accept the system without the drive;
 - b. VA's initial medical device purchase includes a spare drive which must be installed in place of the original drive at time of turn-in; or
 - c. VA must reimburse the company for media at a reasonable open market replacement cost at time of purchase.
9. Due to the highly specialized and sometimes proprietary hardware and software associated with medical equipment/systems, if it is not possible for the VA to retain the hard drive, then;
- a. The equipment vendor must have an existing BAA if the device being traded in has sensitive information stored on it and hard drive(s) from the system are being returned physically intact; and
 - b. Any fixed hard drive on the device must be non-destructively sanitized to the greatest extent possible without negatively impacting system operation. Selective clearing down to patient data folder level is recommended using VA approved and validated overwriting technologies/methods/tools. Applicable media sanitization specifications need to be pre-approved and described in the purchase order or contract.
 - c. A statement needs to be signed by the Director (System Owner) that states that the drive could not be removed and that (a) and (b) controls above are in place and completed. The ISO needs to maintain the documentation.

E. SECURITY INCIDENT INVESTIGATION

1. The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/subcontractor shall immediately notify the COTR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access.
2. To the extent known by the contractor/subcontractor, the contractor/subcontractor's notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at

risk or compromised), and any other information that the contractor/subcontractor considers relevant.

3. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.
4. In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

F. LIQUIDATED DAMAGES FOR DATA BREACH

1. Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.
2. The contractor/subcontractor shall provide notice to VA of a "security incident" as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.

3. Each risk analysis shall address all relevant information concerning the data breach, including the following:

A. NATURE OF THE EVENT (LOSS, THEFT, UNAUTHORIZED ACCESS);

B. DESCRIPTION OF THE EVENT, INCLUDING:

(1) DATE OF OCCURRENCE;

(2) DATA ELEMENTS INVOLVED, INCLUDING ANY PII, SUCH AS FULL NAME, SOCIAL SECURITY NUMBER, DATE OF BIRTH, HOME ADDRESS, ACCOUNT NUMBER, DISABILITY CODE;

(3) NUMBER OF INDIVIDUALS AFFECTED OR POTENTIALLY AFFECTED;

(4) NAMES OF INDIVIDUALS OR GROUPS AFFECTED OR POTENTIALLY AFFECTED;

(5) EASE OF LOGICAL DATA ACCESS TO THE LOST, STOLEN OR IMPROPERLY ACCESSED DATA IN LIGHT OF THE DEGREE OF PROTECTION FOR THE DATA, E.G., UNENCRYPTED, PLAIN TEXT;

(6) AMOUNT OF TIME THE DATA HAS BEEN OUT OF VA CONTROL;

(7) THE LIKELIHOOD THAT THE SENSITIVE PERSONAL INFORMATION WILL OR HAS BEEN COMPROMISED (MADE ACCESSIBLE TO AND USABLE BY UNAUTHORIZED PERSONS);

(8) KNOWN MISUSES OF DATA CONTAINING SENSITIVE PERSONAL INFORMATION, IF ANY;

(9) ASSESSMENT OF THE POTENTIAL HARM TO THE AFFECTED INDIVIDUALS;

(10) DATA BREACH ANALYSIS AS OUTLINED IN 6500.2 HANDBOOK, *MANAGEMENT OF SECURITY AND PRIVACY INCIDENTS*, AS APPROPRIATE; AND

(11) WHETHER CREDIT PROTECTION SERVICES MAY ASSIST RECORD SUBJECTS IN AVOIDING OR MITIGATING THE RESULTS OF IDENTITY THEFT BASED ON THE SENSITIVE PERSONAL INFORMATION THAT MAY HAVE BEEN COMPROMISED.

C. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying the VA liquidated damages per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

(1) NOTIFICATION;

(2) ONE YEAR OF CREDIT MONITORING SERVICES CONSISTING OF AUTOMATIC DAILY MONITORING OF AT LEAST 3 RELEVANT CREDIT BUREAU REPORTS;

(3) DATA BREACH ANALYSIS;

- (4) FRAUD RESOLUTION SERVICES, INCLUDING WRITING DISPUTE LETTERS, INITIATING FRAUD ALERTS AND CREDIT FREEZES, TO ASSIST AFFECTED INDIVIDUALS TO BRING MATTERS TO RESOLUTION;
- (5) ONE YEAR OF IDENTITY THEFT INSURANCE WITH \$20,000.00 COVERAGE AT \$0 DEDUCTIBLE; AND
- (6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

G. SECURITY CONTROLS COMPLIANCE TESTING

1. On a periodic basis, VA, including the Office of Inspector General, reserves the right to evaluate any or all of the security controls and privacy practices implemented by the contractor under the clauses contained within the contract. With 10 working-day's notice, at the request of the government, the contractor must fully cooperate and assist in a government-sponsored security controls assessment at each location wherein VA information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of VA, including those initiated by the Office of Inspector General. The government may conduct a security control assessment on shorter notice (to include unannounced assessments) as determined by VA in the event of a security incident or at any other time.

H. TRAINING

1. All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:
 - a. Successfully complete the *VA Cyber Security Awareness and Rules of Behavior* training and annually complete required security training;
 - b. Successfully complete the appropriate VA privacy training and annually complete required privacy training; and
 - c. Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access [to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document - e.g., any role-based information security training required in

accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]

3. The contractor shall provide to the contracting officer and/or the COTR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.
4. *Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.*

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