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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

1. Contract Administration: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 00770 James D. Justus
Department of Veterans Affairs
National CMOP
3450 S. 4th St. Trafficway
Leavenworth KS 66048-5581

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

☒ 52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☒ Progress Payments; refer to Contract Administration Data

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

ELECTRONIC INVOICING REQUIRED

OB10 e-Invoice setup info:

Department of Veterans Affairs

PO Box 149971

Austin TX 78714-8971

ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO	DATE

B.2 PRE-SOLICITATION CONFERENCE

The Charleston Consolidated Mail Outpatient Pharmacy (CMOP) intends to hold a pre-solicitation conference on January 27, 2016 beginning at 8am. Vendors planning to attend the conference must e-mail the contracting officer (james.justus2@va.gov) with the following information no later than January 22, 2016 at 3 PM Eastern Standard Time (EST):

1. Name of Company, Business Size, and DUNS Number
2. Attendee(s) name (maximum of two representatives per company)

As previously stated, reservations must be submitted to the contracting officer no later than January 22, 2016 at 3 PM EST. Late submissions will not be accepted.

The conference will cover:

1. A brief overview of the project
2. Industry questions of draft solicitation
3. Tour of current facility
4. Final Q&A

*A transcript of the Q&A session will be posted to FBO.

Conference Address:

Department of Veterans Affairs
Charleston CMOP
3725 Rivers Ave, Suite 2
North Charleston, SC 29405-7038

B.3 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes FAR 52.219-14 Limitations on Subcontracting. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR

2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

CHARLESTON AUTOMATED PRESCRIPTION FULFILLMENT SYSTEM (APFS) **STATEMENT OF WORK**

ATTACHMENTS:

(A): CMOP Data Interface Control Document R1 3c

(B): Conceptual Floor Plan

PART I: BACKGROUND

A. INTRODUCTION

1. The Charleston Consolidated Mail Outpatient Pharmacy (Charleston CMOP), located in Charleston, South Carolina, requires an Automated Prescription Fulfillment System (APFS) that fully supports industry dispensing trends, provides improvements in processing accuracy and timeliness of throughput, contains all commercial-off-the-shelf (COTS) as well as commercially available replacement components for follow-on maintenance, and is expandable and configurable to meet future fulfillment needs.
2. The Charleston CMOP is one of seven Consolidated Mail Outpatient Pharmacy (CMOP) facilities located across the United States. This Department of Veterans Affairs (VA) program provides prescription fulfillment and mailing for Veteran patients. Advanced automation and equipment schemes are used in this highly automated environment to fulfill prescription orders from Department of Veterans Affairs Medical Centers and Community Based Outpatient Clinics throughout the country, with the potential for future growth based upon agreements with other Federal agencies.
 - In the current CMOP automated production system, the unit-of-use (UUA) automation server searches in a shared directory on the tote controller to find work assigned to it. The Tablet and Capsule Automation (TCA) uses Ethernet connectivity for the production system's software to reach into and direct the Tablet and Capsule system routing of conveyance devices using Radio Frequency Identification (RFID) technology.
 - Conveyance start-up, routing and tracking are managed through the current production software.
 - Background procedures continuously run on a server pulling data from the VA Central Database (CDB) and creating a data file. Induction software utilizes that data file to process orders. The VA CDB and local servers populate the non-automated work areas of the Charleston CMOP with orders to be filled.

B. STATEMENT OF NEED

The purpose of this procurement is to obtain fulfillment automation for a new facility that meets the accuracy, timeliness, and throughput requirements of the dynamic workload of the Charleston CMOP. The Charleston CMOP requires a contractor to serve as a systems integrator who will

design a working APFS, procure all subsystems, and configure the APFS to successfully operate within the existing VA and National CMOP database structures. Any system, subsystem, or component must be fully functional and fully integrated with the CMOP electronic data structure as outlined in the CMOP Data Interface Control Document R1 3c. The APFS shall be capable of dispensing individual solid dosage forms as well as unit of use products. Ancillary support systems, a robust Warehouse Management System (WMS), and a comprehensive data logging, collection and reporting system are required.

C. DEFINITIONS

APFS – Automated Prescription Fulfillment System. Acronym used to describe all hardware, software, and integrated components and logic for the entire system.

Automated Production System Database Structure – Database tables and electronic data format in a Microsoft SQL Server database structure that provides for two-way data exchange between VA patient orders, the APFS, and the Central Database (CDB).

Backordered Prescription – A prescription for an out-of-stock item that is unavailable for fulfillment through the APFS.

Bottle – Refers to the physical container into which solid dosage forms are dispensed.

Canister – A sealable container for tablet or capsule storage and delivery of product to a dispenser, conforming to USP-NF 621 standards for storage of pharmaceuticals, and protected with a fail-safe and tamper evident interlock system

Central Database (CDB) – A MSSQL database consisting of all VA CMOP prescription data details required for prescription fulfillment. The CDB resides in Tucson, AZ.

Controlled Substance – A drug or chemical whose manufacture, possession, and use are regulated by the Drug Enforcement Agency (DEA) and Food and Drug Administration (FDA).

Drug Enforcement Agency (DEA) – The federal law enforcement agency under the United States Department of Justice tasked with enforcing controlled substance regulations and laws.

De-pucker – An automated process used to remove a vial from a transport puck when the system uses a puck-based transport.

Dispense - An automated process designed to accurately deliver the product. For the TCA, the dispenser will accurately count tablets or capsules prior to dispensing. For the UUA it will dispense pre-packaged unit-of-issue product.

Document Set – Patient specific printed documents that may, but not necessarily, consist of a refill request form, address correction form, and medication instructions and information.

Ergonomic Design – Consideration of the interactions between humans and the APFS that are designed to maximize user interaction with assigned task and system performance while minimizing potential of repetitive strain injuries and inefficient motion.

FIFO – (First in, first out) An acronym used to describe a method of organizing and manipulating data relative to time and prioritization, i.e., what comes in first is handled first, what comes in next waits until the first is finished, etc.

Food and Drug Administration (FDA) – The federal agency under the Department of Health and Human Services, responsible for protecting and promoting public health.

Fulfillment – The complete process from receipt of patient prescription order through processing and packaging.

Item – A Legend or Non-Legend drug or other product for fulfillment.

Medication Guides – Specific printed information that may be associated with a specific product or drug class and required to accompany all patient prescriptions for that product.

Non-Legend – A term used to describe a drug or other product that does not require the express written prescription of a health care provider.

Order - See patient order

Order Profile - See patient order

Occupational Safety and Health Administration (OSHA) – A federal agency charged with the enforcement of safety and health legislation.

Operational Costs – The combined expense of personnel and consumable supplies required to achieve APFS throughput at the specified rate. These are typically reported as separate entries. When personnel costs are needed, VA will apply actual labor rates to the recommended staffing profile to establish cost estimates.

Parcel – A completed patient order containing all prescriptions and documentation sealed in a pouch mailer or box that is ready for shipment.

Patient Order - A combination of prescriptions, prescribed by a healthcare provider, from a remote site, batched together and electronically transferred for CMOP fulfillment.

Pharmaceutical Prime Vendor (PPV) – the pharmaceutical drug distribution contractor used by VA.

Pharmacist Verification (PV) – A quality control process where prescriptions are presented to a licensed pharmacist for inspection and approval prior to forwarding for packaging and shipment.

Picker Assembly – A device used in unit-of-use dispensing technology to deliver individual products during the fulfillment process.

Piece – A term used within the UUA order management software that refers to a discrete item of throughput. Individual prescriptions may be of a quantity that requires multiple pieces to contain the required item count. A UUA prescription may consist of one to many boxes or containers (pieces).

Prescription – A unique drug product or supply item ordered by a health care provider for a specific patient.

Primary Inventory Storage – A designated storage location for bulk, unopened stock that has not been assigned to a specific dispensing location.

Puck – A weighted and sturdy device, made of plastic or similar material, used to transport upright vials on a conveyor to TCA dispensing units and other applicable routing locations.

Random Inventory Storage – Storage of product (that fits) in any empty storage location that maximizes the use of empty locations and results in higher space utilization and improved labor productivity during stock put-away.

Replenishment – The process of refilling TCA canisters or UUA chutes with product.

Secondary Inventory Storage – The storage location for inventory that is moved from primary inventory storage to specific physical dispensing locations.

Secure Client Software – Software that provides a wireless security solution that meets VA Office of Information & Technology requirements, such as Air Fortress, that covers a broad range of devices.

SLIP – Shortest Life Into Production. An acronym used to describe the concept of prioritizing product with a short expiration date for use before the same product with a longer expiration date.

Split Orders – A term used to describe breaking a single patient order for multiple items into smaller divisions for processing in different production areas.

Stock Keeping-Units (SKU) – A unique item that is associated with a single bar code for identification.

Supertote – A term used to describe a many-to-one relationship of single items for multiple patients dispensed into a single transport container (tote).

Tablet and Capsule Automation (TCA) – Automated dispensing system that directs the filling of prescription orders from induction through sortation and handoff to other automated systems, i.e., controls the vials receiving the dispensed product, applies patient labels, accurately counts product during dispensing, allows pharmacist verification, applies and secures caps on the vials, and sorts patient specific prescriptions utilizing bulk tablet and capsule stock of various sizes, weights, textures, and shapes.

Tote – A container used to transport one-to-many products on conveyors through the APFS.

United States Pharmacopeia/National Formulary (USP-NF) - a non-governmental, official public standards-setting authority for prescription and over-the-counter medicines and other healthcare products manufactured or sold in the United States.

Unit-of-Use Automation (UUA) – A mechanical device that stores and dispenses unit-of-issue medications and supplies in containers of various sizes and shapes.

VA CMOP Production Software– Integrated applications utilizing a Microsoft SQL Server database and associated applications that provide for two-way data exchange between VA patient orders and the APFS.

Vial – A term used within the order management software that refers to a discrete item of throughput. An individual prescription may require multiple items of throughput to contain the required quantity. Each of those items of throughput is tracked separately.

Warehouse Management System (WMS) – An integrated software system that controls the movement and storage of materials within the warehouse and processes the associated transactions, including shipping, receiving, put-away and picking. The system also directs and optimizes stock put-away based on real-time information about the status of product utilization.

D. SYSTEM RELATIONSHIPS

1. Patient Order Relationships - A one-to-one or one-to-many relationship exists between a patient order and the final bottle-unit or dispense-unit processed by APFS. These terms are often used interchangeably, but, depending on the context of use, they may represent significantly different concepts. The following chart demonstrates and defines terms and relationships:

Term	Definition	Example	Relationship
Patient Order or Order	A combination of prescriptions prescribed by a healthcare provider from a remote site that is batched together and electronically transferred for CMOP fulfillment. Each patient order is defined by a unique transmission/order number.	In a specific transmission, a single patient may have prescriptions for one or many prescription items. These prescriptions are electronically transmitted to CMOP as a group. For example, if there are three unique items prescribed for a patient, then the Patient Order contains three items.	
Prescription	A unique drug product or supply item ordered by a health care provider for a specific patient in a specific quantity. A prescription may consist of a prescribed quantity of tablets or capsules, unit-of-issue items contained in boxes or bottles, and/or bulk items that may be boxed.		The current (6/2015) average Patient Order for Charleston CMOP contains 1.665 prescriptions
Dispense Unit (Vial or piece)	A discrete item of throughput processed through the production system. Individual prescriptions may be of a quantity that requires multiple vials or pieces to contain the required item count. A TCA prescription may consist of multiple vials. Each TCA vial may contain one to many tablets or capsules. A UUA prescription may consist of one to many boxes or containers (pieces). The order management system	<p>If Drug A is filled from TCA and the individual tablet or capsule count is such that two bottles are physically necessary to hold the required contents, then this single prescription requires two vials to be tracked through the system.</p> <p>If Drug B is filled from UUA and the prescription order calls for five boxes to complete the requested item count, then this single prescription requires five</p>	<p>The current average Charleston CMOP TCA prescription consists of 1.079 vials for processing.</p> <p>The current average Charleston CMOP UUA prescription consists of 1.5 pieces to be counted through UUA system.</p>

Term	Definition	Example	Relationship
	refers to vials and pieces as “vials”.	pieces to be processed by UUA.	

2. Product Code – National Drug Code (NDC) Number - Stock Keeping Unit (SKU)
Relationship - A one-to-many relationship exists between a product code and a unique SKU in the APFS. The following chart demonstrates and defines terms and relationships:

Term	Definition	Example	Relationship
Product Code	A unique, 5-character, alphanumeric value assigned by VA National Drug File to a specific drug or supply item	Product Code A0001 is assigned to Acebutolol HCl 200mg cap	
NDC Number	National Drug Code Number (FDA Standard) - a unique 11-digit code number that identifies a drug product by manufacturer and stock bottle quantity. It is in a 5-4-2 sequence; the first 5 digits represent the manufacturer, the next 4 digits identify the drug and strength, the final 2 digits describe pack size.	Drug A from manufacturer X may be assigned the NDC number 12345-1234-01 Drug A from manufacturer Y may be assigned the NDC number 98765-1234-01	A Product Code potentially may have multiple NDC numbers associated with it
Pack Size or Stock Keeping Unit (SKU)	A quantity-based container unit for dispensing. The term SKU may also be used to identify a physical location for the warehousing function. The current Charleston CMOP houses 4,500 medications and	Drug A from Manufacturer X may be repackaged and dispensed in multiple pack sizes. Drug A from manufacturer Y may be repackaged and dispensed in pack sizes of	There may be hundreds of pack sizes or SKU associated with each 9 digit NDC number

Term	Definition	Example	Relationship
	supplies which equates to approximately 11,000 SKU.	30 count, 60 count, 90 count, etc., for as many pack sizes as may be required for fulfillment of Drug A	

PART II: SYSTEM

A. SYSTEM PERFORMANCE AND DESIGN

1. Data Transfer and Acceptance

- (a) The APFS shall integrate with the existing National CMOP system database structure which currently operates in an MSSQL 2012 environment in a format and structure specified by the CMOP. The CMOP will provide existing table structure (format) upon award. Any product, subsystem, or system must be fully functional in this environment.
- (b) The APFS shall be capable of 24 hour operational transmitting and receiving of data, to include, but not limited to, accepting electronic patient order information from the National CMOP system database, acknowledging receipt of orders, accurately processing orders in all aspects of automated and manual dispensing, and returning the appropriate data without disruption of operations. The APFS must accept and return patient order data consistent with the electronic data structure as outlined in the CMOP Data Interface Control Document R1 3c (See Attachment (A)).
- (c) Electronic transmissions are batched and transmitted periodically throughout the day and consist of orders for multiple patients. Patient orders may consist of single or multiple prescriptions. A prescription may consist of a prescribed quantity of tablets or capsules, unit-of-issue items contained in boxes or bottles, or bulk items that may be boxed. A single prescription may require more than one dispensing unit (vial or piece).
- (d) The APFS shall efficiently utilize automation and workflow algorithms for order fulfillment and provide mechanisms to take independent action (cancel, reallocate, etc.) on individual prescriptions without impacting the remainder of a patient order.
- (e) The APFS shall be designed to receive and process data from barcode scans (linear, 2D and any current format at time of acceptance) and RFID input.

2. Software Development and Source Code

- (a) The system shall be developed as a distributed architecture. To the extent possible, systems shall be standardized to a Microsoft platform using MS Windows 2010 Server R2 (or newer VA approved version) and Microsoft SQL Server 2012 (or newer VA approved version). VA will acquire rights in data provided by Contractor under the contract resulting from this solicitation in accordance with Federal Acquisition Regulation (FAR) clause 52.227-14.
- (1) Software development shall be web enabled/based software produced using the current VA approved Microsoft . Net technology at the time of system go-live. Other software development shall use the current VA approved Microsoft Visual Studio Suite at the time of system go-live.
- (2) Software programming shall use standard Windows programming techniques and standard Windows programming APIs. Programs shall be designed and implemented to

run on any machine in the facility that has the necessary hardware components to run that software. (For example, a labeling application shall be able to run on any computer that is connected to the network and has the necessary label and tote identification/scanning equipment).

- (3) All workstations shall conform to VA standard desktop environment, which is a Microsoft Windows VA approved system. The workstations shall not have work “pushed” or queued onto them. The workstations shall be able to pull up any order that is scheduled to visit that work area, even if the tote for that order was physically diverted into another queue. This will allow the CMOP personnel to distribute work to other zones, as necessary, to balance the workload.
- (b) The contractor shall deliver a configured development environment. This environment shall have, at a minimum:
- (1) The completed source code to the CMOP such that VA has unlimited rights per FAR 52.227-14 and can change the source code as needed to improve the throughput of the automated system. This includes all programs, PLC software, etc. developed specifically for the CMOP, as well as any of the contractor’s standard software libraries that are required for this system.
 - (2) The completed source code shall be clearly documented. PLC/Control code shall include tag names and descriptions on all I/O and internal memory points, as well as descriptions of the purpose and function of each major section of code.
 - (3) The compiler/development software, PLC programming software, debugger, DLLs, as necessary to modify, compile and link the control system software.
 - (4) All libraries for third party software to which the contractor’s applications must link.
 - (5) Installation batch procedures for all control and workstation computers to load the necessary executables, DLLs, configuration files, etc., that are part of the contractor’s deliverables, that are required to operate that station. It is not required that this procedure load third party software, such as drivers for add-on hardware, database drivers, etc.
 - (6) Programming software for PLCs, smart motors, robots, scanners, and all other programmable control or IO devices.
 - (7) The contractor shall provide two (2) complete sets of software, communication cables, cards, and/or converter devices, etc. required for programming of PLCs, smart motors, robots, scanners, and all other programmable control or IO devices. All software and associated programmable devices must be compatible with current VA OI&T security and group policies.
 - (8) All computer equipment shall not exceed 60% CPU utilization when running all required applications to support full production.
 - (9) Version control for all software. Each modification of the software module requires a new version number to allow for tracking changes to the software. Version control shall be used to ensure the correct version of the software is running on all systems.
- i. The Government will furnish a source code repository such as Microsoft Team Foundation Server in order to track all versions of all code developed by the Contractor.

- ii. All Government information, data, and source code will be stored and processed exclusively through the virtual desktop environment whether a Contractor is accessing the Government network through VPN or through access from within a Government facility.

(10) New versions of software shall be capable of being 'pushed' out to the appropriated systems using automated tools such as MS SCCM.

(c) Audit Trails:

- (1) The system shall be able to create, maintain, and protect from modification or unauthorized access or destruction of an audit trail of accesses to the objects it protects. The audit data shall be protected so that read access to it is limited to those who are authorized. Audit logs containing prescription specific data will be available for the life of the prescription fill plus 30 days. A system for archiving the audit logs will be included and shall allow for storing the logs on a removable storage medium.
- (2) The system shall be able to record the following types of events with the ability to immediately access the recorded data with real time and archived reports:
 - File changes, journal entries, exceptions, validation changes, error reports
 - Identify access via the remote diagnostic capabilities
 - Identify use of debugging tools, which may modify date, the operating system and application programs
 - Identify all commands to enable or disable logging activities
 - Identify all detected attempts of unauthorized access including user identification code and invalid password with date, time and location
 - Identify all modifications to security settings and parameters
 - Identify all changes to access authorities including creating, disabling and deleting user identification codes
 - Identify all areas accessed via a communication link
 - Identify all users who have signed on the system with date, time and system name or mode of sign on (port, terminal, dial-up or LAN)
 - Identify users signed off of system with date, time, and system name of sign off
 - Identify all users who have a selected function
 - Identify all activity for a given user
- (3) For each recorded event, the audit record shall be able to identify the date and time of the event, user, type of event, and success or failure of the event. For identification and authentication events, the origin of request (e.g. terminal id, port, etc.) shall be included in the audit record. For events that introduce an object into the user's address space and for object deletion events, the audit record shall include the name of the object and the object's label. The system administrator shall be able to selectively audit the actions of any one or more users based on individual identity and/or object label. The audit system shall raise alarms whenever a threshold is reached with respect to an auditing system resource (disk space in audit log volume) or when auditing has been turned off (either inadvertently or deliberately). It shall also support alarm features, which provide immediate notification of predefined events, including events recorded on the audit log.
- (d) Deliverable documentation will be provided to the COR immediately after installation and prior to any training and system acceptance. Additional documentation requirements are located in PART II, subsection D.4 of this document. Minimum documents include:

- (1) Security Feature User Guide

- (2) System Administrator Manual
- (3) User Manuals
- (4) Preventative maintenance tasks, schedules, and recommended parts stock levels
- (5) Software and Hardware Testing Procedures and Results
- (6) Network Diagram
- (7) Site Plan (Floor Plan) Drawings
- (8) "As Built" drawings
- (9) Process and Instrumentation Piping (P&ID) Drawings
- (10) Wiring Diagrams
- (11) Control Logic Diagrams
- (12) Hardware and Software Inventory
- (13) Technical Documentation (i.e. all input/output points, ports, etc. used on the system; software programs for programmable devices including but not limited to PLCs, port expanders, etc.) This documentation must be as implemented, not as designed, and include but not limited to:
 - Detailed Network Diagram
 - Software Technical Documentation. This documentation includes software and process flow charts. All source code must be documented within the code itself. Software shall have version control and be provided to the government in Microsoft Team Foundation Server.
- (14) Provide 4 soft copies of documentation on DVD. Soft copy drawings shall be in AutoCad (.dwg) and Adobe Acrobat formats. Documents shall be provided in Microsoft Word and Adobe Acrobat format in the English language, allowing for future edits and updates and providing a table of contents to include jump links.
- (15) Provide 4 hard copies of all documents, bound in 3-ring binders.
- (16) Provide 4 full size (22" x 34") copies of the Site Plan and P&ID Drawings.
- (17) Provide 4 half size (11" x 17") copies of all other drawings

3. System Throughput Requirements

- (a) The APFS shall accurately process and complete a minimum of 80,000 prescriptions during each 7.5 hours of operation within an 8.5 hour work shift. Vendor should anticipate a 2 shift operation to support current CMOP Charleston workload. Weekend overtime may be required to support additional workload. Any preventative maintenance or routine software maintenance that requires off-production hours shall be identified in hours and periodicity. Complete is defined as the prescription is filled, packaged, and ready for induction to the delivery stream.
- (b) The APFS shall accommodate any system stoppages or other interruptions without requiring any extended cycle-down or cycle-up time (time required to go between system-idle and system-full operation) within a total work shift of 8.5 hours. Extended is defined as more than 60 seconds. Each sub-system shall be capable of independent operation. Replenishment at any point in the APFS shall not degrade system performance.
- (c) The contractor shall deliver a fully integrated APFS that minimizes the costs associated with prescription fulfillment. The contractor shall determine the cost point of diminishing return for each sub-system and provide the most cost effective balance between automated and manual processes for each APFS area including paperwork print and insertion into parcels, Unit-of-Use Automation (UUA), and other subsystems. The APFS shall be designed to ensure throughput is not impacted by rework. Reject rates shall not exceed 0.05% on any subsystem.

4. Footprint for Automation / Workflow Design

- (a) The APFS with integrated storage locations for pharmaceutical stock and consumable supplies shall fit within the identified facility space as determined at the initial pre-proposal site visit or preliminary/conceptual drawing (VA is in the process of acquiring a new, leased facility and “as-built” drawings are not yet available. See Attachment (B) for conceptual drawing).
 - (b) The Government will provide preliminary/conceptual drawing of the available space for the APFS. The Government requires a logical and efficient workflow that begins in receiving and terminates at shipping. The contractor shall utilize the basic workflow concepts detailed in the nominal space plan.
 - (c) The APFS shall be compliant with National Fire Protection Association codes and all local, state, and federal building codes relevant to the building’s location. The contractor shall supply life safety drawings delineating egress paths and distances in accordance with the latest edition of NFPA 101, Industrial Occupancy classification and include an assessment and design, as required, for high bay storage sprinkler protection in accordance with the latest edition of NFPA 72.
 - (d) The contractor shall design the APFS with appropriate engineering principles that consider product storage, ergonomic requirements, housekeeping and maintenance access needs and other operational requirements which promote an effective and efficient workflow.
 - (e) The APFS footprint shall include storage for stock dispensing areas. Stock dispensing areas are designated for stock that has been assigned to a specific dispensing location(s). The contractor shall provide all appropriate shelves, racks, or other storage systems for each stock storage area, to include storage for palletized items.
 - (f) The APFS footprint shall also include stock storage locations designated for unopened bulk product storage prior to assignment to a stock dispensing area. The stock storage location shall be physically separate and securable from stock dispensing areas with consideration given to safe and efficient movement from the receiving areas as well as to the stock dispensing areas.
 - (g) APFS Operation and Staffing Plan shall be submitted with proposal and will be incorporated in final contract. The plan shall include, at a minimum,:
 - (1) Anticipated staffing for APFS operation at full capacity, as well as the number and mix of pharmacists, pharmacy technicians, shipper/packers, and any other personnel or disciplines recommended by the contractor for each production and support area.
 - (2) Anticipated staffing for APFS routine and preventative maintenance of the APFS including the number and recommended background specialty of required staff.
 - (3) Estimated annual maintenance cost which includes quarterly visits.
5. Proof of Concept (Shall be submitted with proposal and if accepted will be incorporated in final contract)
- (a) The contractor shall provide a written proof of concept and provide a presentation that details the automation layout and demonstrates, through a detailed simulation or mathematical process model, the rationale for their concept. This shall include workload distribution through all sub-systems and all associated operational costs calculated on an

individual prescription basis. The contractor shall be able to state the operational costs of processing throughput per prescription for each production area. The written proof of concept shall become a part of the successful offeror's contract.

- (b) The contractor shall include one dimensional and three dimensional renderings of each type of task station throughout the system and demonstrate how each type of task station ergonomically integrates into the APFS. The offeror's presentation shall include computer software generated simulations for this requirement.
6. Project Management Plan (Shall be submitted with proposal and if accepted will be incorporated in final contract)
- (a) The contractor shall dedicate a Project Manager from contract award through completion of warranty period and detail his/her qualifications. Project manager shall be on-site for milestones, including, but not limited to, design approval, site acceptance, and component delivery through system acceptance. During the installation and pre-acceptance period, on-site technical support and remote assistance shall be available as stipulated in the Warranty (Part II, Subsection D.8) whenever equipment will be energized/pressurized.
 - (b) The contractor shall provide a detailed Project Management Plan in MS Project format which shall include:
 - (1) A comprehensive risk assessment and mitigation plan including:
 - i. Identification of contract vulnerabilities and risks, including, but not limited to, considerations of project scope, personnel required, data interfaces, sub-contractor product deliverables.
 - ii. Prediction of potential consequences
 - iii. Proposed mitigation and assignment of responsibility
 - (2) An Emergency Recovery Plan to address potential interruptions to milestone completion that are outside the contractor's direct control.
 - (3) Quality Management Plan to ensure integrity and function of components and systems from delivery through acceptance and includes government inspection and concurrence.
 - (4) A detailed project timeline with measurable milestones, including activity duration and relationship to other activities with estimated start and completion dates. At a minimum, the contractor shall include the following milestones for government acceptance in the project schedule:
 - Milestone major event electrical interface
 - Component contractor delivery dates
 - Consumable requirements specifications, projected usage (for both testing purposes and once fully operational) and required delivery date(s)
 - Component installation
 - Component equipment testing to include capacity and documentation of published specifications
 - Communication interface of subsystems
 - Contractor software installation and testing
 - Validation of reporting functions and training of government supervisors and quality support staff
 - Integration with existing National CMOP database structure
 - Contractor training of government operations personnel
 - Live switch over

- Contractor training of government maintenance staff
- Contractor provided user and maintenance manuals (including periodic maintenance schedule)
- Contractor provided bench stock of repair parts

7. Progress Meetings and Progress Reports

- (a) The contractor shall attend progress meetings, frequency depending on milestone(s), but at least twice monthly, to brief Government personnel on the progress of design, installation and integration of the APFS. The contractor shall provide briefing notes after each meeting. Meeting location will be determined by the Government.
- (b) The contractor shall attend technical meetings to discuss the technical requirements and development with government personnel. Frequency of meetings will be determined by the government upon award.
- (c) The contractor shall submit written, bi-weekly progress reports to the VA Contracting Officer. Each report shall include:
 - (1) Percentage of the work completed by phase and trade
 - (2) A statement regarding expected APFS completion and system go-live (operational) date(s)
 - (3) Any approved changes introduced into the work
 - (4) General remarks on items such as material shortages, strikes, weather, etc.

B. TECHNICAL QUALITY

1. Patient Safety

- (a) The APFS design shall fully utilize available technology and accepted standards of practice to ensure all products are accurately filled, labeled, sorted, and packaged for the correct patient and that the product dispensed is without defect, extraneous debris, or other contamination. The APFS shall accept and accurately process 100 percent of all data communicated to it and product selection accuracy shall be 100 percent. Process exceptions that impact patient safety shall cause system rejections with status displays and alerts and occur in real time as defined.
- (b) The APFS shall prohibit the dispensing of expired product or product that will expire before the duration of the days' supply of medication by sequestering or diverting the item as an identified processing error. The parameter that controls this feature shall be site configurable.
- (c) APFS devices designed for holding or storing oral solid pharmaceuticals must meet or exceed the USP-NF 621 standards for protection from environmental and light induced product degradation.
- (d) All APFS dispensing devices shall electronically log all replenishment activities by utilizing a bar code scanner, RFID, or some other reliable electronic means to verify that the correct product is loaded into the proper replenishment device or dispensing location. When an incorrect product is selected for a replenishment action, the system shall alert the

operator in real-time and prevent the APFS system from accepting the incorrect replenishment action.

- (e) All computer controlled operator interactions with the APFS shall require a personal login and verify code and shall be capable of integrating with Active Directory and accepting smart card tokens (approved by VA Office of Information and Technology) for personal identification. The APFS shall include a system of permission keys to assign system access and functionality to operators, supervisors, and system administrators at a level appropriate for the duties of the individual and provide a retrievable log of all transactions. The system shall allow immediate access to the recorded data with real time and archived reports.
- (f) The APFS design shall not permit cross-contamination of product during the filling process. Under no circumstances shall canisters and counting devices for oral solid dosage forms utilize common chutes or funnel devices where particulate or solid matter from one product could be mixed with another product. In addition, under no circumstances shall an open bottle pass under other than the designated output location for the item being dispensed into the bottle. All dispensing devices for solid oral dosage forms shall provide spill-free dispensing of product into the bottle, and ensure positive dispenser/vial contact during dispensing and bump free conveyance of the filled bottle.
- (g) The APFS shall eliminate any source of “out of sequence” processing and incorporate safeguards to prevent or detect and reject mismatched bottles and pucks or other transport devices.
- (h) Canisters and dispensing devices for oral solid dosage forms shall possess a safety locking mechanism that prevents unauthorized access to contents during normal operation.
- (i) All APFS functions that require an operator to handle, manipulate, or otherwise interact with a product shall provide a mechanism that forces correct product selection, labeling, sorting, or other action to prevent or detect and reject incorrect product handling. Such systems shall be electronically driven or shall utilize such technology that ensures all user interactions are tracked and improper user interactions are stopped and logged.
- (j) All APFS filled product shall require pharmacist verification, or a certified technological equivalent that is an accepted standard of practice and approved for VA use. For oral solid dosage forms where a bottle is filled within the APFS, an as-dispensed image shall be captured immediately following counting and the bottle shall be capped to include placement of an inner tamper-evident seal as soon as practical post imaging. The bottle and image shall be presented to the pharmacist for comparison to a government supplied reference image. The tamper-evident seal shall be secured post verification to remain in place if the cap is removed from the bottle.
- (k) The system shall detect any foreign matter in bottles and reject the fill prior to verification.
- (l) The APFS shall prohibit the packing of prescriptions to the wrong patient.

2. System Accuracy

- (a) Product selection accuracy for all systems and sub-systems of the APFS must be 100 percent with immediate detection and rejection of system failures.
- (b) The APFS shall have safeguards in place to prevent or detect any deviation of fill quantity and achieve count accuracy approaching 99.9997 percent on first count with 100 percent

detection of miscounts on all automated systems and sub-systems. The TCA shall offer a user adjustable, product specific parameter that will allow the system to accept over count.

- (c) Broken oral solid pharmaceuticals in the TCA shall be recognized as damaged and not considered as part of the total fill count. The TCA shall offer a user adjustable parameter that will allow system operator to accept or reject the dispensing of a predetermined number of broken tablets per bottle by item dispensed. System status reports shall notify operators when count errors occur for troubleshooting and maintenance purposes.
- (d) The APFS shall integrate queue balancing logic to maintain system balance, maximize throughput and prevent any one subsystem from being over or under-utilized, but also permit user defined override capabilities. The APFS shall allow the user to manually reallocate drug orders between subsystems.

3. Ergonomic Design

- (a) The APFS shall incorporate ergonomic design in workflow and system operation to minimize the need for physical manipulation of product, operator movement or lifting of transfer devices, and minimize the number of required computer keystrokes or scanner reads for all operator initiated actions.
- (b) The APFS shall consider the storage and access of pharmaceutical product and other consumable supplies required for system operation to maximize operator efficiency and minimize wasted motion.
- (c) Task stations shall be of an ergonomic design suitable for the functions of the area. Task stations shall include task lighting and consumable supply storage, if required. Counter top height and placement of computer screens or interface devices shall be user adjustable to maximize ergonomics for each individual operator. Task station design shall minimize the need for operator movement by minimizing reaching, stretching, stooping, twisting, or lifting of more than 25 pounds to the largest extent possible. Respite devices (for example, foot rests, leaning bars, and ergonomic mats) or ergonomic seating shall be incorporated into the design and function of the area and provided by the contractor.
- (d) The APFS, all sub-components, and support infrastructure shall be designed and installed to allow for maximum operator ergonomics, ease of access for housekeeping and maintenance, and operator safety.

4. Status Displays and Alerts

- 1. The APFS and all subsystems shall monitor and display system function. The contractor shall provide display panels tailored for overall system function as well as for each functional area, orientated such that operators have a clear, unobstructed view.
- (b) Each APFS subsystem shall provide system status alerts, including need for replenishment of consumable supplies, malfunctions, and other system indicators as defined throughout this document that require alerts. Visible warning lights, sufficiently elevated for unimpeded observation, and audible alarms, located in the functional areas, shall be provided by the contractor. The government shall be able to define and select the appropriate type(s) of alert(s) for specific subsystems.
- (c) The APFS shall provide detailed transaction reports that log all operator, supervisor, or system administrator interactions with the system. Activity reports shall be electronically

stored for 90-days and then automatically archive. Activity reports from current and archived information shall be easily accessible by authorized individuals and offer user definable output. Archived information shall comply with VHA records management protocols.

5. Operator Safety

- (a) The APFS shall comply with OSHA Safety and Health Standard 29 CFR 1910. Engineering and operational controls shall be incorporated into APFS design to minimize the need for operators to wear personal protective equipment (PPE).
- (b) The APFS shall minimize the generation of particulate matter and utilize a system that protects operators from exposure to particulate matter generated by the handling or the processing of oral solid pharmaceuticals by automation.
- (c) Lifting requirements for any APFS component under routine use shall be limited to 25 pounds to the largest extent practical, but shall not exceed 40 pounds. The contractor shall provide assistive devices to facilitate transport and placement of system components.
- (d) All items for consideration must conform to current standards, to include but not limited to, OSHA, local/state and federal codes, National Fire Protection Association codes, Underwriters Laboratories (UL) 544 and 1950, Medical Device Amendments of 1976, and Safe Medical Device Amendments of 1998.

6. Interchangeability

- (a) Although the Charleston CMOP frequently has mandatory sources for consumables, the APFS system shall be designed to accommodate variation in manufacture and design. Charleston CMOP currently uses 120cc and 250cc amber bottles for TCA dispensing. The TCA system shall also allow users to further define other bottle sizes to be incorporated into the TCA. There shall be a single, standard cap size. Capping function shall accommodate, CRC, non-CRC and convertible caps. TCA and other system tolerances shall be adjustable or designed such that variances in consumables can be easily accommodated, with minimal operator system adjustments and readily available components required. The Government will provide no more than five (5) samples each of the 120cc and 250cc bottles and corresponding caps, upon request, before solicitation date close of questions.
- (b) The labeling system in the APFS and all subsystems shall be flexible and allow a user to easily change the output configuration. The contractor shall configure label print to the current VA specification at the time of system go-live.
- (c) The APFS, including all subsystems, shall be local user adjustable and/or calibrated for commercially available product of various sizes, shapes, and dimensions without adverse impact on performance. This does not preclude providing automatic or self-calibration features in any of the APFS dispensing devices, as long as the operator can override the device calibration.

C. SUBSYSTEM REQUIREMENTS

1. Patient Specific Printed Documents

- (a) The APFS shall provide a patient specific document set for insertion into completed parcels prior to shipment to the patient. At a minimum, a document set consists of a refill request form, address correction form, and medication instructions for each item contained in the parcel. A complete document set shall be provided with each parcel. Sample documents will be available at the pre-proposal conference.
- (b) The APFS shall also provide Medication Guides for specific items, as required. A Medication Guide consists of specific printed instructions associated with a specific product or drug class. Medication guides, if required for any item in a completed parcel, shall be inserted along with document sets to complete the patient specific paperwork. Sample Medication Guides will be available at the site visit.
- (c) The contractor shall interface the APFS with the automated production system database structure such that document sets, to include medication guides, when applicable, are printed according to specifications.
- (d) The contractor shall provide a cost effective printing and document insertion solution that ensures 100 percent accuracy with immediate detection and rejection of system failures. The printed documents shall be collated and folded and quality control measures shall detect incomplete document sets or incorrect document(s) within a set of printed documents. **Note: the government requires the use of 30% recycled paper in all document printing applications.**
- (e) Each parcel specific document set shall contain machine readable, order specific identification to ensure that printed materials are correctly married with the correct contents and shipping label for each unique patient order. The APFS shall ensure with 100 percent accuracy that all required documents are printed and packed with the patient specific order with immediate detection and rejection of system failures, such that incorrect or incomplete paperwork cannot be placed into a parcel.
- (f) The contractor shall provide, in current U.S. dollars, detail on the prices associated with the operation of the document support system to include recurring prices for consumable materials, associated personnel costs, and costs associated with equipment maintenance.

2. Conveyance Systems

- (a) Operators must be alerted to and protected from any hazard points in the conveyance system, through the use of signage, guards, shrouds, or other protective methods and application of positive engineering controls in accordance with OSHA regulations.
- (b) All APFS systems and sub-systems shall be designed to minimize noise. Areas in which staff are permanently station and actively involved in order processing shall include mechanisms to further reduce or mitigate noise generation. APFS equipment shall not exceed the OSHA threshold weighted averages (TWA) or transient spike limits for noise levels requiring hearing protection.
- (c) The APFS shall utilize a conveyance system to automatically route carrier devices to the proper processing location(s). The conveyance system shall monitor all automation queues and ensure that adequate transport devices are present in each queue to maintain system throughput and balance workflow. Carrier devices shall not bump, jam or require stacking in any one production area. Diverts or traffic control mechanisms on the conveyors shall be electronic where practical. Upon request, contractor shall be able to provide cost analysis or rationale where electronic diverts are not used.

- (d) The APFS order transportation system shall enforce 100 percent recycling of any carrier devices used; carrier devices shall be of sufficient volume to accommodate orders processed without overfill, made of appropriate material such that static electricity is prevented or reduced, and shall be electronically traceable to the unique carrier device in real time. Carrier devices shall be constructed of a lightweight, durable material and resistant to wear.
- (e) All electronic tracking devices installed throughout the APFS conveyance shall operate independently of each other.
- (f) All carrier devices shall be uniquely identified and permanently numbered such that it is easily visible by operators during system operation.
- (g) The APFS shall provide a complete system of emergency process stops which will disengage and halt the production system or subsystem, as appropriate. The emergency process stops shall be immediately identifiable to the specific area or subsystem where the process was terminated. This system shall be on the production side of the Uninterrupted Power Supply (UPS).
- (h) Material handling conveyances shall be included, as well as other automated handling equipment to include, but not limited to, a masking and strapping system and a pallet wrapper.
- (i) The conveyance system shall collect and record a completed parcel weight and associate it with the parcel identification number. This weight shall be determined in-line as the last step in the fulfillment process before being tendered for shipment. The data file that contains each parcel weight shall be available for download and comparison to corresponding data from shipping consolidator data. The scale sensitivity shall be accurate to 0.0001 pounds.

3. Tablet and Capsule Automation (TCA)

- (a) The TCA shall label, accurately fill, cap, verify, and seal bottle-units at a rate sufficient to meet throughput performance requirements.
- (b) The delivered and installed TCA shall consist of distinct dispensing locations for by-unit dispensing of the majority of commercially available oral solid pharmaceuticals. The contractor shall calculate the required number of TCA dispensing devices to meet the required workload throughput with ten (10) percent additional throughput capacity.
- (c) The TCA automation shall be designed to identify and utilize the most cost effective configuration of dispensing devices required to deliver the required APFS throughput. The contractor shall determine the optimal mix of large, high-speed dispensers, and other sized dispensing devices required to provide integrated processing of TCA required fulfillment. Because of the dynamic nature of product mix, contractor shall provide validation and reassessment prior to go-live and a mechanism for CMOP to conduct future reassessment and local adjustment.
- (d) TCA shall be designed to permit future expansion through the installation of additional dispensing units and their corresponding ancillary fixtures.
- (e) Dispensing devices for high throughput products shall hold sufficient product to ensure maximum efficiency and throughput. Replenishment canisters or other supplemental

storage devices for high throughput products used to replenish the dispensing devices shall be of sufficient size to maximize efficiency of the replenishment process. Both the dispensing devices and replenishment canisters shall be constructed of material compliant with FDA light-resistance standards.

- (f) The TCA system shall include a high speed inventory counting function, independent of the order fulfillment function, whereby the contents of each canister can be counted on-demand and safely returned to the dispensing unit.
- (g) For products with lower physical volume or throughput requirements, smaller dispensers and replenishment canisters are permissible. The fulfillment technology for these dispensers and canisters shall fully integrate into the overall TCA application, provide for in-line labeling, and deliver for verification and capping of bottles in the same manner as high volume TCA dispensed items.
- (h) The TCA shall select the correct pharmaceutical product, including the correct bottle size by volume, accurately count the pharmaceutical product and, if the count is incorrect, the system will provide an automated method to detect, correct, and electronically capture the error and correction. The TCA shall provide a mechanism to allow the system operator to set acceptable over count parameters. All undercounted items shall be re-circulated for count correction, and over counted items exceeding the parameter shall be routed to a system control operator for adjustment and investigation.
- (i) TCA dispensers shall be easy to calibrate on location by operators and designed for on-site maintenance. Ergonomic transport devices shall be utilized to assist personnel handling of dispensers.
- (j) The TCA shall ensure that the patient specific label is applied, in the position and alignment specified, to each bottle. A cross check system shall ensure marriage of labeled bottle to transport device. The bottle handling system shall provide a means to ensure correct bottle orientation and reject incorrectly oriented bottles for reuse. The system shall provide a means to identify and reject bottles with missing labels and immediately alert the operator for investigation and correction. For bottles with incorrectly oriented labels, reject the bottles and provide an operator alert for multiple, sequential rejects.
- (k) The system shall provide a mechanism to validate bottle/transport device combination throughout the filling process. Any detection of mismatch shall prevent product dispense and the bottle/transport device combination shall be routed to exceptions for investigation and correction.
- (l) The TCA system shall ensure spill-free dispense and prevent the potential for cross-contamination of pharmaceutical products or product dust.
- (m) The TCA shall include a dust control system to minimize personnel exposure, interference with count accuracy and dispenser operation, and meet or exceed regulatory requirements.
- (n) The TCA shall accommodate various tamper evident cap designs, and offer the capability to use child-resistant caps, convertible caps, and non-child-resistant caps. The TCA shall provide a mechanism to identify items where non-child-resistant caps are required. Cap shall be applied as close to the dispense point as possible to avoid spillage and cross contamination.
- (o) The capping system utilized by the TCA shall include a mechanism that verifies correct cap placement, rejects those bottles where the cap is absent or not correctly fitted to the bottle, and alerts operators of multiple sequential events.

- (p) The TCA shall secure a tamper evident seal post verification.
- (q) TCA shall be physically and operationally designed such that zones or other logical divisions are operationally independent of each other, and shall have the ability to simultaneously dispense product from all distinct dispensing locations.
- (r) The TCA system shall capture an as-dispensed image that is displayed with a reference image at verification. As-dispensed images shall be retained and accessible.
- (s) The TCA system shall include a mechanism to release backordered items without system impact.
- (t) The TCA shall deliver filled, capped, and sealed bottles to appropriate subsystem(s) as appropriate for continued processing by APFS.

4. TCA Replenishment Area with Integrated APFS Functionality

- (a) The contractor shall design an area for replenishment of TCA supplemental storage containers. The container filling area may be physically separate from, but shall be in close proximity to, the TCA production area to maximize efficiency of the replenishment process. This area shall meet United States Pharmacopeia standards for storage temperature and humidity. Consideration shall be given to efficient workflow and ergonomic design within the replenishment area to include container cleaning and staging, movement and storage of working stock, and replenishing storage containers. Adequate task lighting shall be provided (minimum must be in accordance with Appendix A of the VA Electrical Design Manual).
- (b) The replenishment and TCA processes shall take employee protection and engineering controls into consideration by including the use of negative pressure or local exhaust capture ventilation. Negative pressure is required for hazardous drugs handling according to USP and NIOSH Guidelines; local exhaust capture ventilation may be used in some areas. However, since the hazardous and non-hazardous drugs are combined within the same production and replenishment process, the negative pressure must be maintained as long as production is occurring. The contractor shall provide pressure differential monitoring devices in the cabinets and at the replenishment workstations (if practical depending on configuration) that provide a visual meter and local alarm with appropriate set-points.
- (c) TCA replenishment actions shall be directed by the APFS inventory management system, utilizing software that prompts operators for proper product selection, quantity, and location. The TCA replenishment system shall maximize efficiency and include forcing functions to ensure 100% accuracy when transferring bulk drug product into storage containers. TCA replenishment software shall provide a straightforward, error-free mechanism to accomplish product (NDC) changes for a specific dispense location to prevent inaccurate dispenser loading. The system shall accurately and electronically assign a canister to a single NDC and its associated dispense location(s), ensuring that only one NDC can be assigned to a canister or dispensing location at a time.
- (d) Movement of canisters to and from the replenishment area and placement onto dispensing units shall be automated, where possible. Where automation is not possible, assistive devices must be used to ensure ergonomic transfer.

- (e) The replenishment system shall provide a unique physical identifier for each canister and supply a mechanism to assign and track status for each canister (for example: assigned, complete, verified/staged, loaded, released, and ready).
- (f) The replenishment system shall require electronic verification of filled canister to include the generation of a unique identifier which includes NDC, lot/expiration date, quantity, operator(s) and canister fill date.
- (g) The replenishment system shall provide an accurate mechanism to verify the count quantity of items placed in canisters.
- (h) The APFS shall provide a failsafe mechanism to identify, track, and utilize any product (NDC) designated for return to stock or waste. The APFS shall electronically adjust inventory levels associated with return to stock product transferred to stock or dispenser location, or wasted, as indicated. Include NDC, lot code(s), expiration date(s) and associated cost data, and provide reporting tools. The replenishment system shall provide a mechanism to recycle the contents of eligible filled or rejected bottles back into canisters or stock locations for reuse. A system of barcode scans and other checks shall guide operators throughout the restock process and prevent the bottle contents from being placed in the wrong canister or stock location.
- (i) The system shall require an independent NDC scan of each commercial bottle prior to transferring its contents into the canister, and the empty commercial bottle shall be tracked to disposal prior to the system accepting the next commercial bottle.
- (j) The filled canister shall be sealed in a tamper-evident manner, electronically tracked, and can only be successfully introduced to the correct dispensing device prior to electronically unlocking the contents under storage.
- (k) The TCA shall prioritize replenishment workflow to ensure optimal dispensing system throughput.

5. Controlled Substance Dispensing Room (CSDR)

- (a) The contractor shall design a system for controlled substance dispensing and inventory control within the allotted space. The room shall be physically separate from, but in close proximity to, the production area. The CSDR shall consist of a dispensing area, an area for controlled substance receiving, and a secure area for stock storage.
- (b) Automation shall be incorporated in the controlled substance area for batch processing of single item orders.
- (c) Any container used to store controlled substance pharmaceuticals for dispensing purposes shall be secured. TCA-type dispensing devices shall not allow uncontrolled access to contents. UUA devices dispensing controlled substances shall be operated from a secured location.
- (d) All items for dispensing from this area are controlled products and shall have a separate and distinct inventory system which records and verifies all dispensing actions, receiving actions, and adjustments in accordance with all VA and DEA regulations. The APFS shall provide electronic inventory support systems that shall aid in the maintenance and verification of a perpetual inventory for all CS items. The system shall be capable of maintaining an accurate accounting of individual tablets or unit-of-issue items and support

perpetual inventory verification as frequently as every 24 hours and allow for a 2-person sign off.

- (e) The contractor shall provide automated mail packaging in the CSDA.

6. Unit-of-Use Automation (UUA)

- (a) The UUA shall pick unit of issue products at a rate sufficient to meet throughput requirements.
- (b) UUA shall consist of picking systems with individual item picking/dispensing units (locations) for each item handled. The UUA subsystem shall ultimately introduce picked products into a system-assigned carrier for transport to the next stage of processing.
- (c) Provisions shall be made for multiple dispensers for a single product with automatic selection. "Pick" transfer from empty dispenser shall be automatic, with dispensing to continue on an uninterrupted basis until all dispensers for that product are empty.
- (d) System detected exceptions shall attempt to retry based on an operator adjustable parameter as appropriate for exception type. A reject lane shall be provided to manually process unresolved system detected exceptions. The UUA shall have a re-picking function that guides operators to add to incomplete requests. Re-work resulting from system failures shall be minimized with the expectation that total APFS system throughput is maintained at the required rate.
- (e) System shall provide a mechanism for identification and manual processing of selected items at designated work station(s). This option may be implemented for high volume products physically incompatible with UUA dispensing (i.e. bulky, heavy, irregular shaped, large volume liquids, etc.) without negative impact on system throughput.
- (f) The UUA subsystem shall consist of dispensing zones that operate independently of each other. Should there be a failure in any single zone; the other system zones shall remain in continuous operations. The system shall detect zone failures, alert the operator and automatically prevent routing of additional work until the issue is resolved.
- (g) An ergonomic storage system shall be provided for back-up stock which maximizes area efficiency. Computer workstations, bar code readers, and task lighting shall be included for all system operation work areas as appropriate.
- (h) The UUA shall have local user-definable parameters for operating and reporting purposes.
- (i) The UUA dispensing units shall monitor, track, and report on all events which are electronically passed to the operating system upon completion of each event.
- (j) The UUA shall offer the capability to modify dispensing unit sizes and dimensions to accommodate various sizes and shapes of items.

7. Automated Labeling/Verification of Unit of Use Items

- (a) The government will consider automated labeling/verification for unit of use items. Any automated labeling device shall provide an automated mechanism where, for unit-of-use items, medication assessment is accomplished virtually, and physical product is correctly identified, oriented, labeled with a patient specific prescription label, match validated and,

if the item was split from an order, combined back with items from the original order for packaging into a single parcel.

- (b) If the automated labeling device requires operators to pre-stage, orient or manually insert product into the automation, handling shall be minimized.
- (c) Both software and hardware design elements for automated labeling must incorporate forcing functions and physical barriers to error.

8. Refrigerated Item Dispensing

- (a) The APFS shall provide an area for dispensing of refrigerated items. Individual items that require refrigerated storage and shipment are split from non-refrigerated items and processed and shipped separately.
- (b) The refrigerated item dispensing area shall include refrigerators of appropriate design and size for product storage and freezer units for the storage of ice bricks used in shipment.
- (c) Unit-of-Use (UUA) dispensing shall be utilized for refrigerated item processing to the largest extent possible, with sufficient task stations provided for fulfillment of refrigerated items that require manual processing. The UUA shall provide for refrigerated item storage.
- (d) The APFS shall provide an area for packing of refrigerated items for shipment. The refrigerated item packaging area shall provide sufficient space for efficient processing and storage space for coolers, frozen gel packs, other packaging supplies and palletized coolers awaiting shipment.

9. Low Volume Dispensing (LVD)

- (a) Fully or semi-automated dispensing devices shall be provided for lower volume items. These dispensing devices shall fully integrate with the APFS, minimize order splits, and provide equivalent accuracy checks and monitoring of operational events.
- (b) Task stations shall be provided for fulfillment of those items that require special handling or do not lend themselves to automated dispensing. LVD capacity shall be expandable.
- (c) LVD shall be capable of batched item fulfillment based on operator designated parameters for single item order batching.
- (d) LVD shall utilize systems and forcing functions that prompt and require users to select the correct product for dispensing.
- (e) If required by design, each task station in the LVD shall be provided with a high-speed tablet counting device configured within the work station to maximize available counter space and ensure operator efficiency.
- (f) Suitable space shall be planned in the LVD for storage of working inventory and consumable supplies. The contractor shall provide a stock storage system that efficiently integrates into area workflow, task stations for item processing, and packaging for shipment.

10. Medical Supply Dispensing Area (MSDA)

- (a) Medical supplies generally consist of boxed or loose items such as ostomy supplies, catheters, diapers, and nutritional supplements. Since medical supply items may be bulky or heavy, they generally do not lend themselves to automated dispensing. In most instances, medical supply items are split away from larger orders and processed separately for shipment.
- (b) The contractor shall provide an area for storage, fulfillment, and preparation for shipment for Medical Supplies. The contractor shall provide a stock storage system that efficiently integrates into area workflow, task stations for item processing and packaging for shipment. The MSDA design shall minimize product movement and handling during the receiving, stocking, order fulfillment, and shipping process.
- (c) The physical layout of the MSDA shall incorporate sufficient task stations for estimated workload demands. Capacity shall be expandable.
- (d) The contractor shall provide a multiple size box erector and plan its incorporation into the packaging area.
- (e) A conveyance system that integrates strapping, box preparation, and assistance in item movement shall be incorporated in the MSDA fulfillment processes.
- (f) The MSDA shall utilize systems that facilitate user selection of the correct product for dispensing. Contractor provided solutions will also be considered by the government.

11. Pharmacist Verification

- (a) The APFS shall provide a mechanism for pharmacist review and verification for 100 percent of dispensed items.
- (b) Pharmacist verification task stations shall be located throughout the APFS in functionally appropriate areas.
- (c) The pharmacist verification process shall be accomplished using scanning technology to minimize keystrokes for routine order processing and allow pharmacist intervention in the case of an exception.
- (d) The APFS shall display all information required for pharmacist verification including a visual, as dispensed image of the correct product compared with a visual reference image standard, patient name, directions, drug name, quantity requested, quantity dispensed and other information necessary to determine the correct product and quantity are being dispensed.

12. Packing Stations

- (a) A sufficient number of automated, semi-automated, and/or manual packing stations shall be provided that are fully integrated into the APFS and capable of meeting throughput requirements.
- (b) All packing systems shall include mechanisms to detect any mismatched or incomplete document set and provide a hard stop and operator alert.

- (c) An appropriate number of packing stations shall accommodate specialty packing materials such as thermal packaging, large boxes, etc.
- (d) The packing area must include Specialty Packing areas for items defined in product table as requiring special packing (e.g.: refrigerated items, glass bottles, etc.).
- (e) If the APFS system that is offered utilizes a system where required Patient Medication Information and/or Medication Guides are printed at packaging, the packing stations shall provide adequate space for document printers, bar code scanners, and other equipment required for insertion and validation of documents into each parcel.
- (f) The contractor shall quantify the recurring cost of operation for the packing system using current U.S. dollars.

13. Warehouse Management System (WMS)

- (a) The APFS shall provide an inventory management system for both dispensing stock and consumables. The system shall utilize historical dispensing data to determine and maintain minimum and maximum stock levels. The system shall interface with the current VA Prime Vendor and other third party platforms for auto-order generation and inventory management data structures as required at the time of installation.
- (b) All deliverable component parts for the APFS and sub-systems shall be individually and uniquely tagged with RFID or appropriate data carrying technology as defined by the government at time of award.

D. OPERATION AND MAINTENANCE

1. Ancillary Utilities and Infrastructure

- (a) The contractor shall acquire all necessary permits, inspections, and approvals from all required local, state, and federal governing bodies for all aspects of APFS installation. In coordination with the Charleston CMOP Supervisory Facility Operations Specialist (SFOS), the contractor shall work with the building owner, property manager, or other authorized representative of the building owner to coordinate all aspects of APFS installation and ensure system placement, connections to power or other utilities, and other system configuration requirements are completed. The contractor shall ensure that the functional and structural patency of the building is maintained. The contractor shall include the VA's lease contract administrator in all discussions with the building owner or building owner's authorized agents to ensure that the Government's lease agreement is preserved.
- (b) Contractor shall anticipate system support requirements and recommend, with sufficient lead time to allow the Agency to coordinate with contracting and the building owner, augmentation of systems if necessary, including but not limited to: electrical, compressed air, fiber optic, networking, etc.
- (c) Contractor shall provide detailed power requirements for all systems and subsystems of the APFS. All equipment must meet federal energy conservation standards for efficiency in accordance with the Department of Energy and VA guidelines.

- (d) Contractor is responsible for connecting all power back to a main distribution panel located within the building with an anticipated maximum run of 150 ft. All conductors, equipment, and raceways shall be installed in accordance with the latest edition of NFPA 70.
- (e) Contractor shall provide Line Interactive Uninterrupted Power Supply (UPS) or other means of power surge and voltage control that ensures all equipment connected to any power source is protected from power surges and all computers and controls equipment (including all PLCs and I/O modules) shall have sufficient alternative power source, i.e. battery backup, to allow for ease of continued production following power supply issues.
- (f) All circuit breakers, motor overloads, and other resettable electric devices shall be protected in limited access enclosures, but accessible to be reset without having to access exposed electrical wiring (other than low voltage of 50V or less).
- (g) Contractor shall provide electrical isolation devices to allow for proper lock-out/tag-out (LOTO) procedures for all equipment and subsystems.
- (h) To minimize shock and arc-flash risk, the system shall utilize low voltage (12-24 VDC) control devices wherever possible. Electrical panels shall be designed to isolate various voltage levels to assist with compliance with NFPA 70e. All low voltage I/O modules and wiring shall be contained within dedicated, labeled, low voltage enclosures that do not require arc-flash protection to be worn. These low voltage enclosures shall not have any 120 VAC (or higher) components within that enclosure.
- (i) Contractor shall provide isolation devices for all pneumatic components and other components with stored energy to allow for proper LOTO procedures for all equipment and subsystems.
- (j) Air compressors if required – Contractor shall provide two rotary screw, variable speed, non-internal combustion, air compressors for uninterrupted air supply, one to serve as the main compressor and the second to serve as an emergency backup. Upon request, the contractor shall provide demand calculations showing how the size was determined. Contractor shall provide an enclosure with proper sound dampening, power and air hook-ups. Air quality shall be considered with regards to pneumatic load requirements and potential contact with pharmaceutical products. Any pneumatic processes that create direct contact with pharmaceuticals (i.e. to singulate tablets) must meet FDA guidelines for purity. Contractor shall provide sound dampening, power and air hook-ups.
- (k) Contractor shall follow the requirements specified in the Information Technology Design Guide, <http://www.cfm.va.gov/til/dguide/dgOIT.pdf> as applicable for all IT infrastructure and system backbone.
- (l) Contractor shall provide and install multi-mode 62.5 micron minimum diameter fiber optic network cabling from the IT Server room to patch panels, as needed on the production floor. Each cable end shall be terminated and labeled with termination location. The contractor shall design and install ten percent additional cable capacity. Contractor shall also provide and install multi-mode 62.5 micron minimum diameter fiber optic network cabling from appropriate patch panel to workstations. Each end shall be terminated (ST from patch panel to LC from computer) and labeled with termination location. All patch panels on the production floor shall be in lockable boxes and clearly labeled. All cable runs shall be easily accessible, neatly organized, secure, and not obstruct normal traffic flow.

- (m) All connections within APFS shall be labeled with origin and termination locations. All cable runs shall be easily accessible, neatly organized, secure, and not obstruct normal traffic flow or interfere with housekeeping functions.
- (n) If offered, provide wireless devices compatible with current VA encryption software for any devices running 802.11x standard. Wireless products shall have backup systems to mitigate impact in the event of wireless outages.
- (o) All cable assemblies, wired devices, and other Ethernet equipment shall be shielded to prevent Electromagnet Interference Environment (EMI) and Radio Frequency Interference (RFI) malfunctions in electronic devices in an EMI/RFI rich environment.
- (p) The contractor shall mitigate the generation of static electricity.
- (q) The contractor shall provide lockable cabinets for critical Medical Device Isolation Architecture (MDIA) equipment (servers, workstations, wireless and hardwired networking devices to include all diagnostic equipment to resolve MDIA operational issues) that are used to interface as part of the MDIA architecture to the Office of Information Technology (OI&T) Point of Presence (POP). Contractor shall provide and install all connector's, equipment racks, and vertical and horizontal cable management needs in an MDIA segregated environment up to the OI&T managed network (POP) that interfaces with the CMOP National Core (server and SQL enterprise architecture) managed and maintained by OI&T.

2. Naming and Labeling

- (a) All control devices shall be assigned tag names following the conventions of ISA "Instrumentation Symbols and Identification" standard (ANSI/ISA-S5.1). These tag names shall indicate the type of device, the subsystem/machine that it is connected to, and a unique numerical identifier. These tag names shall be used consistently throughout all sources of documentation, including: physical labels on the device, floor plan drawings, P&ID drawings, control logic diagrams, wiring diagrams, PLC code, and control code that references these devices.
- (b) All hardware devices (motors, photo-eyes, pneumatic actuators, etc.) shall be given tag names according to the ISA "Instrumentation Symbols and Identification" standard (ANSI/ISA-S5.1). These tag names shall be used consistently throughout all parts of the system and documentation, including: physical phenolic tags attached to the device, wire labels, labels on electrical/electronic components, tag names & documentation in the PLC/Think & Do code, P&ID drawings, & control logic diagrams.
- (c) Engraved, phenolic labels of the assigned tag name shall be attached to each and every control device.
- (d) All control wiring shall be labeled with computer generated labels attached to each end of each wire. The wire numbers on the labels shall match those on the corresponding wiring diagrams.

3. Parts and Serviceability

- (a) The contractor shall provide an initial list in English of common / recommended spare parts, delineated as consumable or non-consumable and include recommended quantities and acquisition sources, updating upon final acceptance of the APFS. High and single point failure items shall be identified and on-hand quantities recommended.

- (b) The contractor shall provide an initial supply of spare parts and parts storage cabinets. The contractor shall provide sufficient consumable and non-consumable spare parts to cover the first six months of system operation.
- (c) The contractor shall supply and maintain all non-consumable parts which must be replaced up to the end of the warranty date at no additional cost to the government (i.e. linear slides, motors, photoeyes, etc.)
- (d) Replacement parts shall be commercially available, off the shelf items, or directly available through the vendor, manufactured in a Trade Agreements Act designated country, and available for shipment within 24 hours after order placement.
- (e) The contractor shall provide two (2) complete sets of software, communication cables, cards, and/or converter devices, etc. required for programming of PLCs, smart motors, robots, scanners, and all other programmable control or IO devices. All software and associated programmable devices must be compatible with current VA OI&T security and group policies.
- (f) Contractor shall supply five (5) percent spare dispensing units for each automated dispensing subsystems.
- (g) All equipment, software, and peripherals offered shall be the most recently designed components that are announced for marketing purposes, available, and able to be maintained and supported for at least ten years, as defined in the scope of work. Items offered shall be capable of routine and planned upgrades when available without affecting system functionality or throughput as required in the statement of work. All computer equipment shall not exceed 60% CPU utilization when running all required applications to support full production.
- (h) Contractor shall ensure a supply of parts is available for the entire system lifecycle or, in the event commercial parts have been discontinued, shall provide an appropriate substitute and system modifications, as needed.

4. Deliverable Documentation

- (a) All documentation shall be delivered with unlimited rights to the VA in the English language, and include both in-application help functions and technical manuals, and be made available in both electronic and print format.
- (b) User Manuals for all APFS subsystems shall be provided in Microsoft Word and Adobe Acrobat format allowing for future edits and updates, and shall provide a table of contents to include jump links.
- (c) A sequenced emergency checklist and a visual diagram for start-up and shut down procedures shall be provided. These documents shall be provided separately from the User Manual.
- (d) A detailed recommended maintenance plan with schedule shall be provided. The contractor shall provide a list in English of common / recommended spare parts, to include recommended quantities and acquisition sources upon final acceptance of the APFS.
- (e) The contractor shall provide a Site Plan (Floor Plan) drawing for the completed system. This shall be drawn to scale, and shall show the location of all equipment provided under

this PWS. The site plan shall include leaders that show the tag names and locations of all equipment and control devices.

- (f) The contractor shall provide a Process and Instrumentation Diagram (P&ID) drawing showing the equipment and control devices and the flow of vials and products through the system.
- (g) The contractor shall include Wiring Diagrams for each control device that shows how it is connected to the control system, power, and other devices. Multiple, related devices may be shown together on one drawing. The wiring drawing shall show all terminal strips/junction points on the device wiring, and shall include unique wire numbers on all wires. Wherever possible, the wire number shall include a reference to either the device tag name or the I/O point that the wire is connected.
- (h) The contractor shall provide Control Logic Diagrams for each piece of equipment that visually shows the control logic and describes the interaction between each control device. (The CLD shall answer questions such as “What combination of events must occur for the control system to turn on this motor or actuate that valve?”).
- (i) Control code (including PLCs and/or Think & Do) shall be clearly documented. The code shall include tag names and descriptions on all I/O & internal memory points as well as descriptions as to the purpose and function of each section of code.
- (j) The contractor shall provide a complete list of all equipment, subsystems, and parts included in the APFS at system acceptance. The list shall be sufficiently detailed to include, as a minimum: manufacturer, make, model, serial number, quantity, and installed location of all subcomponents and parts. For computers, the processor speed (if applicable), operating system (if applicable), memory capacity (if applicable), and operating environment shall be included in the documentation. The list must be provided in hard copy and as a Microsoft Excel file.
- (k) All hardware devices (motors, photo-eyes, pneumatic actuators, etc.) shall be given tag names according to the ISA “Instrumentation Symbols and Identification” standard—ANSI/ISA-S5.1. These tag names shall be used consistently throughout all parts of the system and documentation, including: physical phenolic tags attached to the device, wire labels, labels on electrical/electronic components, tag names & documentation in the PLC/Think & Do code, P&ID drawings, & control logic diagrams.
- (l) Technical documentation including system electrical schematics, detailed drawings, network diagrams, and other such technical information shall be provided at system acceptance for each APFS subsystem. Technical schematics will be cross referenced with equipment lists provided and all electrical cabling connections identified. If available, manufacturer provided documentation is sufficient if detail fully describes the subcomponent integration into the APFS. Technical documentation shall be “as-built” versus “as-designed.” Initial copies submitted in accordance with this work statement PART II, subsection D.2.d shall be updated to “as-built” upon completion of acceptance testing to incorporate any changes made. All technical schematics and drawings shall be provided as printed documents and electronically in the specified format.
- (m) All drawings shall be developed on a 22” x 34” scale, which are still readable when printed half size (11”x17”). Contractor shall submit 4 sets of full size drawings and 4 sets of half size drawings. Contractor shall also submit all drawings on DVD in both AutoCAD (.dwg) and acrobat (.pdf) format.

- (n) The contractor shall provide on-site training on system repair, maintenance, and documentation to the government maintenance and IT staff. Additionally, the contractor shall provide all training materials and instructor materials and media. The training shall occur and be completed during installation, testing and acceptance phase. Training is complete when trainees can demonstrate competence in all taught tasks.
- (o) Contractor shall ensure timely electronic communication of Service Bulletins affecting the safety or maintenance of equipment furnished by the contractor or component manufacturers under this contract for a period of fifteen (15) years after date of acceptance.

5. Start-up Supplies

- (a) The Charleston CMOP will provide pharmaceuticals and medical supply items as required for APFS testing purposes.
- (b) The contractor shall determine availability of consumable supplies available through the Federal Supply Schedule or under a VA Blanket Purchase Agreement to support development, installation, testing and operation. Consumable supplies include, but are not limited to, bottles, caps, prescription labels, paper stock, toner, and other items required for routine system operation.
- (c) The contractor shall provide all consumable supplies used during all system testing phases.

6. Maintenance

- (a) The contractor shall provide electrical isolation instructions and visual references for proper lock-out/tag-out procedures for all equipment and subsystems. The contractor shall also provide arc flash and OSHA labeling on all installed electrical and control panels in accordance with regulations and statutes.
- (b) The contractor shall provide isolation instructions and visual references for proper lock-out/tag-out procedures for all pneumatic (and other stored energy) equipment and devices.
- (c) Contractor shall provide a list of required Preventive Maintenance items and specify requirements for each item, to include but not limited to, a list of required parts/tools/test equipment, detailed instructions to complete the PM, and the minimum number of technicians and man-hours required to complete the PM.
- (d) The system shall include an electronic maintenance tracking tool with scheduling, recording and reporting capabilities which interfaces with current maintenance tracking system. Contractor shall provide guidance delineating what corrective maintenance is reasonable for on-site CMOP maintenance personnel to complete and what items need to be repaired by contractor specified technicians.
- (e) Contractor shall provide quarterly on-site maintenance visits during the warranty period to inspect and assist with Preventive Maintenance and equipment cleaning, to continue training for maintenance personnel, and to review and optimize system performance. Maintenance items that require system shutdown shall be done outside of production hours.

7. Training

- (a) The contractor shall provide appropriate and timely training for all APFS operators and support personnel in all system functional areas sufficient for the contractor and

government to agree that the personnel can competently operate the APFS according to specifications.

- (b) Contractor shall also provide comprehensive on-site training specific to information technology (IT) and maintenance personnel to include standard preventive maintenance, routine adjustments to maintain proper operation, and adjustments and actions in the event of failure that will not jeopardize the warranty.
- (c) Contractor shall provide continuing training as upgrades are made to the system. The government will accept train-the-trainer concept.

8. Warranty

- (a) Contractor shall provide a 1 year warranty ensuring that the unit is operational and available for use 99% of the operational time. Warranty period will begin at system acceptance.
- (b) Technical Assist on-site support shall be provided by the contractor within four (4) hours in the event of a failure that cannot be corrected by CMOP maintenance personnel.
- (c) Contractor shall supply technical “Helpdesk” support to CMOP personnel 24 hours per day, 7 days per week. Any required online support shall meet VA security requirements for accessibility.
- (d) Remote assistance shall be available during CMOP operating hours meeting VA Security Requirements with a response time of less than 1 hour from notification of deficiency or downtime.
- (e) Contractor shall provide quarterly on-site reviews of system performance during the warranty period and make recommendations to operations staff and minor hardware and software modifications in order to maximize throughput and efficiency.
- (f) Contractor shall provide a scope of coverage and anticipated cost for a service/maintenance agreement following the one year warranty period.

E. TESTING AND ACCEPTANCE

1. General Requirements

- (a) The contractor shall provide a phased testing program that is designed to fully evaluate APFS performance and demonstrate that the system meets the requirements of this work statement. Subsequent to award, the government shall review, recommend changes, and provide final concurrence with the vendor test plan.
- (b) Each phase of testing shall consist of evaluations designed for the specific subsystem and tailored to its unique integration into the APFS. Each phase of testing will be mutually performed and evaluated by the contractor and the government. The government will approve or disapprove each element of phased testing.

2. Conformance to Requirements

- (a) System Performance and Design. The contractor shall validate, verify, and test the APFS and demonstrate that each element conforms to the requirements of the work statement. These elements include but are not limited to:
- (1) The system must successfully interface with the existing automated production system database structure including order acknowledgement and return completed dispensing data.
 - (2) The workflow process must be detailed including throughput and performance requirements for all subsystems.
 - (3) Scale blueprints must accurately represent system footprint, validate required physical design elements and all applicable fire and safety codes, and demonstrate ergonomic work flow.
 - (4) A complete and acceptable staffing plan required to operate the automation including the number of pharmacists, pharmacy technicians, shipper/packers, and other ancillary personnel must be provided by the contractor.
 - (5) A comprehensive reporting system must provide automated and user-configurable data extracted from the system and various applications. Reporting functionality must be available and validated prior to commencement of phased testing. If additional reporting functionality or changes to existing reports are identified during testing, contractor shall work with the government to provide the updates upon completion of acceptance testing.
- (b) Technical Quality. The contractor shall validate, verify, and test the APFS and demonstrate that each technical element conforms to requirements as stipulated in the statement of work. Elements to be validated include but are not limited to:
- (1) Detail is provided that outlines how the system meets patient safety requirements, including system data integrity checks, prevention of cross contamination of products, product storage, and prevention of spillage of contents before, during, or after filling
 - (2) The APFS prevents out of sequence processing and possesses other system safeguards that act as a barrier to prevent or determine system malfunction
 - (3) Other system safeguards such as operator and system tracking logs, locking mechanisms, and verification systems are provided
 - (4) System accuracy is such that broken or misshapen tablets or capsules are identified and appropriately handled
 - (5) APFS workflow and ergonomic design including workstation design for functional area, and design of workstations to minimize unnecessary operator reaching, twisting, or repetitive motion is apparent
 - (6) The operation and function of status displays and alerts including content and orientation of display panels, use of audible and visual alarms, generation of activity reports and traceable logs is reviewed
 - (7) Operator safety is achieved with system design. This includes minimizing operator exposure to airborne and other contaminants, guarding of pinch points, and other standard safety considerations.

- (8) APFS will allow the interchangeable use of consumable supplies including bottles and bottle caps.
- (c) Subsystem Requirements. The contractor shall validate, verify, and test the APFS and demonstrate that each sub-system element conforms to requirements as stipulated in the statement of work. Elements to be validated include but are not limited to:
 - (1) Printed materials are incorporated into system design and function and cross checks and safety procedures ensure complete document print and that printed materials are delivered and packaged in correct parcels.
 - (2) The operation of the conveyance system is detailed including item tracking and item location during normal system operation.
 - (3) Tablet/Capsule Automation (TCA) meets dispensing needs including throughput, accuracy, and storage security.
 - (4) The TCA prevents cross contamination of product, wrong product selection, and wrong product dispensing.
 - (5) Off-line TCA replenishment processes include system calibration, required equipment, and sufficient work space.
 - (6) The replenishment system provides failsafe mechanisms to prevent incorrect product selection for replenishment or placement of wrong product into dispensing devices.
 - (7) Return to stock recycling procedures provide for drug accountability and prevention of error.
 - (8) The operation and functionality of any Unit-of-Use Automation (UUA) including system malfunctions meet system requirements.
 - (9) Dispensing zones are arranged and dispensers can be adjusted to accommodate various product sizes and shapes.
 - (10) The design and workflow of the Low Volume Dispensing Section (LVDS) meets requirements including any small scale or semi-automated dispensing devices and any patient safety cross checks and procedures used in the LVDS.
 - (11) The APFS accommodates the dispensing of bulk items (boxed goods, items too large for automated dispensing) and items that require refrigeration.
 - (12) Storage requirements for bulk items are accomplished within the system design and footprint.
 - (13) The layout and workflow of the controlled substance dispensing area (CSDA) meets all general requirements for system design and performance.
 - (14) Packing/manifesting stations assure system performance and throughput.

- (d) Operations and Maintenance. The contractor shall validate, verify, and demonstrate that each operation and maintenance element conforms to requirements as stipulated in the statement of work. Elements to be validated include but are not limited to:
- (1) A detailed operation and maintenance plan is provided that includes specifics to ensure APFS performance.
 - (2) System repair and maintenance procedures including the availability of replacement parts and the provision of emergency repair services is provided in a detailed plan.
 - (3) At the time of system acceptance, APFS technology is validated to be current and supported.
 - (4) All deliverable documentation including parts, electrical schematics, detailed drawings, and all items necessary to describe all system components and subcomponents is provided.
 - (5) A detailed preventive maintenance plan with technical requirements for user service is provided.
 - (6) A training plan is provided for concurrence prior to installation and accomplished for system operators, support staff, and IT and maintenance personnel prior to system acceptance.

3. Component, Challenge, and Acceptance Testing

(a) Functional Testing

- (1) Each subsystem will be examined to determine that physical installation meets requirements, connectivity and wiring specifications are met, basic functional operation of subsystem is sound and meets required specifications, and subsystem quality assurance functionality is sound.
- (2) Basic operational testing will be completed with non-drug items used to simulate pharmaceuticals. Functional testing on subsystems and sub-components may be undertaken simultaneously.
- (3) Successful subcomponent and sub-system testing will be acknowledged by the government utilizing a pass/fail methodology. If at any time a subsystem or subcomponent fails to operate according to specifications, the government will require that the subsystem or subcomponent be repaired or replaced and retested.
- (4) All subsystem and sub-component functional testing must be complete and acknowledged as being successful by the government prior to transitioning to Integration Testing.

(b) Integration Testing

- (1) Each subsystem will be tested to assure that it is integrated and functioning with the automated production system database structure and that each subsystem is integrated and functioning with the APFS system as a whole. Integration testing will also demonstrate that internal controlling devices, programmable logic controls, and other inter-system communication and connectivity is in working order.

- (2) Operational testing will utilize discrete packets of simulated, but not actual, VA patient prescription orders through the automated production system software package. All subsystem and sub-components may be tested individually, together, or simultaneously with successful testing acknowledged by the government utilizing a pass/fail methodology.
- (3) If at any time a subsystem, sub-component, or any connectivity between subsystems or sub-components fails, even after initial government acknowledgement of successful testing, the subsystem, sub-component, or connectivity between subsystems or sub-components shall be deemed as not operating to specifications by the government and its successful testing acknowledgement will be revoked.
- (4) The subsystem, subcomponent, or connectivity between subsystems or sub-components must be repaired or replaced and retested and acknowledged as being successful by the government.
- (5) All subsystem and sub-component, and connectivity between subsystems and sub-component integration testing must be complete and acknowledged by the government prior to transitioning to Certification and Accreditation Testing.
- (6) Integration testing will include systematic challenge testing as determined appropriate by the government.

(c) Certification and Accreditation Testing

- (1) All installed systems and subsystems will undergo VA's current certification and accreditation (C&A) testing in accordance with Federal Information Systems Management Act (FISMA) requirements.
- (2) The subsystem, subcomponent, or connectivity between subsystems or sub-components must be repaired or replaced and retested and acknowledged by the government.
- (3) All subsystem and sub-component, and connectivity between subsystems and sub-component integration testing must be complete and acknowledged as being successful by the government prior to transitioning to Limited Stress Testing.

(d) Limited Stress Testing

- (1) The integration of all APFS subsystems will be evaluated in a progressively expanding manner, while operating under an interim authority waiting the granting of a C&A, using discrete packets of live patient order data from the automated production system software package with correct pharmaceutical product.
- (2) During the stress testing phase the AFPS system will not be relied upon for CMOP to meet ongoing workload demands. However, due to the need to test the APFS system with actual patient data and actual product, discrete packets of live orders will be used for testing purposes.
- (3) Distinct packets of live patient order data will be used with successively larger prescription loads to test the full integration and functionality of all subsystems, sub-components, and connectivity between all APFS units, automated production system database structure, data servers, and other components necessary for the complete functionality of the APFS system.

- (4) Due to the expense of actual pharmaceuticals used for testing, the government will provide licensed pharmacists to verify that live patient orders are correctly filled so they can be dispensed to patients.
- (5) If at any time a subsystem, sub-component, or any connectivity between subsystems or sub-components fails, even after initial government acknowledgement of successful testing, the subsystem, sub-component, or connectivity between subsystems or sub-components shall be deemed as not operating to specifications by the government and its successful testing acknowledgement will be revoked.
- (6) The subsystem, subcomponent, or connectivity between subsystems or sub-components must be repaired or replaced and retested and acknowledged as being successful by the government. All subsystem and sub-component, and connectivity between subsystems and sub-component integration testing must be complete and acknowledged by the government prior to transitioning to Large Scale Stress Testing
- (7) Limited Stress Testing will include systematic challenge testing as determined appropriate by the government.

(e) Large Scale Stress Testing

- (1) As stress testing expands to a point for APFS throughput rate testing, while operating under an interim authority waiting the granting of a C&A, large discrete batches of live patient prescription order data will be provided in a quantity sufficient to fully test all APFS subsystems for sustained operation at current maximum achievable throughput.
- (2) As with Limited Stress Testing, live product will be dispensed to patients. While each discrete test uses live data with product dispensed to individual patients, each stress test, regardless of the number of prescriptions filled, is not part of day-to-day operational activities of the CMOP and dispensing of product does not indicate conditional acceptance of the APFS system.
- (3) If at any time a subsystem, sub-component, or any connectivity between subsystems or sub-components fails, even after initial government acknowledgement of successful testing, the subsystem, sub-component, or connectivity between subsystems or sub-components shall be deemed as not operating to specifications by the government and its successful testing acknowledgement will be revoked.
- (4) The subsystem, subcomponent, or connectivity between subsystems or sub-components must be repaired or replaced and retested and acknowledged by the government. All subsystem and sub-component, and connectivity between subsystems and sub-component integration testing must be complete and acknowledged by the government prior to APFS system acceptance by the government.
- (5) Stress Testing will be completed when the APFS system sustains the minimum throughput rate requirement defined in the Performance Work Statement over five (5) consecutive shifts when queue is in excess of 100,000 prescriptions each day.

F. CONFIDENTIALITY AND NONDISCLOSURE

It is agreed that:

1. The preliminary and final deliverables and all associated working papers and other materials deemed relevant by VA which has been generated by the contractor in the performance of this contract are the exclusive property of the U.S. Government and shall be submitted to the CO at acceptance. As previously identified, VA has and will have unlimited rights to any developed application source code per FAR 52.227-14.
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 contract. No information shall be released by the contractor. Any request for information relating to this contract 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.

G. INFORMATION SYSTEM SECURITY

1. The contractor shall ensure adequate LAN/Internet, data, information, and system security in accordance with VA standard operating procedures and standard contract language, conditions laws, and regulations. The contractor's firewall and web server shall meet or exceed the government minimum requirements for security. All government data shall be protected behind an approved firewall. Any security violations or attempted violations shall be reported to the VA project manager and VA Information Security Officer as soon as possible. The contractor shall follow all applicable VA policies and procedures governing information security, especially those that pertain to certification accreditation. See Section XXX, paragraph 1.3 for additional security requirements which are incorporated as additional contract terms and conditions.

(a) Security Training

All contractor employees and subcontractors under this contract or order are required to complete the VA's on-line VA Privacy and Information Security Awareness Rules of Behavior and the Privacy and HIPAA Training Course. The Privacy Awareness Training requirement may be fulfilled under additional privacy awareness training options, based on the prerogative of the Contracting Officer. Contractors must provide signed certifications of completion to the CO prior to on-site installation. Signed certifications of completions are also required for contractor employees that have remote electronic access to the system.

This requirement is in addition to any other training that may be required of the contractor and subcontractor(s).

(b) Equipment

Contractor supplied equipment: PCs of all types, equipment with hard drives, etc. for contract services must meet all security requirements that apply to Government Furnished Equipment (GFE) and Government Owned Equipment (GOE) as identified in VA Policy. If non-VA owned equipment must be utilized, a waiver must be in place.

- (1) VA Approved Encryption Software must be installed on all laptops or mobile devices before placed into operation (VA Mobile Device Management (MDM))
- (2) Bluetooth equipped devices are prohibited within the VA; Bluetooth must be permanently disabled or removed from the device
- (3) Equipment must meet all sanitization requirements and procedures before disposal
- (4) All remote systems (VAGFE and OE) must be equipped with, and use, VA Approved Antivirus Software and a personal (host-based or enclave based) firewall that is

configured with a VA Approved Configuration. The COR, CO, the Project Manager, and the ISO must be notified and verify compliance with all security requirements.

2. Contractor Personnel Security

All contractor employees who require access to the Department of Veterans Affairs' computer systems shall be the subject of a background investigation and must receive a favorable adjudication from the VA Security and Investigations Center (07C). This requirement is applicable to all subcontractor personnel requiring the same access. If the security clearance investigation is not completed prior to the start date of the contract, the employee may work on the contract while the security clearance is being processed, but the contractor will be responsible for the actions of those individuals they provide to perform work for the VA.

Background Investigation

The position sensitivity for this effort has been designated as low risk and the level of background investigation is a National Agency Check with Written Inquiries (NACI) level agency investigation.

BACKGROUND INVESTIGATION PROCEDURES

(a) In accordance with VA Handbook 6500.6 Contract Security, VA Handbook 0710 VA Personnel Suitability and Security Program, and VA Directive 0710, the Department of Veterans Affairs has implemented new procedures to obtain background security investigations for all contracted personnel.

(b) All contractor employees are subject to the same level of investigation as VA employees who have access to VA Sensitive Information. The position sensitivity for this effort has been designated as Low Risk and the level of background investigation is a National Agency Check with Written Inquiries (NACI). This requirement is applicable to all subcontractor personnel requiring the same access.

(c) The contractor shall bear the expense of obtaining background investigations. If the investigation is conducted by the Office of Personnel Management (OPM) through the VA, the contractor shall reimburse the VA within 30 days. The current cost for a NACI is \$333.00 per individual.

The risk level designations for public trust positions and the corresponding background investigation levels, as defined in VA Directive 0710, are:

<u>Public Trust Risk Level Designation</u>	<u>Background Investigation Level</u>
High Risk	Background Investigation (high public trust: e.g., access to mission critical data or patients) (BI).
Moderate Risk	Minimum Background Investigation (moderate levels of public trust: e.g., access to facilities or sensitive data) (MBI)
Low Risk	National Agency Check with Written Inquiries (NACI)

1. STEP ONE: Complete Background Investigation Request Worksheet: Within five business days of contract award, the contractor shall submit a completed **Background Investigation Request Worksheet (Form #1)** that lists all contractor employees who will be working on the subject contract to the Contracting Representative (COR) via password protected or encrypted e-mail or by fax. **Please note:** due to the personal information contained in the Background Investigation Request Worksheet, the information must be sent in a secure manner. Please **DO NOT** e-mail a document containing social security numbers unless the e-mail is encrypted.

If a contractor employee has a background investigation from another federal agency, it may be reciprocated as long as the background investigation meets the appropriate level designated in the current statement of work and has occurred within the last five years with a favorable adjudication and no break in service. Please be aware that any public trust case that is older than two years and does **not** have a favorable adjudication cannot be reciprocated unless it was a no issue case.

The Contracting Officer Representative (COR) will coordinate with the VA Security and Investigations Center (SIC) staff to verify reciprocity. If the contractor employee receives the automated e-mail from the VA SIC CRD and believes he/she may be eligible for reciprocity, please contact the VA SIC using the contact information in the e-mail. Reciprocity is **NOT** automatic. If a background investigation can be reciprocated, the VA SIC will send an e-mail notification to the contractor.

Note: As contract personnel are added to the contract or order, the Background Investigation Request Worksheet must be updated and submitted to the VSC Personnel Security Office so that a background investigation can be initiated. The additional contract employee cannot start work until all security requirements listed in this letter are completed.

2. STEP TWO: Complete Special Agreement Check (SAC) (Fingerprinting): ALL contractor employees are required to be fingerprinted within 14 business days of contract award, except for those who received an e-mail from the VA SIC confirming reciprocity. Courtesy electronic fingerprints can be obtained at some VA facilities. Please contact the Contracting Officer's Representative (COR) to schedule a fingerprinting appointment at a VA facility as soon as possible. Each contractor employee shall take a copy of the **VHA Special Agreement Check (SAC) Memorandum (Form #2)** to the fingerprinting appointment and complete it. Completed forms shall be provided to the Contracting Officer's Representative with their submission of required documents in Step 3.

3. STEP THREE: Complete and Submit Background Investigation Documents: Upon receipt of the Background Investigation Request Worksheet (see Step One), each contractor employee must complete and submit the required documents to the Contracting Officer's Representative **within 5 business days**.

OPM Optional Form 306

Prior Federal Service – Self Certification (not required if no previous service as a federal employee)

Fingerprint Verification (If a Contractor submits Electronic Fingerprints then they only forward a completed VHA Special Agreement Check (SAC) Memorandum. HOWEVER, if Contractors do not have access to an Electronic Fingerprint Facility, they must use the FD-258 Fingerprint Card, which is then "mailed" to the Security and Investigations Center.)

Forms may be obtained at http://www.osp.va.gov/Security_and_Investigations_Center_FF.asp

Within five business days of receiving the Background Investigation Request Worksheet and required documents listed above, the Contracting Officer's Representative will enter a background investigation request into the VA Security Investigation Center (SIC) Contractor Request Database (CRD) for each contractor employee. When the request is entered, an automated "initial" e-mail is sent to the contractor point of contact listed on the Background Investigation Request Worksheet. The automated e-mail identifies the background investigation level requested and provides a website link with further instructions. The contractor personnel are to follow the instructions to complete their background investigation. Once completed, the contractor personnel shall provide the Contracting Officer with the following documents within 3 calendar days:

E-QIP Certification Page
E-QIP Release of Information

The VA SIC reviews the documents within seven business days for completion and accuracy. If the documents do not contain any errors, the VA SIC forwards them to the Office of Personnel Management (OPM) to conduct the background investigation. If the documents contain errors, the VA SIC will return them to contractor with corrective instructions. The corrections must be made immediately and sent back to the VA SIC. Once the documents are completed correctly and VA SIC forwards them to OPM, an automated e-mail is sent to the contractor point of contact stating that the background investigation has been ***initiated***.

On the 20th day, if the VA SIC has not received a completed package, the Contractor POC will receive an e-mail notification that the request is still pending and has not been initiated. On the 40th day, if the VA SIC has not received a completed package, the Contractor POC will receive an email stating that the request has been terminated and the contract employee must be replaced due to non-compliance with security requirements and a new background investigation request will need to be submitted.

4. STEP FOUR: Obtain Personal Identity Verification (PIV) Card (Security Badge): Each contractor employee is required to obtain a PIV Card. In order to be eligible to receive a PIV Card, the contractor employee must have both a favorable SAC (fingerprinting) completion and an initiated background investigation (or reciprocation). Within five business days of reciprocation or receiving notice of initiated background investigation and favorable SAC (fingerprinting) adjudication, the contractor employee must complete the **VHA Service Center Contractor PIV Sponsorship Form (Form #3)** and submit it to the COR via e-mail at xxxx@va.gov

5. STEP FIVE: Complete Required Training and Sign Contractor Rules of Behavior: All contractor employees shall complete the training indicated in the solicitation. The contractor shall ***provide copies of training certificates and signed Contractor Rules of Behavior for each employee within five business days of reciprocation or receiving notice of initiated background investigation and favorable SAC adjudication contractor and annually thereafter*** to the Contracting Officer and the COR. In order to obtain access to the VA training via the VA's Talent Management System (TMS), please contact the COR.

All contractor employees and subcontractors under this contract or order are required to complete the VA's on-line VA Privacy and Information Security Awareness Rules of Behavior and the Privacy and HIPAA Training annually: <https://www.tms.va.gov/learning/user/login.jsp> Each user is required to "Create New User" account located just below the sign in button. The Privacy Awareness Training requirement may be fulfilled under additional privacy awareness training options, based on the prerogative of the Contracting Officer, pending assigned VA duties of the contractor employees and subcontractors under this contract. Contractors must provide signed certifications of completion to the Contracting Officer during each year of the contract. This requirement is in addition to any other training that may be required of the Contractor and Subcontractor(s).

This site supports IE 5.5 and greater. Netscape and all other browsers are not supported. If you have trouble with this site contact Help Desk at 1-866-496-0463 between the hours of 8:00 AM and 10 PM EST or email eeswbthelp@va.gov.

Office of Personnel Management sends the results of the background investigation to the Contracting Officer's Representative who will inform the Contractor POC of the outcome. The contractor, when notified of an unfavorable determination by the Government, shall withdraw the employee from consideration from working under the contract. The contractor primarily utilizes personnel that have already been cleared for sensitive data access for onsite and remote (VPN) access to the VA systems. The contractor shall initiate the process of clearing all other individuals that require access to these systems (e.g. new employees that have not yet been cleared). Under no circumstances will any individual that has been denied this clearance be allowed to work on VA CMOP systems, whether on site or by VPN. Contracted staff members that will have access to the VA CMOP systems (directly or by VPN) will participate in the required online continuing education security awareness courses. U.S. law requires companies to employ only individuals who may legally work in the United States – either U.S. citizens, or foreign citizens who have the necessary authorization. This contract requires contractor personnel to read, write, speak, and understand the English language, unless otherwise specified in this contract or agreed to by the Government. Failure to comply with the contractor personnel security requirements may result in termination of the contract for default.



Department of Veterans Affairs
VHA Service Center
6100 Oak Tree Blvd. #500
Independence, OH 44131
216-447-8010

Background Investigation Request Worksheet

The Contractor is responsible for updating the background investigation form as personnel are added to the order. The Contractor must submit the updated form to the Contracting Officer's Representative within five business days of the date to begin work.

Contractor Information

Contracting Officer/Contracting Specialist:

Telephone:

Station/VISN Number:

SAO Region (East/Central/West):

Purchase Order Number:

Risk Level (Low/Medium/High):

Contractor Name (Sub in parentheses):

Prime Contractor POC Name & Phone:

Prime Contractor POC Email:

Prime Contractor Address:

Contractor Employee Information

(Date and Place of Birth are required to cross check clearances issued by other departments/agencies.)

Employee Name (Last, First, Middle)	SSN	Employee Home Address	D.O.B.	Place of Birth (City, State, Country)	Previous Investigations Yes/No/Date

Form #1



Department of Veterans Affairs
VHA Service Center
6100 Oak Tree Blvd. #500

Independence, OH 44131
216-447-8010

Contractor PIV Sponsorship Form

Employee Information

Name (First Middle Last):

Social Security Number:

Date of Birth (MM/DD/YYYY):

Gender (M/F):

Race:

Eye Color:

Hair Color:

Height & Weight:

Citizenship:

(US, Naturalized or Non-Citizen
Status)

Place of Birth (City, State, Country):

Home Address:

Job Title:

Contractor Company Name:

Company Address:

Form #2



Department of Veterans Affairs
VHA Service Center
6100 Oak Tree Blvd. #500
Independence, OH 44131
216-447-8010

VHA Special Agreement Checks (SAC) Memorandum

FINGERPRINTS MUST BE COMPLETED WITHIN FIVE (5) BUSINESS DAYS AFTER NOTICE OF AWARD

Employee Information (please print)

Name (First Middle Last):

Social Security Number:

Contractor (yes/no):

VA Security Specialist Use Only

SON: 955C / SOI: VA08

Federal Agency Name:

VISN Number:

Station Number:

Date Fingerprinted:

Method of Fingerprinting:

Electronically

After fingerprints are captured, fax this completed document to:

VHA Service Center (VSC)

Personnel Security Office

Fax# 216-447-8020

Form #3



**Department of Veterans Affairs
VHA Service Center
6100 Oak Tree Blvd. #500
Independence, OH 44131
216-447-8010**

VHA Security Center PIV Credentials Turn-In Inventory Report
(ATTACH ADDITIONAL SHEETS AS REQUIRED)

Contractor Information

Contractor POC Name & Phone: _____

Contractor Employee Information

Employee Name	Company Name	VA Turn-In Location	Turn-In Date

Site Manager/COR Signature & Date: _____

Site Manager/COR Name (printed): _____

Form #4

“Contract Administration Data”**I. DELIVERY INFORMATION**

Equipment delivery shall begin no later than eight months of contract award date or six months of the government securing a new facility if lease is not in place when contract award is made. Installation to include testing must be completed before final acceptance. Onsite training of CMOP staff shall be ongoing through all phases of installation and completed prior to limited stress testing.

A guarantee period of 1 year post-acceptance is required.

II. Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule

The HIPAA Privacy Rule promulgates rules governing the security, use and disclosure of Protected Health Information (PHI) by covered entities, including Federal agencies such as the Department of Veterans Affairs (VA). A covered agency must obtain satisfactory written assurances from its business associates that they will appropriately safeguard PHI that is received from or created on behalf of the agency. If the VA Contracting Officer determines, or is notified by CMOP personnel, that HIPAA is applicable to an offer that is submitted under this solicitation, the offeror will be required to enter into a Business Associate Agreement (BAA) with the agency prior to the effective date of the contract; or, if a contract has already been awarded, at any time it is determined that a BAA is required. The BAA will describe the permitted and required uses of PHI by the contractor; provide that the contractor will not use or further disclose the PHI other than as permitted or required by the contract or by law; and require the contractor to use appropriate safeguards to prevent unauthorized disclosure of the PHI.

III. INVOICING

All invoices are to be submitted to: Charleston CMOP, 3725 Rivers Ave STE 2, North Charleston, SC 29405.

IV. Progress Payments Based Upon Stages Of Completion

- (a) Definition: “Progress Payments Based Upon Stages of Completion” means a finance payment based upon approved completion of milestone. Progress payments based on a percentage or stages of completion are authorized by the statutes cited in FAR Part [32.101](#).
- (b) The offeror shall submit a milestone bar chart illustrating percentages of completion totaling 100% at final delivery to be approved by the Contracting Officer in their proposal. Upon contract award, the contractor shall submit a Performance Bond, a financial disclosure letter authorizing the government to contact the financial institution and the most current financial statement.
- (c) To receive progress payments, the contractor shall submit a request for financing payment, upon completion of the indicated milestone, in the amount indicated on the milestone chart based on percentage of total contract price. The request shall be forwarded to the Charleston CMOP Contracting Officer’s Representative (COR).
- (d) Verification of the contractor’s entitlement for a progress payment shall be accomplished by the Charleston CMOP COR.
- (e) The Government shall retain the remaining 20 percent of the purchase price until such time as the installation has been completed, the Government has inspected, tested, and accepted the installed equipment, and all exception items (ie “punch list”) are complete.

PWS Outline: Go/No-Go Tech Exc Mgmt Oversight Not Mentioned

PART I: Background

- A. Introduction **(1-2)**
- B. Statement of Need
- C. Definitions
- D. System Relationships **(1-2)**

PART II: System Relationships

- A. System Performance and Design
 - (1) Data Transfer and Acceptance **(a-e)**
 - (2) Software Development and Source Code **(a-d: Reports, Deliverable Docs)**
 - (3) System Throughput Requirements **(a-c)**
 - (4) Footprint for Automation / Workflow Design **(a-g: Staffing Plan)**
 - (5) Proof of Concept **(a-b)**
 - (6) Project Management Plan **(a-b: Risk assessment, Emerg Recovery, Qlty Mgmt, Timeline/milestones)**
 - (7) Progress Meeting and Reports **(a-c)**
- B. Technical Quality
 - (1) Patient Safety **(a-l)**
 - (2) Accuracy **(a-d)**
 - (3) Ergonomic Design **(a-d)**
 - (4) Status Displays and Alerts **(a-c: Reporting)**
 - (5) Operator Safety **(a-d)**
 - (6) Interchangeability **(a-c)**
- C. Subsystem Requirements
 - (1) Patient Specific Printed Documents **(a-f:30% recycled)**
 - (2) Conveyance **(a-i: weight)**
 - (3) TCA **(a-t)**
 - (4) TCA Replenishment Area with Integrated APFS Functionality **(a-k)**

- (5) CSDR **(a-e)**
- (6) UUA **(a-j)**
- (7) Automated Labeling/Verification of Unit of Use Items **(a-c)**
- (8) Refrigerated Item Dispensing **(a-d)**
- (9) Low Volume Dispensing (LVD) **(a-f)**
- (10) Medical Supply Dispensing Area (MSDA) **(a-f)**
- (11) Pharmacist Verification **(a-d)**
- (12) Packing Stations **(a-f)**
- (13) Warehouse Management System **(a-b)**

D. Operations and Maintenance

- (1) Ancillary Utilities and Infrastructure **(a-q)**
- (2) Naming and Labeling **(a-d)**
- (3) Parts and Serviceability **(a-h)**
- (4) Deliverable Documentation **(a-o)**
- (5) Start-up Supplies **(a-c)**
- (6) Maintenance **(a-e)**
- (7) Training **(a-c)**
- (8) Warranty **(a-f)**

E. Testing

- (1) General Requirements **(a-b)**
- (2) Conformance to Requirements **(a-d)**
- (3) Component, Challenge, and Acceptance Testing **(a-e)**

F. CONFIDENTIALITY AND NONDISCLOSURE (1-3)

G. INFORMATION SYSTEM SECURITY (1-2)

Performance Work Statement Reference	Factor	Sub-Factor	Met Y/N
Part II Subsection A.1 & A.2 (specifically Reporting)	Technical Excellence	System Performance and Design	
Part II Subsection A.3 (Go/No-Go)	Technical Excellence	System Performance and Design	
Part II Subsection A.4 & A.5 (specifically Staffing Plan)	Technical Excellence	System Performance and Design	

[illegible]

The RFI Number is VA770-16-N-0133

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2015)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government

for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) *System for Award Management (SAM)*.

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to

review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

C.2 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)

(a) The Contractor shall not require employees or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of Clause)

C.3 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management

and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

C.4 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

- (i) Government personnel and authorized users performing business on behalf of the Government; or
- (ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for—

- (i) Past performance reviews required by subpart 42.15;
- (ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the nonpublic segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of Clause)

C.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of Clause)

C.6 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

(a) *Definition.* "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *Applicability.* This clause applies only to—

(1) Contracts that have been totally set aside or reserved for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(d) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of Clause)

C.7 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

C.8 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)

C.9 VAAR 852.211-70 SERVICE DATA MANUALS (NOV 1984)

(a) The successful bidder will supply operation/maintenance (service data) manuals with each piece of equipment in the quantity specified in the solicitation and resulting purchase order. As a minimum, the manual(s) shall be bound and equivalent to the manual(s) provided the manufacturer's designated field service representative as well as comply with all the requirements in paragraphs (b) through (i) of this

clause. Sections, headings and section sequence identified in (b) through (i) of this clause are typical and may vary between manufacturers. Variances in the sections, headings and section sequence, however, do not relieve the manufacturer of his/her responsibility in supplying the technical data called for therein.

(b) Title Page and Front Matter. The title page shall include the equipment nomenclature, model number, effective date of the manual and the manufacturer's name and address. If the manual applies to a particular version of the equipment only, the title page shall also list that equipment's serial number. Front matter shall consist of the Table of Contents, List of Tables, List of Illustrations and a frontispiece (photograph or line drawing) depicting the equipment.

(c) Section I, General Description. This section shall provide a generalized description of the equipment or devices and shall describe its purpose or intended use. Included in this section will be a table listing all pertinent equipment specifications, power requirements, environmental limitations and physical dimensions.

(d) Section II, Installation. Section II shall provide pertinent installation information. It shall list all input and output connectors using applicable reference designators and functional names as they appear on the equipment. Included in this listing will be a brief description of the function of each connector along with the connector type. Instructions shall be provided as to the recommended method of repacking the equipment for shipment (packing material, labeling, etc.).

(e) Section III, Operation. Section III will fully describe the operation of the equipment and shall include a listing of each control with a brief description of its function and step-by-step procedures for each operating mode. Procedures will use the control(s) nomenclature as it appears on the equipment and will be keyed to one or more illustrations of the equipment. Operating procedures will include any preoperational checks, calibration adjustments and operation tests. Notes, cautions and warnings shall be set off from the text body so they may easily be recognizable and will draw the attention of the reader. Illustrations should be used wherever possible depicting equipment connections for test, calibration, patient monitoring and measurements. For large, complex and/or highly versatile equipment capable of many operating modes and in other instances where the Operation Section is quite large, operational information may be bound separately in the form of an Operators Manual. The providing of a separate Operators manual does not relieve the supplier of his responsibility for providing the minimum acceptable maintenance data specified herein. When applicable, flow charts and narrative descriptions of software shall be provided. If programming is either built-in and/or user modifiable, a complete software listing shall be supplied. Equipment items with software packages shall also include diagnostic routines and sample outputs. Submission information shall be given in the Maintenance Section to identify equipment malfunctions that are software related.

(f) Section IV, Principles of Operation. This section shall describe in narrative form the principles of operation of the equipment. Circuitry shall be discussed in sufficient detail to be understood by technicians and engineers who possess a working knowledge of electronics and a general familiarity with the overall application of the devices. The circuit descriptions should start at the overall equipment level and proceed to more detailed circuit descriptions. The overall description shall be keyed to a functional block diagram of the equipment. Circuit descriptions shall be keyed to schematic diagrams discussed in paragraph (i) below. It is recommended that for complex or special circuits, simplified schematics should be included in this section.

(g) Section V, Maintenance. The maintenance section shall contain a list of recommended test equipment, special tools, preventive maintenance instructions and corrective information. The list of test equipment shall be that recommended by the manufacturer and shall be designated by manufacturer and model number. Special tools are those items not commercially available or those that are designed specifically for the equipment being supplied. Sufficient data will be provided to enable their purchase by the Department of Veterans Affairs. Preventive maintenance instructions shall consist of those recommended by the manufacturer to preclude unnecessary failures. Procedures and the recommended frequency of performance shall be included for visual inspection, cleaning, lubricating, mechanical adjustments and circuit calibration. Corrective maintenance shall consist of the data necessary to troubleshoot and rectify a problem and shall include procedures for realigning and testing the equipment. Troubleshooting shall include either a list of test points with the applicable voltage levels or waveforms that would be present under a certain prescribed set of conditions, a troubleshooting chart listing the symptom, probable cause and remedy, or a narrative containing sufficient data to enable a test technician or electronics engineer to determine and locate the probable cause of malfunction. Data shall also be provided describing the preferred method of repairing or replacing discrete components mounted on printed circuit boards or located in areas where special steps must be followed to disassemble the equipment. Procedures shall be included to realign and test the equipment at the completion of repairs and to restore it to its original operating condition. These procedures shall be supported by the necessary waveforms and voltage levels, and data for selecting matched components. Diagrams, either photographic or line, shall show the location of printed circuit board mounted components.

(h) Section VI, Replacement Parts List. The replacement parts list shall list, in alphanumeric order, all electrical/electronic, mechanical and pneumatic components, their description, value and tolerance, true manufacturer and manufacturers' part number.

(i) Section VII, Drawings. Wiring and schematic diagrams shall be included. The drawings will depict the circuitry using standard symbols and shall include the reference designations and component values or type designators. Drawings shall be clear and legible and shall not be engineering or productions sketches.

(End of Clause)

C.10 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

(a) *Definitions.* As used in this clause—

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

C.11 VAAR 852.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 2008)

(a) It is expressly agreed and understood that this is a non- personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor or its health-care providers are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided but retains no control over professional aspects of the services rendered, including by example, the Contractor's or its health-care providers' professional medical judgment, diagnosis, or specific medical treatments. The

Contractor and its health-care providers shall be liable for their liability-producing acts or omissions. The Contractor shall maintain or require all health-care providers performing under this contract to maintain, during the term of this contract, professional liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: * _____. However, if the Contractor is an entity or a subdivision of a State that either provides for self-insurance or limits the liability or the amount of insurance purchased by State entities, then the insurance requirement of this contract shall be fulfilled by incorporating the provisions of the applicable State law.

* Amounts are listed below:

(b) An apparently successful offeror, upon request of the Contracting Officer, shall, prior to contract award, furnish evidence of the insurability of the offeror and/or of all health-care providers who will perform under this contract. The submission shall provide evidence of insurability concerning the medical liability insurance required by paragraph (a) of this clause or the provisions of State law as to self-insurance, or limitations on liability or insurance.

(c) The Contractor shall, prior to commencement of services under the contract, provide to the Contracting Officer Certificates of Insurance or insurance policies evidencing the required insurance coverage and an endorsement stating that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. Certificates or policies shall be provided for the Contractor and/or each health-care provider who will perform under this contract.

(d) The Contractor shall notify the Contracting Officer if it, or any of the health-care providers performing under this contract, change insurance providers during the performance period of this contract. The notification shall provide evidence that the Contractor and/or health-care providers will meet all the requirements of this clause, including those concerning liability insurance and endorsements. These requirements may be met either under the new policy, or a combination of old and new policies, if applicable.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts for health-care services under this contract. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraph (a) of this clause.

* Amounts from paragraph (a) above:

(End of Clause)

C.12 VAAR 852.246-70 GUARANTEE (JAN 2008)

The contractor guarantees the equipment against defective material, workmanship and performance for a period of , said guarantee to run from date of acceptance of the equipment by the Government. The contractor agrees to furnish, without cost to the Government, replacement of all parts and material that are

found to be defective during the guarantee period. Replacement of material and parts will be furnished to the Government at the point of installation, if installation is within the continental United States, or f.o.b. the continental U.S. port to be designated by the contracting officer if installation is outside of the continental United States. Cost of installation of replacement material and parts shall be borne by the contractor.

(End of Clause)

C.13 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2015
52.227-14	RIGHTS IN DATA—GENERAL	MAY 2014
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
852.246-71	INSPECTION	JAN 2008

(End of Addendum to 52.212-4)

C.14 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if—

- (a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government;
- (b) Any surety fails to furnish reports on its financial condition as required by the Government; or
- (c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer.
- (d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

(End of Clause)

C.15 52.228-16 PERFORMANCE AND PAYMENT BONDS—OTHER THAN CONSTRUCTION (NOV 2006)(a) *Definitions.* As used in this clause—

"Original contract price" means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to percent of the original contract price and a payment bond (Standard Form 1416) in an amount equal to percent of the original contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within days, but in any event, before starting work.

(d) The Government may require additional performance and payment bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register*, or may be obtained from the:

U.S. Department of Treasury
Financial Management Service
Surety Bond Branch
3700 East West Highway, Room 6F01
Hyattsville, MD 20782.
Or via the internet at <http://www.fms.treas.gov/c570/>.

(End of Clause)

C.16 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

C.17 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (NOV 2015)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☐ (10) [Reserved]

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

- ☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ☐ (ii) Alternate I (JAN 2011) of 52.219-4.
- ☐ (13) [Reserved]
- ☒ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- ☐ (ii) Alternate I (NOV 2011).
- ☐ (iii) Alternate II (NOV 2011).
- ☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2015) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (iv) Alternate III (OCT 2015) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☒ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

- ☒ (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☒ (31) 52.222-37, Employment Reports on Veterans (OCT 2015) (38 U.S.C. 4212).
- ☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☒ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (OCT 2015) of 52.223-13.
- ☐ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-14.
- ☐ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- ☐ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-16.
- ☒ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- ☒ (41) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- ☐ (42)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I (MAY 2014) of 52.225-3.

☐ (iii) Alternate II (MAY 2014) of 52.225-3.

☐ (iv) Alternate III (MAY 2014) of 52.225-3.

☐ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (44) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☒ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

☐ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

☐ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☐ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (OCT 2015) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(xi)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

C.18 MANDATORY WRITTEN DISCLOSURES

Mandatory written disclosures required by FAR clause 52.203-13 to the Department of Veterans Affairs, Office of Inspector General (OIG) must be made electronically through the VA OIG Hotline at <http://www.va.gov/oig/contacts/hotline.asp> and clicking on "FAR clause 52.203-13 Reporting." If you experience difficulty accessing the website, call the Hotline at 1-800-488-8244 for further instructions.

**SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR
ATTACHMENTS**

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

List of Contract Documents, Exhibits, Attachments and Solicitation Provisions

<u>No.</u>	<u>Description of Content</u>	<u>Pages</u>
1.	Attachment A, Information Technology Design Guide VHA TCD Spaces & Cable Pathways Design Guide	37
2.	Attachment B, Business Associate Agreement Example	6
3.	Attachment C, VA Information & Information System Security/Privacy; VA Handbook 6500.6 Appendix C dated March 12, 2010	10
4.	Attachment D, Contractor Rules of Behavior VA Handbook 6500.6 Appendix D; dated March 12, 2010	5
5.	Attachment E, AS9010 Confidential Disclosure Agreement	2
6.	Attachment F. Conceptual Floor Drawing A101	1
7.	Attachment G, Conceptual Floor Drawing, Production and Controlled Substances A102	1
8.	Attachment H, Evaluation Factors Crosswalk	1
9.	Attachment I, CMOP Data Interface Control Document R1 3c	72

*****NOTICE*****

Attachment C is additional contract terms and conditions. The contractor shall not make any exceptions to this attachment. The contractor shall complete and return Attachment E.

**** All Design Guides and Design Manuals referenced in the performance work statement, solicitation, or attachments can be found at the Veterans Affairs Website:**

<http://www.cfm.va.gov/til/index.asp> **

**** All Handbooks referenced in the performance work statement, solicitation, or attachments can be found at the Veterans Affairs Website:**

<http://vaww.va.gov/vhapublications> **

Attachment (A)

Information Technology Design Guide

VHA TCD Spaces & Cable Pathways Design Guide



Last Revised:
March 6, 2011

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VHA Telephone/Data Spaces & Cable Pathways Design Guide for VANTHCS

Purpose

This guideline identifies the requirements for building the telephone/data spaces and cable pathways for VHA hospital's and Outpatient Clinics. The following design criteria are, primarily, for **“NEW CONSTRUCTION”**. The criteria, however, serves as a general guide for existing facilities as well. Each station is encouraged to utilize existing space and cable pathways to the maximum extent possible. If unclear about the design specifications, the station should request technical assistance from TCD (194D).

General Requirements

General Construction Contractor

Unless otherwise directed, the General Construction Contractor shall install the cable pathways and construct the telephone/data (T/D) spaces for the cable plant using these guidelines. The spaces to be provided are the Main and Intermediate Distribution Frames (MDF & IDF) where telephone & data cabling terminates and related signal processing equipment is housed and the Workstation Interface Outlet boxes where users connect for service. For new construction, the Telephone and Data MDF's shall be collocated in the individual Telephone/Computer Rooms.

Drawings

The General Construction Contractor shall clearly show conduit runs or cable trays on the electrical drawings, showing the exact locations of Telephone MDF Space, Data MDF Space, Computer Room, T/D closets, pull boxes and outlet boxes. Drawings must identify originating locations of conduit runs when both originating and terminating points are not shown on the same drawing. The telephone switch room and the computer room each is to be 24' X 17' and they are to be adjacent to each other, sharing a common wall.

Cabling Contractor

As the facility nears completion, a Cabling Contractor shall install the telephone/data cabling in the cable pathways and T/D spaces provided. A separate guideline entitled **VHA TCD Cabling Design Guide** is available. Throughout the remainder of this document the term Contractor shall, unless otherwise stated, mean the General Construction Contractor.

Applicable Codes & Standards

The following standards, as updated, are the applicable specifications to be used for the construction of the Telephone and Data MDF's spaces collocated in the Computer Rooms, the IDF's spaces located in dedicated T/D closets, and the cable pathways used to connect these spaces to each other and the user Outlet boxes located through-out the VARO:

- ANSI/EIA/TIA-569-A Commercial Building Standard for Telecommunications Pathways and Spaces
- ANSI/TIA/EIA-606 Administration Standard for the Telecommunications Infrastructure of Commercial Buildings
 - ANSI/EIA/TIA-607 Commercial Building Grounding/Bonding Requirements
- NFPA - National Fire Protection Association

- NEC - National Electrical Code
- BOCA - Building Owners & Contractors Association, National Building Code
- BICSI - Building Industry Consulting Services, International

These codes and standards shall be applied in addition to the requirements of equipment vendors, system and service suppliers, and state and local governments. The T/D spaces and pathways provided must comply with all requirements of the above codes and standards.

Telephone / Data Spaces

Data Main Distribution Frame (MDF) Space - Computer Room

The Data MDF space houses the local area network (LAN) head-end electronics used to terminate fiber optic data backbone cabling from each T/D closet, LAN servers, and interface with the VA wide area network. The Data MDF space shall be located in the VA/OPC facility Computer Room. The computer room should not be utilized as a telecommunication closet. All network Category 5e runs will go to a telecommunication closet and then fiber will be brought to the computer room.

Sizing

VHA's Sysnet staff will review and approve the location, design, and size of the Computer MDF space during review of the design drawings using the following minimum size:

Number Of Computers	Size	Floor Load Bearing
1-299	200 sq. ft.	500 lbs. per in ²
300-999	300 sq. ft.	750 lbs. per in ²
1000-4999	400 sq. ft.	1000 lbs. per in ²

Flooring

A new Computer MDF Space shall have a raised floor (computer flooring) with a minimum 12" finished floor height. If adjacent to the Telephone Room, the floor shall be the same height. This raised floor shall have a load bearing commensurate with the quantity of computer room equipment that will be installed. The Contractor shall verify with the VA OI&T SYSNET staff at the facility that the floor load-bearing capacity is sufficient to meet all computer equipment, UPS system, associated batteries, and any other computing needs. The Contractor shall increase the floor loading capacity, as necessary, to meet equipment load requirements. Two foot grid, full frame support with stringers connecting support posts, not just corner support. Both support and tiles are to be fully grounded. Also, a 12 inch cable tray will be installed under the floor to separate power and data.

Ceiling

The ceiling shall be finished with a suspended ceiling with removable tiles.

Walls

All walls shall be painted a white color. If adjacent to the Telephone Room, the wall separating the two adjacent rooms shall extend from finished floor to floor above. The common plenum below the wall shall be fitted with security bars to allow cable access and airflow but no personnel access. All walls in the Computer Room and the Telephone Switch Room are to have ¾ inch fire retardant plywood (one hour fire rated) and painted white.

Equipment Restriction

Equipment not related to the support of the Computer MDF Space (e.g., water, drainage, steam piping, ductwork, pneumatic tubing, etc.) shall not be installed in, pass through, or enter the room.

Fire Protection - Existing Facility

Fire protection of the Computer MDF Space shall be provided as per applicable code. Apply NFPA 75 if no other applies. Additionally, a minimum of two (2) BC fire extinguishers shall be installed according to standards.

Overhead Dry Pipe Sprinkler System

A “pre-action” automatic sprinkler system shall be installed. Sprinkler heads shall be provided with wire cages to prevent accidental operation or recessed drop-down sprinkler heads installed.

Under floor Space

If the raised floor is 18 inches or more in height and required by local code, an automatic sprinkler system shall be provided in the under floor space. A water detection alarm will also be placed under the floor space and will sound or visual alarm in the boiler plant.

Smoke Detection

Smoke detection shall be provided for both the ceiling and under floor and must be connected to the building fire alarm system and pre-action sprinkler system.

Door Requirements

The Telephone Equipment Room and the Computer Room shall be provided with a Class B fire rated, 40” wide x 84” high self-closing, self-locking double door equipped with a key pad entry system and intrusion alarm.

Power and Lighting

Emergency Backup Power

Provide an electrical panel for use by Computer MDF Space with a full capacity isolated neutral bus and isolated ground (IG) bus connected to the emergency backup power supply. The panel shall provide 208/120 VAC, three (3) phase, four (4) wire circuits. The current rating of the panel and number and size of the circuit breakers, circuits, and receptacles, etc., will be determined by the requirements of the switching equipment. Receptacles, circuits and panels shall be of the isolated ground (IG) type. Dual source power, network equipment will require both normal and emergency power. Normal and emergency panel to be located in the Computer Room, both designed for 50% growth. Emergency Power-Off (EPO) required in the Computer and Telephone Switch Room with a clear plastic cover to prevent accidental activation. Majority of power will be located under the raised floor but a minimum of 6 x20A emergency outlets and 2 x 20A normal outlets at the standard 18 inches above raised floor on walls will be installed.

1 x L6-20R Emergency

1 x L6-30R-Normal

2 x L5-30R-Emergency

2 x L5-30R-Normal

6 x 20A 120V Normal Quad Outlets on Greenfield Flex

6 x 20A 120V Emergency Quad Outlets on Greenfield Flex

2 x 30A L5-30R Circuits Off Emergency For Gigamon Equipment Rack

Also requires #2 green insulated ground wire to Computer Room ground bus bar. Electrical receptacles will be required in order to support an UPS system in the computer room.

VAC Service Receptacles

Install a minimum of one 120 VAC duplex receptacle on each wall surface and every 8 feet minimum to be used for service and test equipment. Each 20A circuit shall power no more than 2 duplex receptacles. Surge protectors, if required, will be provided by the Cabling Contractor.

Overhead Lighting

Provide sufficient overhead lighting, located to avoid undesirable shadows, to give an average of 30 to 50 foot candles of illumination at desk elevation. An “on/off” switch shall be mounted on the wall adjacent to the door. Lighting fixtures shall be connected to the emergency power system, if emergency power is present, and shall not be attached to the above power panel. If fluorescent lighting fixtures are provided, they must be either louvered or lens type.

Environmental Conditions

Temperature & Humidity

Telephone MDF Space shall be equipped with circulation and heating/cooling equipment capable of maintaining the space between 60 and 80 degrees Fahrenheit, with humidity control. The relative humidity should not exceed 50%. Heating and cooling requirements shall also include the heat dissipation of the back-up batteries and associated rectifiers. All communication closets must have year round air conditioning.

HVAC Duty Cycle

The HVAC equipment shall be stand-alone in design and accommodate a twenty-four hour, seven days a week, year-around operation. A second back-up unit will be needed in the telephone switch room and the computer room. These additional units are to be on emergency back up power, if present.

Floor Venting

For raised flooring (computer flooring), every third tile shall be vented to accommodate HVAC equipment.

Telephone MDF Space

The Telephone MDF space houses the telephone Private Branch Exchange (EAPBX), its associated equipment, and the demarcation with the telephone company trunks. This space also terminates telephone unshielded twisted pair (UTP) backbone cabling from each T/D closet and provides the means to patch EAPBX ports to these backbones. In new or exiting construction, the Telephone MDF space shall be provided in the Computer Room or located adjacent to the Computer Room.

Sizing

VA OI&T Telecommunications Staff at the facility will review and approve the location, design, and size of the Telephone MDF space during review of the design drawings using the following minimum size:

Number Of Lines	Size
100-899	500 sq. ft.
900-1599	700 sq. ft.
1600-1999	900 sq. ft
2000-2399	1100 sq. ft

2400-2799	1300 sq. ft.
2800-3199	1500 sq. ft.
3200-3999	1700 sq. ft.

Flooring

A new Telephone MDF Space shall have a raised floor (computer flooring) with a minimum 12" finished floor height and a suspended ceiling. If adjacent to the Computer Room, the floor shall be the same height. The same specifications as the Computer Room raised floor apply. The Contractor shall verify with the EAPBX provider, that the floor design load is adequate to support the EAPBX; it's UPS system, and associated batteries. The Contractor shall increase the floor loading capacity, as necessary, to meet equipment load requirements. Two foot grid, full frame support with stringers connecting support posts, not just corner support. Both support and tiles are to be fully grounded. Also, a 12 inch cable tray will be installed under the floor to separate power and data.

4.2.2.a

The EAPBX will be an NEC, 2400 IPX, it will weigh 300 pounds, the Emergency Batteries will weigh 1,600 pounds, the Rectifier will weigh 350 pounds.

Walls

All walls shall be painted a white color. If adjacent to the Computer Room, the wall separating the two adjacent rooms shall extend from finished floor to floor above. The common plenum below the wall shall be fitted with security bars to allow cable access and airflow but no personnel access. All walls in the Telephone Switch Room and the Computer Room are to have ¾ inch fire retardant plywood (one hour fire rated) and painted white.

Equipment Restriction

Equipment not related to the support of the Telephone MDF Space (e.g., water, drainage, steam piping, ductwork, pneumatic tubing, etc.) shall not be installed in, pass through, or enter the room.

New Construction - Rack Space

For new construction, sufficient equipment rack space shall be provided so that the cabling contractor may rack mount 19" patch panels to terminate telephone backbone cables and rack mount 19" patch panels to terminate the telephone switch ports. The cabling contractor shall provide 110-300 Pair termination blocks using C-5 type connectors that will be utilized for the PBX Cable terminations as well as telephone cable (Riser) terminations. Any pairs that are brought to the PBX MDF from outside the building should be protected with approved lightning protection. The racks are to have a 4 foot clearance in the front and back, power outlets to be within 2 feet Minimum and a maximum of 4 feet behind the rack. Refer to drawing of typical telecommunication closet.

Fire Protection - Existing Facility

Fire protection of the Telephone MDF Space shall be provided as per applicable code. Apply NFPA 75 if no other applies.

Overhead Dry Pipe Sprinkler System

A "pre-action" automatic sprinkler system shall be installed. Sprinkler heads shall be provided with wire cages to prevent accidental operation. An appropriate fire extinguisher shall be provided near the exit door.

Under floor Space

If the raised floor is 18 inches or more in height and required by local code, an automatic sprinkler system shall be provided in the under floor space. A water detection alarm will also be placed under the floor space and will sound or visual alarm in the boiler plant.

Smoke Detection

Smoke detection shall be provided for both the ceiling and under floor and must be connected to the building fire alarm system and pre-action sprinkler system.

Door Requirements

The Telephone Equipment Room and the Computer Room shall be provided with a Class B fire rated, 40" wide x 84" high self-closing, self-locking double door equipped with a key pad entry system and intrusion alarm.

Power and Lighting

Emergency Backup Power

Provide an electrical panel for use by Telephone MDF Space with a full capacity isolated neutral bus and isolated ground (IG) bus connected to the emergency backup power supply. The panel shall provide 208/120 VAC, three (3) phase, four (4) wire circuits. The current rating of the panel and number and size of the circuit breakers, circuits, and receptacles, etc., will be determined by the requirements of the switching equipment. Receptacles, circuits and panels shall be of the isolated ground (IG) type. Dual source power, network equipment will require both normal and emergency power. Normal and emergency panel to be located in the Computer Room, both designed for 50% growth. Emergency Power-Off (EPO) required in the Computer and Telephone Switch Room with a clear plastic cover to prevent accidental activation. Majority of power will be located under the raised floor but a minimum of 6 x 20A emergency outlets and 2 x 20A normal outlets at the standard 18 inches above raised floor on walls will be installed.

1 x L6-20R Emergency

1 x L6-30R-Normal

2 x L5-30R-Emergency

2 x L5-30R-Normal

6 x 20A 120V Normal Quad Outlets on Greenfield Flex

6 x 20A 120V Emergency Quad Outlets on Greenfield Flex

2 x 30A L5-30R Circuits Off Emergency For Gigamon Equipment Rack

Also requires #2 green insulated ground wire to Computer Room ground bus bar. Electrical receptacles will be required in order to support an UPS system in the computer room. The rectifier for the EPABX is 30 AC/20DC.

4.2.7.1a VAC Service Receptacles

Install a minimum of one 120 VAC duplex receptacle on each wall surface and every 8 feet minimum to be used for service and test equipment. Each 20A circuit shall power no more than 2 duplex receptacles. Surge protectors, if required, will be provided by the Cabling Contractor.

Grounding

Provide access to the telecommunications grounding system as specified by ANSI/TIA/EIA-607, connected by #2 AWG copper wire to the building grounding electrode. Grounding bus bar will be located in the closet between the data wall and the telephone wall. Fed with a minimum 2 gauge green insulated wire back to the building ground. With a two (2) inch penetration conduit to the other future stacked closets. The ground bus is to be a minimum 3x12x1/4" and must be three (3) inches from the wall mounted on isolators.

Overhead Lighting

Provide sufficient overhead lighting, located to avoid undesirable shadows, to give an average of 30 to 50 foot candles of illumination at desk elevation. An "on/off" switch shall be

mounted on the wall adjacent to the door. Lighting fixtures shall be connected to the emergency power system, if emergency power is present, and shall not be attached to the above power panel. If fluorescent lighting fixtures are provided, they must be either louvered or lens type.

Environmental Conditions

Minimum Cooling Requirements:

Number Of Lines	BTU's	Size
100-899	20,000	500 sq. ft.
900-1599	30,000	700 sq. ft.
1600-1999	40,000	900 sq. ft.
2000-2399	50,000	1100 sq. ft.
2400-2799	70,000	1300 sq. ft.
2800-3199	90,000	1500 sq. ft.
3200-3999	110,000	1700 sq. ft.

Temperature & Humidity

Telephone MDF Space shall be equipped with circulation and heating/cooling equipment capable of maintaining the space between 60 and 80 degrees Fahrenheit, with humidity control. The relative humidity should not exceed 50%. Heating and cooling requirements shall also include the heat dissipation of the back-up batteries and associated rectifiers. All communication closets must have year round air conditioning.

HVAC Duty Cycle

The HVAC equipment shall be stand-alone in design and accommodate a twenty-four hour, seven days a week, year-around operation. A second back-up unit will be needed in the telephone switch room and the computer room. These additional units are to be on emergency back up power, if present.

Floor Venting

For raised flooring (computer flooring), every third tile shall be vented to accommodate HVAC equipment.

In new construction, telephone and data IDF functions shall be provided by consolidated T/D Closets. The T/D closets shall provide sufficient floor space to rack mount LAN concentrator electronics, terminate fiber optic data backbone cabling from the Data MDF, terminate UTP telephone backbone cabling from the Telephone MDF, and terminate horizontal UTP cabling routed to each Workstation Interface Outlet box serviced by the closet. For existing facilities, consolidation should be achieved to the extent possible given existing facility and monetary constraints. PBX (Voice) terminations from the "Workstation Interface Outlets" cables should be terminated on 110-300 Pair termination blocks using C-4 type connectors (which accommodate all four pair of the WIO cable). All conduits provided should be equipped with a "pull string" capable of being used to pull cables through conduit for which it was installed, i.e. Riser or WIO pulls.

Number of T/D Closets per Floor

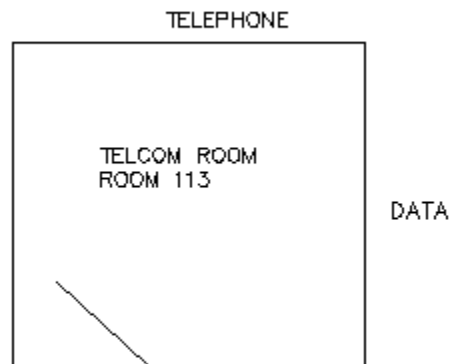
There shall be a minimum of 4 (4) T/D closet per floor for areas of up to 10,000 SF of useable floor space. In any case, closets shall be provided in quantities and locations to limit UTP cable

runs from the closet to any of its Workstation Interface Outlets to 290 feet or less. UTP Cable runs, designated as telephone only - i.e. wall phones, may exceed 290 feet, if approved by VBA's Telecommunications Staff (20S4) or HINES ITC Engineering Staff. The T/D closets are to have off hallway access.

Sizing T/D Closets

The minimum acceptable closet dimensions are as follows. These dimensions are based on areas served up to and not exceeding 10,000 sq. ft.

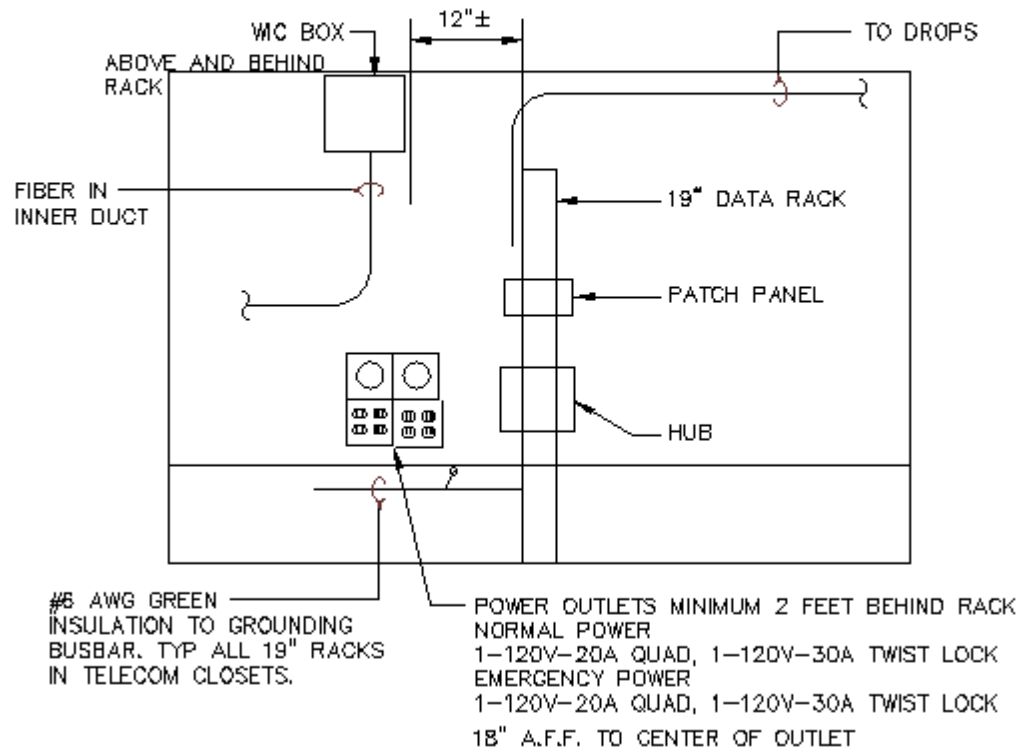
	Closet Size (ft.)
10,000	10 x 11
8,000	10 x 9
5,000	10 x 8 (Min w/ Telco & data)

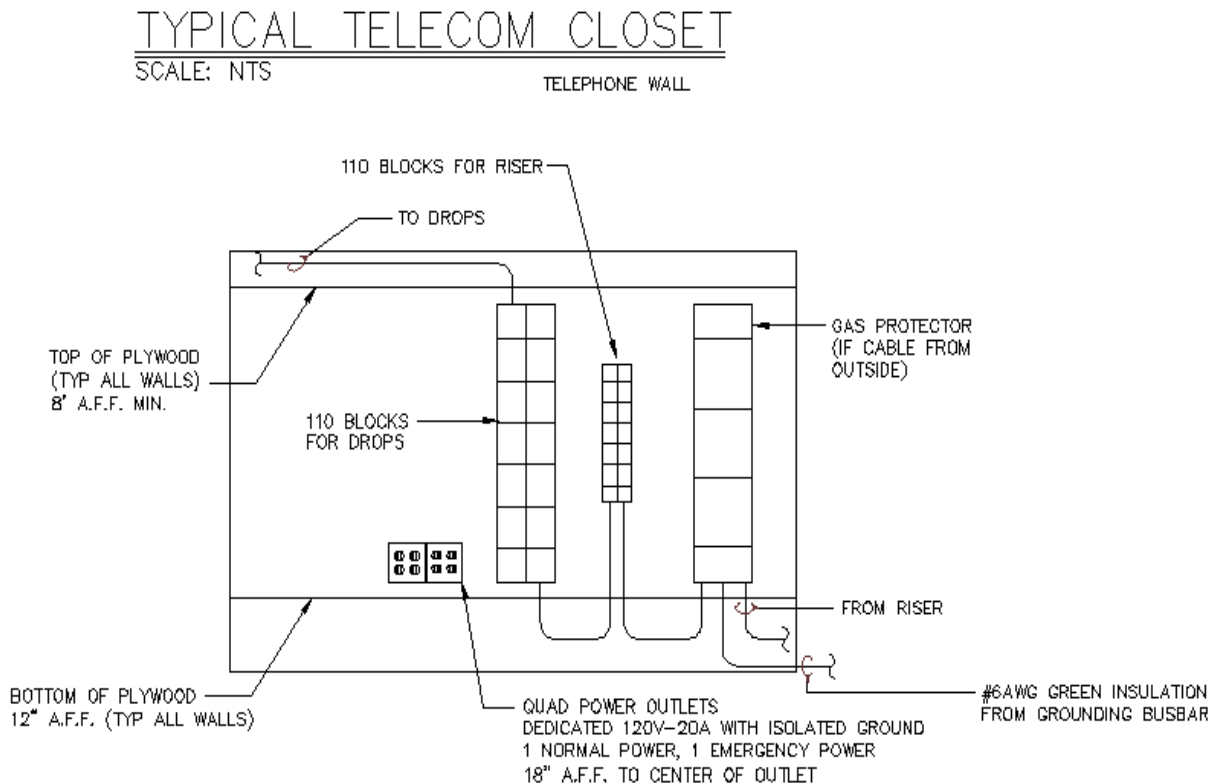


TYPICAL TELECOM CLOSET

SCALE: NTS

DATA WALL





Ceilings & Finishes

Closets shall not have a suspended ceiling. The ceiling will be a minimum of nine (9) feet from the floor. Floors, walls, and ceiling should be treated to eliminate dust. Finishes shall be of light color to enhance room lighting.

Entrance Clearance

Entrance must have a minimum unobstructed area of 48 inches in from the door.

Prohibition for New Construction

Cabinets shall not be used in lieu of closets in new construction. In new construction, T/D closets may be placed adjacent to but shall not be combined with electrical closets.

Existing Facility: Collocation T/D & Electrical Closets

For existing facilities, T/D and electrical equipment closets may be collocated, provided spacing as defined earlier in this document is maintained for the equipment and installation is in accordance with the NEC. If possible, locate telephone/data and electrical equipment on opposite walls.

Power and Lighting

Emergency Power

All receptacles shall be connected to the emergency power system if emergency power is present. Two (2) 120V-20 AMP dedicated circuits with isolated grounds and quadruple receptacle, and one (1) 120-30 AMP twist lock for emergency power. Installation to take place on data

wall on designated back side of the data rack at least two (2) feet but no more than four (4) feet from the rack.

120 VAC Service Receptacles

Provide a minimum of two (2) 120 VAC duplex receptacle every 8 linear feet of wall space. Each 20A circuit shall power no more than 2 duplex receptacles. Surge protectors, if required, will be provided by the Cabling Contractor. Quad receptacle and one 120-30 AMP twist lock on normal and one on emergency power.

Grounding

Provide the telecommunications grounding system as specified by ANSI/TIA/EIA-607, connected by #6 AWG copper wire to the building grounding electrode. Receptacles, circuits, and panels shall be of the isolated ground (IG) type.

Overhead Lighting

Install at least one (1) ceiling mounted light fixture to provide 50 foot candles measured 3 feet above the finished floor without glare or shadows. Install an "on/off" switch on the inside wall adjacent to the door. Lighting shall be connected to the emergency power system if emergency power is present. Lighting fixtures should not be powered from the same electrical distribution panel as the telephone/data equipment or service receptacles.

Environmental Conditions

Active heat-producing equipment will be housed within these closets. A sufficient number of air changes should be provided to dissipate sensible heat. A positive pressure shall be maintained with a minimum of one air change per hour.

Maximum Temperature

Provision must be made to ensure that closet temperatures do not exceed 90° F during periods when the building is unoccupied and building air is not in use.

Minimum HVAC Requirements

HVAC shall be included in the design of the T/D closets to maintain a temperature the same as the adjacent office area. At a minimum, louvers and or vent vans must be provided and meet NFPA requirements.

HVAC - Standby Power

If a standby power source is available in the building, the HVAC system serving the T/D closet will be connected to the standby supply.

Workstation Interface Outlets

Locate By Drawing

The Contractor will provide as-built drawing(s) showing location and deviation from standard vertical, flush mount to the Cabling Contractor via the Regional Office Project Team or IRM staff.

Type & Mounting

Outlet boxes shall be installed at each wall outlet location with a minimum of a pull string to the interstitial ceiling space for cable installation. Outlet boxes shall be single gang, vertically mounted electrical boxes. Outlet boxes shall be flush-mounted whenever possible. The Contractor shall drill ¾" access holes and install grommets for cable protection.

Faceplates & Jacks

Workstation Interface outlet box faceplates and jacks shall be supplied and installed by the Cabling Contractor. There is to be a minimum of 2 (two) typical jacks (with 2 data & 1 voice per jack) per room unless otherwise indicated.

Mounting Heights

The mounting heights for Workstation Interface outlets shall be:

• DESK OUTLET	1 foot, 6 inches above finished floor.
• WALL OUTLET	4 feet, 6 inches above finished floor.
• SPECIAL	As required (Refer to furniture/outlet plan)

Mounting Prohibition

Workstation Interface outlets shall not be located within 48 inches of the “swing open” side of the inward opening doors, nor within 18 inches of light switches, thermostats, or other electrical receptacles.

Cable Pathways & Raceways

The Contractor shall install empty raceways for the telephone/data system including cable trays or ducts, conduits, outlet boxes, and other items as described herein. For outlets in on-grade concrete floors in open areas not served by a raised access floor or a hollow wall, the Contractor shall provide under-floor cable pathways via conduit, under-floor duct, or a celled floor system imbedded in the concrete with preset inserts. Cable path ways are not to be obstructed within a twelve (12) inch radius.

Power Poles

Power poles may be considered and approved only by the COTR or his designated representative as an alternate and will only be considered if funding is limited.

Unshielded Pathways

To avoid electromagnetic interference (EMI), all pathways without conduit between telephone/data cabling and sources of electromagnetic interference, should provide clearances of at least:

- 4 feet from motors or transformers
- 1 foot from electrical power distribution.
- 5 inches from fluorescent lighting.

Pathways should cross perpendicular to fluorescent lighting and electrical power cables or conduits whenever practical. Note: If these clearances cannot be maintained, conduit or enclosed wire ways / cable trays with hinged access shall be provided in affected areas.

Conduit - General

Pull Box Location

Four-inch conduits/ducts within buildings shall be provided with a pull box after 90 degree bends with the exception of termination points.

Pull Box Sizing

Pull boxes shall be sized as required by the NEC.

Maximum Number - 90° Bends

Conduits shall contain no more than two 90° bends between pull points (outlet or pull boxes or T/D closets).

Maximum Length Between Pull Points

No section of conduit shall be longer than 100 feet between pull points.

End Dressing

Conduits shall be equipped with insulated bushings to preclude damage to cable.

Bend Restriction

All conduit bends shall be made so the internal conduit diameter is not reduced.

Minimum Bend Radius

Minimum radius of conduit bends shall be as follows:

Conduit Size (in Inches)	Conduit Bend Radius (in Inches)
$\frac{3}{4}$	8
1	11
1 $\frac{1}{4}$	14
1 $\frac{1}{2}$	16
2	21
2 $\frac{1}{2}$	25
3	31
3 $\frac{1}{2}$	36
4	40

Conduits - Entrance

Maximum Length

Four, Four-inch conduits/ducts outside buildings shall not exceed 400 feet between maintenance holes or manholes.

Minimum Number

Install a minimum of four, 4-inch conduits from the telephone company maintenance hole to the Telephone MDF located in the Telephone Switch Room. Two of the conduits should be a spare. Verify quantity with Telephone Company and Telephone Switch installation Contractor (typically the Cabling Contractor). Conduit from the man hole will run to the second floor telephone Switch Room.

Vertical Risers for Backbone Cable

Core Drilling

Coordinate all core drilling with the Cabling Contractor.

Drilling Approval

Caution shall be taken to avoid drilling through structural beams to install conduit/sleeves. Get approval of Project architect / structural engineer in writing prior to drilling.

Risers - Minimum Number between Floors

Primary vertical risers between T/D closets on adjacent floors shall be sized to meet the requirements of the building. As a minimum, four 4" sleeves should be installed in each riser, one should be a spare. For further guidance on the required number of conduits/sleeves, consult with the Cabling Contractor through the RO IRM Staff or COTR.

T/D Closet Protrusions

Conduit/sleeves entering T/D closets shall protrude one (1) inch above the floor or one (1) inch below the ceiling.

Vertical Alignment

Conduit/sleeves shall be aligned to allow a straight and clear vertical pull of cable.

Conduit/Sleeve Position

Conduit/sleeves should be adjacent to a wall on which the cable can be supported and should be installed in a manner that will not interfere with full use of the equipment racks for termination equipment.

Sealing

All conduit/sleeves located in T/D closets, shall be sealed with standard UL approved, non-hardening duct seal compound to prevent the entrance or exit of moisture and gasses and to meet the

local fire code requirements. All fire walls are to be penetrated with PVC sleeves conduit unless otherwise noted and sealed with e-z path sleeves.

Horizontal Pathways - Backbone Conduits

Between T/D Closets

Conduit between T/D closets on the same floor shall be sized to house the number of conductors required, including future growth. In the absence of guidance on the number of conductors needed, install a minimum of four (4), four inch (4") conduit between closets and also four (4) inch (4") conduit exiting the closets. There also needs to be a minimum of four (4), four inch (4") conduits between the telephone switch room and the computer.

MDF To Vertical Risers

A minimum of two (2) 4-inch conduits shall be installed from the Telephone MDF located in the Telephone Switch Room to each vertical riser. There should be two (2) 4-inch conduits installed from the Computer room to each vertical riser.

MDF Transition: Beneath The Access Floor To Overhead Conduit

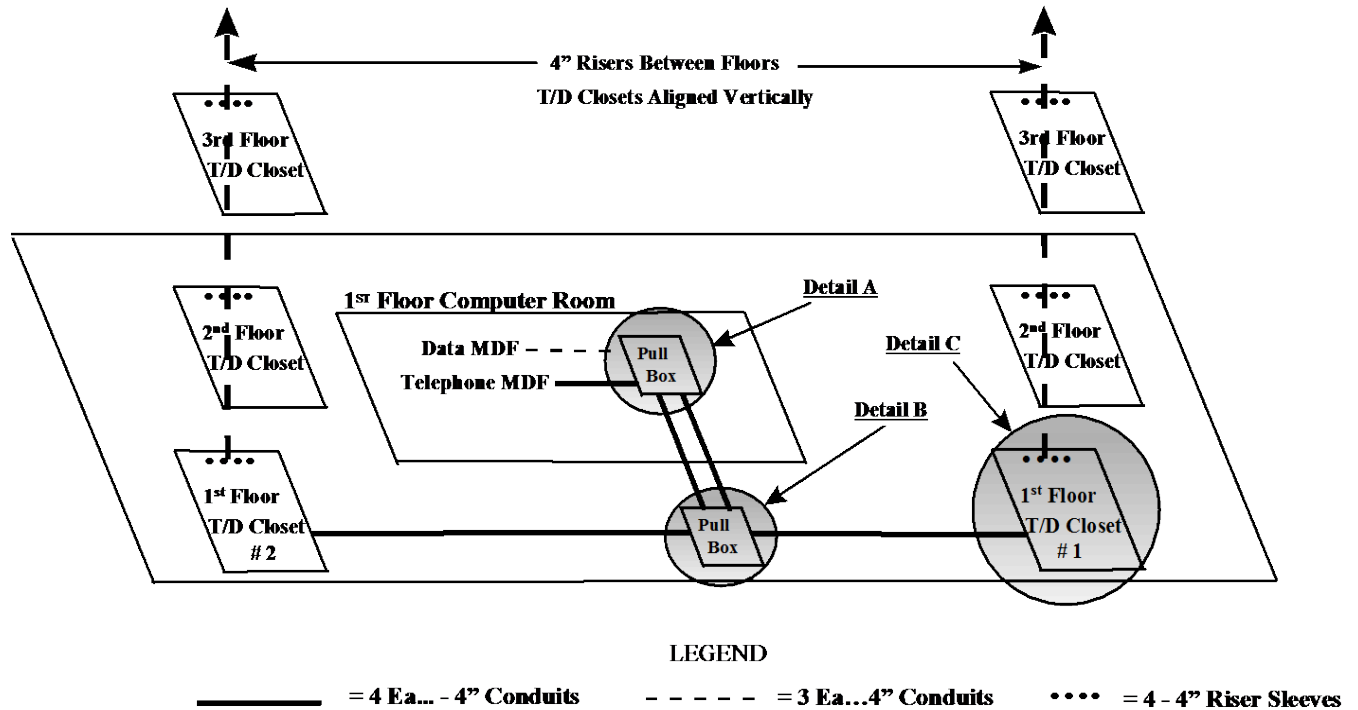
Pull boxes and four (4) 4-inch conduits from Telephone MDF in the Telephone Room shall be installed to provide a cable path from under the access floor to the overhead conduit. Pull boxes and four (4) 4-inch conduits from Computer room MDF in the Computer Room shall be installed to provide a cable path from under the access floor to the overhead conduit. Two (2) four (4) 4-inch conduits to be installed under raised floor between the Telephone Switch Room and the Computer Room

Locations shall be coordinated with the COTR IRM staff. The figures below graphically portray how the backbone conduit requirements should be implemented.

4" BACKBONE CONDUITS

Note: Typical for New Construction

Conduit quantity and pull box size are dependent upon site-specific cable plant requirements. Refer to the Projects' cable plant design and floor plans to determine required capacities.



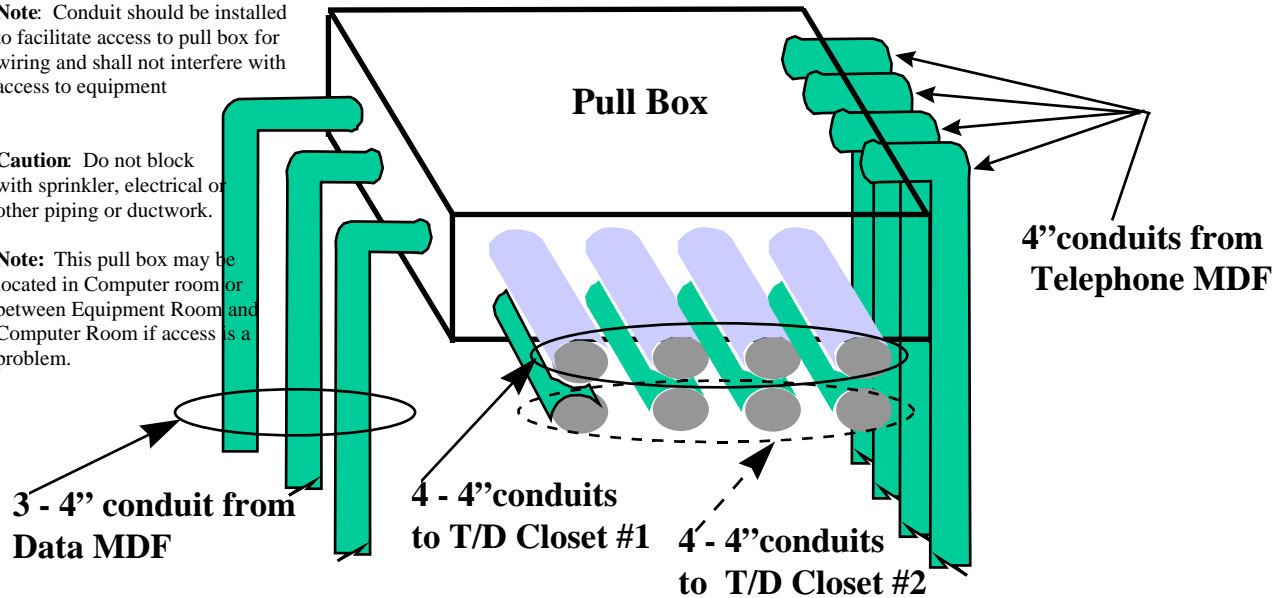
DETAIL A

Computer Room Pull Box - Ceiling mount

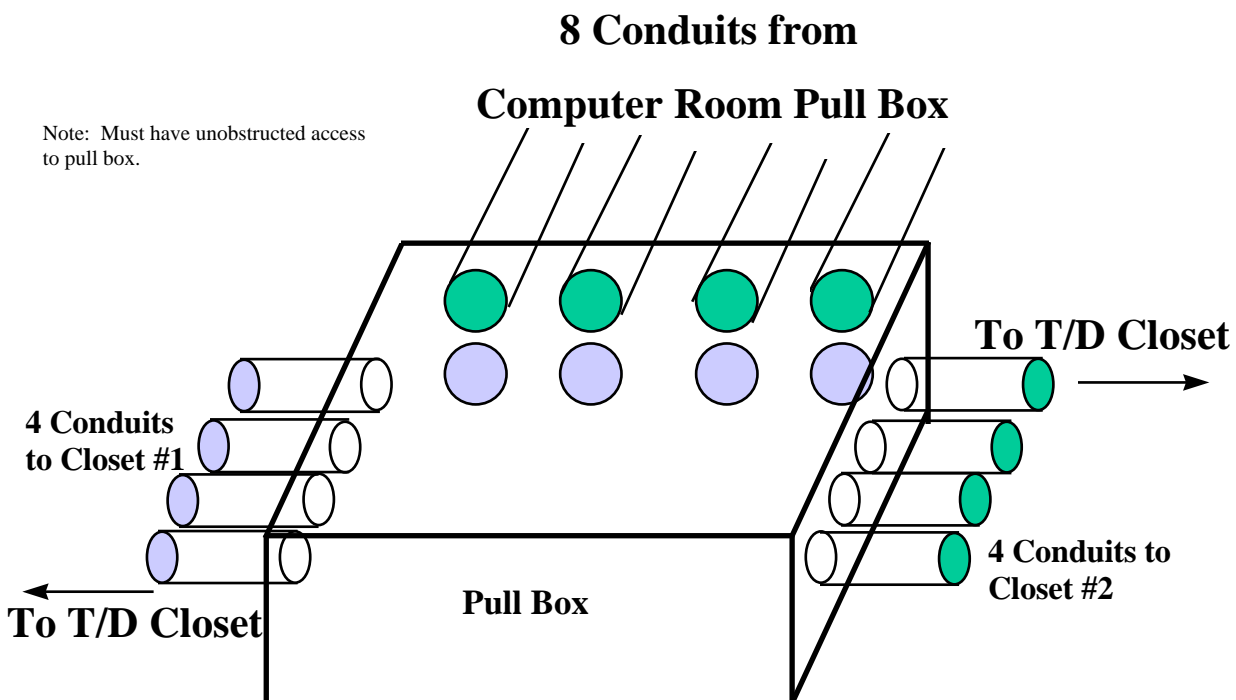
Note: Conduit should be installed to facilitate access to pull box for wiring and shall not interfere with access to equipment

Caution: Do not block with sprinkler, electrical or other piping or ductwork.

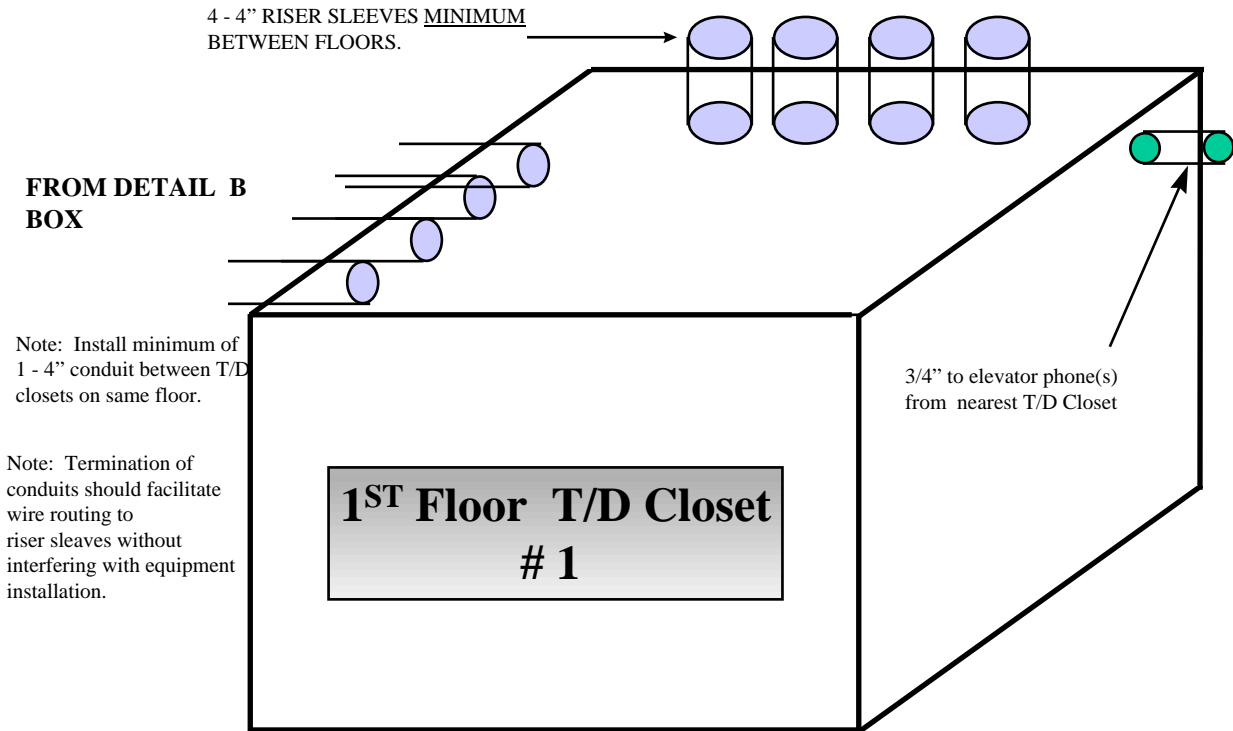
Note: This pull box may be located in Computer room or between Equipment Room and Computer Room if access is a problem.



DETAIL B



DETAIL C Typical TELEPHONE / DATA CLOSET



Horizontal Pathways - Cable Trays

Cable Trays may be provided as the pathway for horizontal cable throughout each floor of the office building. If used, cable trays shall be installed above the suspended ceiling, over corridors or walkways in open office areas whenever possible for ease of access.

Minimum Tray Size

Cable trays are to be fifteen (15) inches wide and (88) inches above the raised floor. They are to be secured to the ceiling and walls at both ends. They shall originate at the MDF equipment racks in the Computer Room and in IDF equipment racks located in the T/D closets. For areas provided with raised access floors, cable trays shall be installed under the access floor. If necessary, walls, power poles, conduit or furred out chase columns shall be used to provide a transition path from ceiling to floor.

Minimum Vertical Access

Minimum unobstructed vertical access clearance above trays shall be 4 inches. Ceiling mounted cable trays shall be accessible from below.

Maximum Distance to Vertical Drop

Cable tray system shall provide support of horizontal cable to within 30 feet of all Vertical drops to workstation outlets. From tray to vertical drop, cable shall be supported by approved "J-hooks", ceiling grid hooks or other approved method in accordance with ANSI/EIA/TIA standards. "J-hooks" shall be installed by Cabling Contractor when necessary. Vertical distribution of cable shall be within hollow walls, furred out chase columns, utility/furniture poles, conduit, wire mold or other approved means.

Horizontal Pathways - Ducts/Cellular Floors

Ducts/cellular floors may be provided as an alternate to cable trays. All under-floor duct systems shall be designed in accordance with Section 4.2 of ANSI/TIA/EIA 569-A.

Cross Section Sizing

Ducts/cellular floors shall be sized to provide a minimum cross sectional area of one (1) square inch of under-floor duct area (home run) for every two hundred (200) square feet of usable office floor space served.

Header Duct Termination

Header ducts shall terminate in the Computer Room and T/D closet equipment racks with a slot or elbow as applicable.

Cross Run Ducts

Cross run ducts should be installed at a maximum spacing of 10 - 15 feet to allow access to systems furniture without the need to have awkward cable runs on floor. Each office equipped with under floor ducts or cellular floors should have a minimum of one distribution duct. Consideration should be given to approved furniture layout plans.

Floor Access to Ducts

Access or hand-hole units shall be placed in duct runs to permit changes in direction and provide access for pulling cables.

Interior Wall Access to Ducts

All under floor ducts/cells must be extended to the wall partition in rooms where installed and provide an access opening to wall interiors. Access plate shall be installed on each wall above duct for wire pull access.

Horizontal Pathways - Conduits

Conduit is not required for workstation wall outlets. If conduit is not installed, rough edges on drilled access holes on horizontal and vertical joists shall be deburred and grommets for cable protection.

When Required

Conduit shall be installed for the following circumstances.

Vertical Fish Not Possible

If a cable cannot be fished vertically to the outlet box from the interstitial ceiling space. Contractor shall determine this from furniture/outlet drawings.

Obstructed Exterior Walls

Conduit, stubbed out in interstitial space, shall be installed for outlet locations on exterior walls to allow horizontal cable routing below window sills or other obstructions. The Contractor shall provide vertically flush-mounted single gang outlet boxes at these locations. Face plates and jacks are to be provided by Cabling Contractor.

Tiled or Masonry Walls

Conduit shall be installed for individual station runs serving outlets in tiled or masonry areas such as brick exterior walls, hallways and all locations where unobstructed concealed cable installations are not readily possible.

Other Permissible uses of conduits/sleeves or wire mold:

- For wiring and outlet box for wall-mounted pay telephone stations in corridors and lobbies.
- For wiring and outlet box for wall-mounted telephones.
- For wire/cable runs penetrating fire stops, radiation, shear walls and demising partitions.

- For wiring/cabling between radio/PA system equipment cabinets to nearest T/D closet

Sizing

When used, conduit shall be sized based on the number of 4 pair, UTP cables to be pulled to service the requirements shown on the furniture/ Workstation Interface outlet plan drawings in accordance with "Conduit sizing", table 4.4.1 of ANSI/EIA/TIA 569-A and installed in accordance with the NEC.

Routing

Conduit runs shall be stubbed up into interstitial space or routed to the finished walls - color to match wall color. Conduit shall be used for unfinished storage areas, equipment spaces and the like. Conduit runs to/from a closet or interstitial space shall terminate at the closet ceiling.

Elevator Telephone Cables

Elevator telephone cables shall be extended to a terminal box located outside the elevator shaft, approximately midway of the maximum up/down travel range of the elevator car. The terminal box must be easily accessible from the internal RO area and connected by ¾ inch conduit to the nearest T/D closet.

6.0 Cable Plant

CABLE DISTRIBUTION SYSTEM; COPPER (TWISTED PAIR):

6.1 The contractor shall provide a new cable distribution system conforming to Building Industry Consulting Service International (BICSI) Standards, EIA/TIA 568A & 569 and ICEA Publications S-80-576-1988 (Ref. B1.6) as to size, color code, and insulation. All cable distribution installation shall be fully coordinated with the VA's Contracting Officers Technical Representative (COTR) prior to start of installation. Cat 5E for voice and data, with a twenty-five (25) year warranty on the cable.

6.2 The contractor is responsible for complete knowledge of the space and cable pathways (equipment rooms, telephone closets, conduits, wire ways, etc.) of the locations listed above in paragraph 1. The Contractor shall design new pathway (cable tray, J-Hooks, etc.) if required to complete work and if provided install the cable distribution system using the pathways (conduit, etc.) provided in the area of the CMOP. Cables shall be supported with J hooks (small amount of cable) or cable bags every four (4) to five (5) feet whenever there is an absence of a cable tray. All cables installed in pathways and spaces will conform to the ANSI/TIA/EIA-569-A standard. Any areas requiring the use of fire sealing material will conform to the ANSI/NFPA-70 FIRE SEALING / SAFETY standard. The VA, upon written request, will authorize the contractor to provide a quote to increase number or size of pathways only in the event the total pathways provided to any given area are inadequate.

6.3 All new Station Data / Voice cable sheaths will be color coded. Blue Sheath will be a 4 pair Data Cable; White Sheath will be a 4 pair Voice Cable and shall conform to the requirements of ICEA Publications S-80-576-1988 (Ref. B1.6) as to size, color code, and insulation.

6.4 All material, installed by the contractor, shall be new and thoroughly tested. Any station cables testing with bad pairs will be reinstalled.

6.5 Conductors shall be cabled so as to insure against induction in voice/data circuits. Crosstalk attenuation within the cable system shall be in excess of 80dB throughout the frequency range (UL, ISO 2000).

6.6 The cable distribution system shall be labeled in accordance with ANSI/TIA/EIA 606; Administration Standard for the Telecommunications Infrastructure of Commercial Buildings dated 2/1993, or the existing labeling scheme used at the site. The cable distribution will also be fully tested. All cables will be tested with a Wire Scope 350. The cable records shall identify each cable as labeled, used cable pairs, and bad cable pairs. All cables including connectors will be tested to ensure proper installation practices were observed and the installations meet TIA/EIA TSB-36, Additional Cable Specifications for Unshielded Twisted Pair Cables, and the TIA/EIA TSB-40 Additional Transmission Specifications for Unshielded Twisted Pair Connecting Hardware. These measurements shall be entered as part of the cable records.

All cable records will be maintained in the Telephone Switch Room and all future changes (used pair, failed pair, etc.) shall be posted in these records as change occurs. Any station cables testing with bad pairs will be reinstalled.

All cables, including connectors shall be tested to ensure that proper installation practices were observed and that the installation meets the requirements of EIA/TIA. These measurements shall be entered as part of the cable records. All cable records must be available at acceptance testing and thereafter maintained in the Telephone Switch Room.

6.7 If temporary cable and wire pairs are used, they shall be installed so as to present no pedestrian safety hazard and the contractor shall be responsible for all work associated with this temporary installation and for removal when no longer necessary.

6.8 The Contractor shall ground all metallic cable sheaths, etc. (e.g. risers, underground, station wiring).

6.9 Conductors shall be cabled so as to ensure against induction in voice/data circuits. Cross talk attenuation within the cable system shall be in excess of 80dB throughout the frequency range.

6.10 All outside cable shall be shielded, 24AWG solid conductors, solid PIC insulation, and filled core (flex gel) (waterproof) REA LISTED PE 39 or PE 89 Code. The outside cable plant cable shall be grounded with 6 gauge green ground cable. Access to the manholes will be coordinated with the CMOP. This will allow time to air and test the manhole environment to ensure a safe entry.

6.11 All inside riser communications cables shall be listed as being suitable for that purpose and marked accordingly.

6.12 All inside riser communications cables shall be shielded, 24AWG solid, thermoplastic insulated conductors. It shall be enclosed with a thermoplastic outer jacket. The maximum DC resistance shall be no more than 28.6 Ohms per 1000 feet.

6.13 Contractor shall engineer, and install riser cable to provide full service to all voice cable pairs identified in each telecommunication closet/cabinet. A minimum of two pair per voice (telephone) shall be provided and cross connected from the telecommunication closet to the Main Distribution Frame (MDF), unless the site requirements differ and in that case the existing site requirement will be used.

6.14 Our conduits are to be installed from the utility man hole to the new building for public utilities (telephone/data).

6.15 Second pathway entering the building for public utilities (telephone/data) will be needed.

6.16 Wireless network will also have to be installed (See Section 10).

7. TELECOMMUNICATIONS OUTLET CONNECTORS AND WORK AREA CABLE TERMINATIONS:

7.1 All new voice and data telecommunications outlets (Jacks) shall be Category 5-E compliant eight position RJ-45 non-keyed (EIA/TIA 568A). Four unshielded twisted pair 24 AWG Work Area (WA) cable shall be terminated from each jack (in accordance with EIA/TIA standards 568 "T568A" and 606) to the telecommunication room (IDF) and shall be of a type designed to support Category 5E data communications (not less than 100 MHz / 100 Mbps). Data cables shall be terminated on category Five E-compliant RJ-45, 8 wire 24-port / 48 port modular patch panels, voice cables shall be terminated on Category 5-e Compliant 110 type modular blocks, which are dedicated to voice applications. All jacks will be terminated within the 300 foot length limitation from the telecommunication closet.

7.2 All new outlets shall have a minimum of two (2) data cables and one (1) voice cable at each faceplate, unless the site at which the work is being performed has different requirements. The faceplate shall be capable of handling a minimum six (6) connectors, including ST fiber optic connectors. The voice connectors in the faceplate should be available in the color white for the distinction of different voice services provided at the faceplate. The data connectors in the faceplate should be available in the color blue for the distinction of different data services provided at the faceplate. The data connectors shall meet the TSB40 Category 5 E standard. Once terminated, the cable sheath is clamped which provides for strain relief. After termination, wire colors should be visible for verification of correct installation. Top left of jack (white) is for voice and one white blank. Middle part of jack is data (Blue) and the lower part of the jack will have two (white) blanks. The front of the connectors shall be flush with the faceplate installation. A modular furniture insert shall be available that uses the same connector being used in faceplates. A surface mount box using same connectors is required.

7.3 At the telecommunication room (IDF) the cable for the voice portion of each connector shall be terminated on Category 5 E compliant 110 type modular blocks, which are dedicated to voice applications. Wire Management shall be provided by the contractor for distribution management. Labeling and color-coding shall be in compliance with EIA/TIA 606.

7.4 At the telecommunication room (IDF), the cable for the data portion of each connector shall be terminated on appropriately sized Category 5E -compliant RJ-45, 8-wire, 110 type modular patch panels. Cable Management shall be provided by the contractor for field distribution/patch cord management. Labeling and color-coding shall be in compliance with EIA/TIA 606 and or the individual sites requirements.

7.5 Each wall telephone instrument shall be installed on a single wall mounted Category 5E-compliant RJ-45. At the telecommunication room, all four pair shall be terminated on Category 5E-compliant 110 type modular blocks, which are dedicated to voice applications.

7.6 In areas where there is no existing telephone outlets installed and the new installation point is on a hollow wall, the contractor shall provide and install a flush mounted box with the appropriate jack.

For surface mounted installations, the contractor will provide wire mold and outlet box. Wherever possible, Panduit cable molding is to be screwed into the wall. Modular free-standing cubicle designed furniture will be wired by the contractor.

7.7 The contractor shall provide the appropriate modular connector and cover plate for each location identified on station wiring prints.

7.8 Where Patient Bedside Private Units (PBPU)s exist which contains a single gang box to be used for telephone and data jack installation, the contractor will be responsible for the necessary disassembly and reassembly of each PBPU to the extent necessary to pull wire from above the ceiling to the box reserved for telephone and data. A cover provided by the vendor and approved for use by the CMOP shall be used to finish the jack installation.

7.9 The Contractor shall provide the appropriate modular jack and cover plate. Blank cover plates will be utilized to cover any holes in the walls where the pathways were not utilized.

7.10 All cable terminations shall meet the EIA/TIA-568 Commercial Building Wiring Standards including the TSB-40 update.

7.11 The Contractor is advised that some installations may take place to accommodate personnel working in modular furnishings. The VA will set up a meeting between the cabling contractor, the furniture contractor and the VA.

8.00 MAIN DISTRIBUTION FRAME (MDF) and INTERMEDIATE DISTRIBUTION FRAME (IDF):

8.1 Gas tube protection devices, or equivalent, shall be provided on all circuits and cable pairs serving building intermediate distribution frames (IDF's) located in buildings other than the building in which the EPABX is located or in any area served by an exposed distribution system (conduit, aerial, etc.). The contractor shall install gas protection devices at the nearest point of entrance in the buildings where the protection is required and on the same circuits on the MDF in the telephone switch room.

8.2 In case of buildings which are either directly attached or connected by enclosed walkways, gas tube protection at the BDF will not be required as long as the cable pathways provided do not exit the connected buildings at any point. Gas tube protection is required on all cable pairs, which interconnect separate buildings.

8.3 All MDF's and IDF's shall be wired in accordance with BICSI, and other applicable standards. The MDF and the computer racks will be bolted to the concrete floor and ceiling. All cable will be tested using a device that will measure: wire mapping, return loss, DC loop resistance, Attenuation, Near End crosstalk, length, etc; insure that all cables installed meet the EIA/TIA specs for all UTP cables using the criteria listed above. The results of the testing will be provided to the COTR.

9.0 CABLE DISTRIBUTION SYSTEM; FIBER (FIBER OPTICS):

9.1 The Contractor shall install fiber optic cable to meet Fiber Distributed Data Interface (FDDI) bandwidth requirements and multi mode wavelength of 850/1300 Nanometers. The fiber optic cable shall be 62.5/125 micron @ 3.0 db per kilometer that meets FDDI specifications. The fiber optic

cable shall contain a minimum of 12 strands unless otherwise specified and shall not exceed 2000 meters (6560 feet) in a single run. All fiber optic cable will be installed in contractor provided "inner duct". Loose tube cable, which decouples the individual fibers from the environment, and shall be installed for all out door runs or for any area which includes outdoor run. Tight-buffered fiber cable shall be used for indoor runs. If any underground conduit becomes at least 75% filled, a spare inner duct, with pull string, shall be installed.

9.2 In the computer room all fiber optic cable shall be installed in a rack mounted fiber optic cable distribution component /splice case in accordance with BICSI standards. "ST" connectors will be installed on each strand.

9.3 Fiber optic cables shall terminate in IDF's at a wall mounted interconnect panel.

9.4 All strands will be terminated with ST connectors and tested end to end at both the 850 and 1300 wave length. Fiber to be tested using both an OTDR and a power meter. Cable transmission performance specifications shall be in accordance with EIA/TIA standards. All cable splices will be fusion spliced and no quick connect ST connectors that use a gel for coupling will be allowed. Attenuation shall be measured in accordance with EIA fiber optic test procedures EIA/TIA-455-46-61, or -53. Information transmission capacity shall be measured in accordance with EIA/TIA 455-51, or -30. The contractor will provide written test results and graphs of the test results both electronically and hard copy. Tests will be done on individual fibers, not looped and averaged. Fiber and copper tests results will not be combined.

9.5. The Contractor shall utilize the telephone conduit and wire ways to the maximum extent possible for PA distribution.

9.6 Horizontal cable runs for connecting the loud speakers in suspended ceilings is not required to be installed in conduit. Cable runs above corridor suspended ceilings shall be securely fastened as high as possible on corridor wall at 10 foot intervals, minimum. Cable runs to system components installed in walls, i.e. volume attenuators, may be fished through hollow spaces in walls.

9.7 All system wire ends shall be neatly formed. Wire nuts shall be employed to secure the installation at the cable ends. Barrier strips with screw terminals, punch blocks or wire wrap strips shall be used to secure cable ends. The Public Address System will not be housed in the Telephone Switch Room or the Computer Room.

10.0 Wireless Network System

10.1 The contractor will perform a wireless site survey to determine the exact number of access points and then install the cat5e (A) cable to the Access Points from the IDF closets as well as mounting the Access Points (AP) in the Wall/Ceiling. VA will provide the Access Points once the site survey is reviewed and approved. Wireless coverage should be voice graded as well as triangulated.

10.2 Wireless Site Survey Once all the walls of the building are complete the contractor will perform a wireless site survey. The survey objective is to provide antenna placement and Access Point (AP) configuration information in order to deploy a Location Based 802.11A/B/G Wireless LAN (WLAN) network for campus wide triangulated RF wireless coverage. Once the survey is approved by the VA IT personnel, then contractor will be responsible for running the cat 5e (A) cable to each AP from the IDF closets and also mount the AP on the ceiling/wall. The solution is required to have the capacity to accommodate a 50% expansion without impacting performance of end-user devices. The contractor will

estimate and plot AP locations and antenna types on the facility's drawings. Next, the contractor will place an access point and antenna array near an estimated location and test for Radio Frequency (RF) interference. The contractor will reposition the access point and antenna as necessary in order to minimize RF interference. VA will provide the Access Points. The contractor will monitor the immediate area for noise and interference from foreign APs and document the findings; roam the area, mapping signal strength, quality, and range, reposition the access point/antenna array or modify the access point's power settings as necessary in order to meet coverage requirements, and document the selected access point location on the facility's drawings. The solution should provide overlapping of the radio domains in order to provide the right level of redundancy.

Using the information gathered during the Wireless Survey, the contractor will develop a design and full set of survey documentation and reports to include:

Item	Description
Site Summary	A description of the site being surveyed, its address and any associated buildings that Wi-Fi services are being deployed into at that location.
Site Specific Design & Engineering Package (D&E)	A network design diagram and specific text describing the design at that particular location. The design should include the exact location of the APs as well as the total count.
Physical Cable Requirements And Current Infrastructure Ready State Condition	A diagram and the approximate cable distance to the closest network switch closest.

10.3 Cable Installation

The contractor will adhere to the standards outlined by the National Fire Protection Association (NFPA-101 Life Safety Code). All cable runs are the responsibility of the contractor, to include one category 5e outlets with the appropriate closet terminations as well as wall mount terminations close to the AP locations, rack, patch panel terminations, and patch cord.

11.00 CONTRACTOR'S PERSONNEL

11.1 Contractor will assign a Project Manager (PM) in writing, who will be the key point of contact for VA when communication with contractor throughout the period of this contract. All proposed substitutions are to be submitted to the CO in writing, at least 30 calendar days in advance of the proposed effective date. Contractor will not team with another Vendor or contractor in performance of this scope of work.

11.2 Work will be accomplished Monday through Friday 8:00 a.m. to 4:30 p.m. excluding Federal holidays. There may be instances in which the Contractor's workday may be outside this time frame. Contracting personnel working on-site at any VA location shall adhere to the rules and regulations in place at the specific VA location.

11.3 Contractor shall remove, on a daily basis, all debris and scrap generated in the performance of work.

11.4 Contractor shall obtain any and all required licenses required to perform the required work.

11.5 Contractor shall comply with all local building and fire codes. Where cable and wire penetrate through fire/smoke partitions, firewalls, or floors the Contractor shall provide and install fire stopping material, type approved by CMOP Chief, Engineering. Which is 3M Fire barrier CP 25WB+Caulk and 3M Fire Barrier Moldable Putty+.

11.6 Contractor shall be responsible for the removal and replacement of ceiling tiles during installation of the cable distribution system. The contractor shall be responsible for replacement and installation of any ceiling tiles they damage with a matching tile.

11.7 Contractor, to ensure the fire safety code of the facility(s), the following must take place. When a cable pull is taking place in a corridor and the installer can't see the other end of the installation. A second installer must be present under that open ceiling tile.

11.8 Not use gasoline, benzene, alcohol, naphtha, carbon tetrachloride, or turpentine for cleaning any part of the equipment. Flammable materials shall be kept in suitable places outside the building. OSHA safety standards and local CMOP safety standards shall prevail.

11.9 The Contractor shall be responsible for all communication closet keys that are issued in order to accomplish the work. The telecommunication closets will be secured at all times. The PABX switch room access rules of behavior will be signed by all those that have a must need for access to the telephone switch rooms at our various locations.

12.00 FINAL ACCEPTANCE:

12.1 The VA and the Contractor shall jointly conduct a Final Acceptance Test. This test shall be conducted 5 days following notification by the contractor of completion of any addition or new cable distribution system called for in this document. In addition to compliance with the technical characteristics and quantities of equipment specified in this document, a provision is added that all punch list items noted during the initial inspection, when the contractor notifies the VA of completion of the installation, must be resolved before the conclusion of the Final Acceptance Test. Upon completion of the punch-list item(s), the Contractor will be deemed to be in compliance with this statement of work.

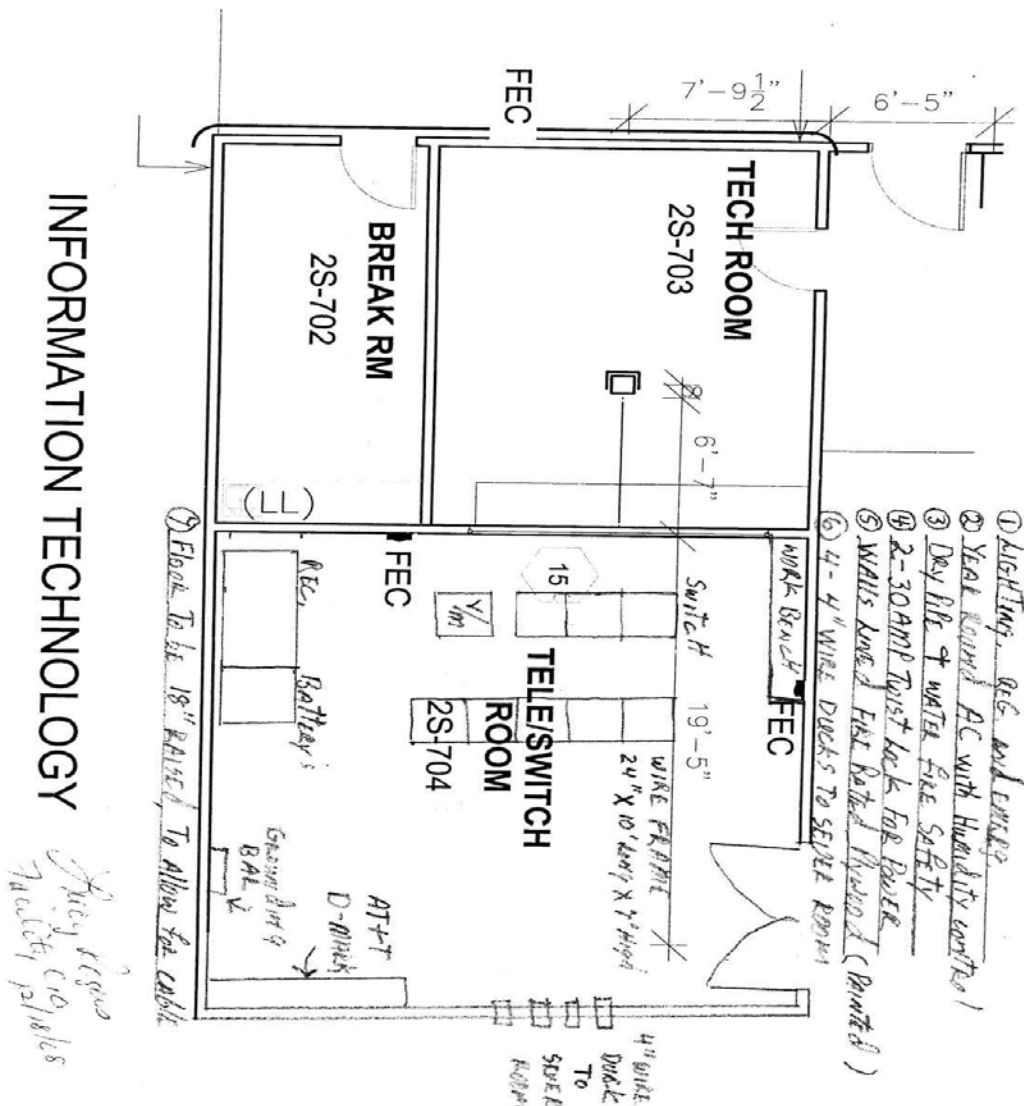
12.2 At the conclusion of the Acceptance Test, the VA and the Contractor shall jointly agree to the results of the test, and reschedule testing on deficiencies and shortages, if any. When the test shows the system performs in accordance with the VA statement of work, and all punch-list items have been completed, the cable distribution system will be considered to have achieved compliance with the requirements of the statement of work. If any retesting is needed to reach agreement on the results of the tests or to establish compliance with this statement of work, such retesting will be done at the Contractor's expense.

13.0 Miscellaneous Modifications

13.1 Modification to the CMOP IT area floor plan

The following drawing shows the modification floor plan for the IT Service break room and telephone technician work room.

(Example for modifications to room for each specific CMOP – Insert as needed)



The above drawing shows the specific locations within the TeleSwitch Room of where specific electrical infrastructure and other items might be installed.

13.2 IT Service Server Room infrastructure specifications

The following drawing shows the electrical and physical infrastructure of those IT devices that will be present in this room to provide IT services to the CMOP.

(SAMPLE INSERT SPECIFICS FOR EACH SITE)

New Location Server Room Layout **(SAMPLE)**

Legend:

120 Volt AC -30A
Dual Outlet ⊗

120 Volt AC – 20A
Quad Outlet ⊕

Note: These 2 circuits will
be from the UPS room.

2 outlets L6-30R □

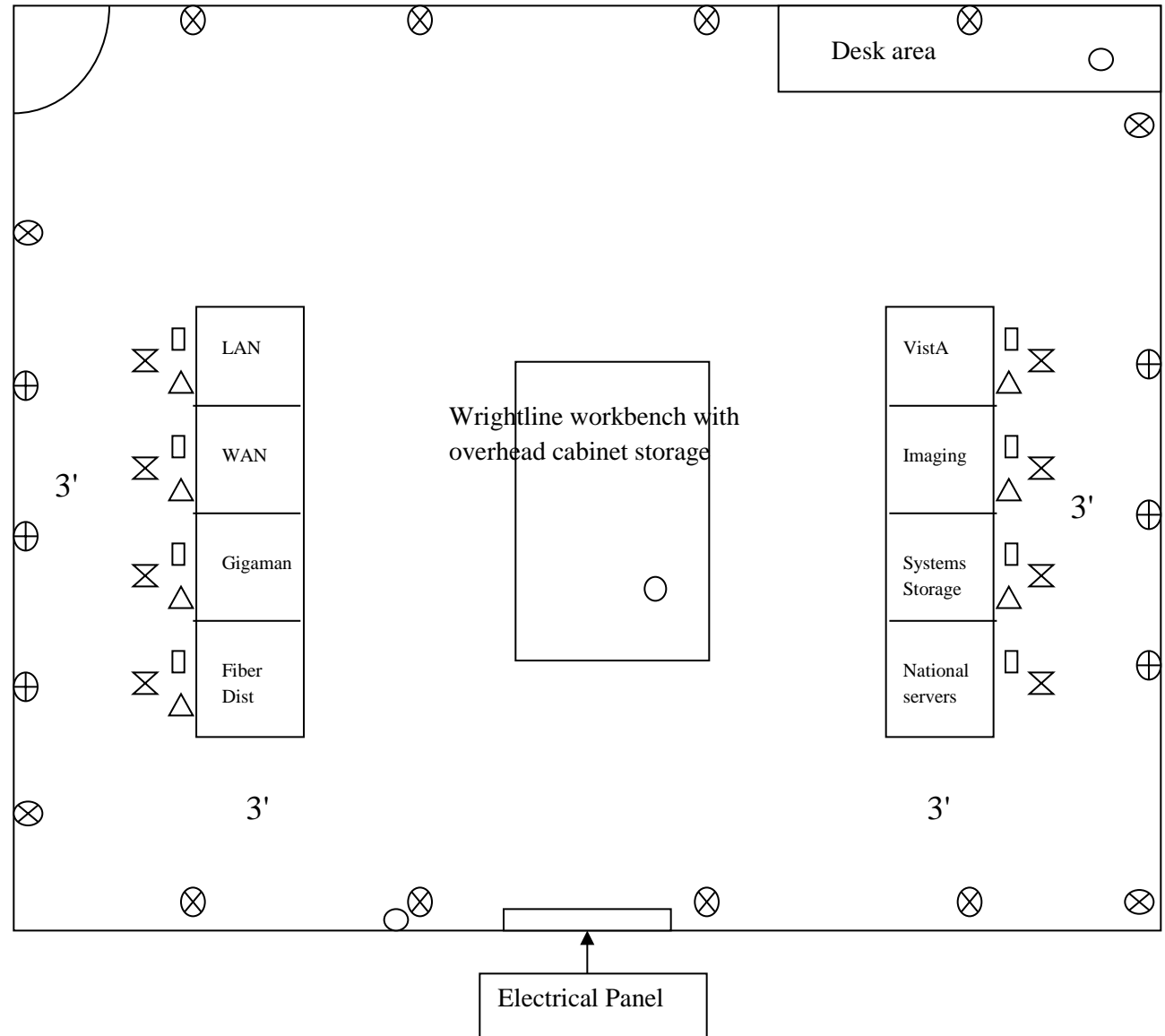
2 outlets L5-30R △
Note: All L circuits
will be from the UPS room

Telephone Handset ○

120 volt AC
Dual Outlet – 20A ⊗

Wrightline workbench will have
2 – 120V 20A AC circuits hardwired
into the workbench

Note: Not drawn to scale



13.3 Raised sunken floor for the Tele/Switch and Server Rooms

This sunken floor that will provide a raised floor that is the same height as the hallway floor is required for the following reasons:

Personnel safety --IT normally moves heavy equipment into and out of these rooms (server and telecom). By maintaining a flat floor surface through the use of a sunken floor , there are no issues with safely moving equipment into and out of these rooms. An elevated floor creates a situation with maintaining control of heavy equipment and having to manually push this equipment up any sloped floors.

Personnel mobility -- As a Federal employer, we do employ personnel that have restrictions in mobility and lifting. The flat floor in all areas provides the most accessible and mobile workarea for employees, regardless of their challenges. This same rationale is true for any other people that have a need to be in the IT area.

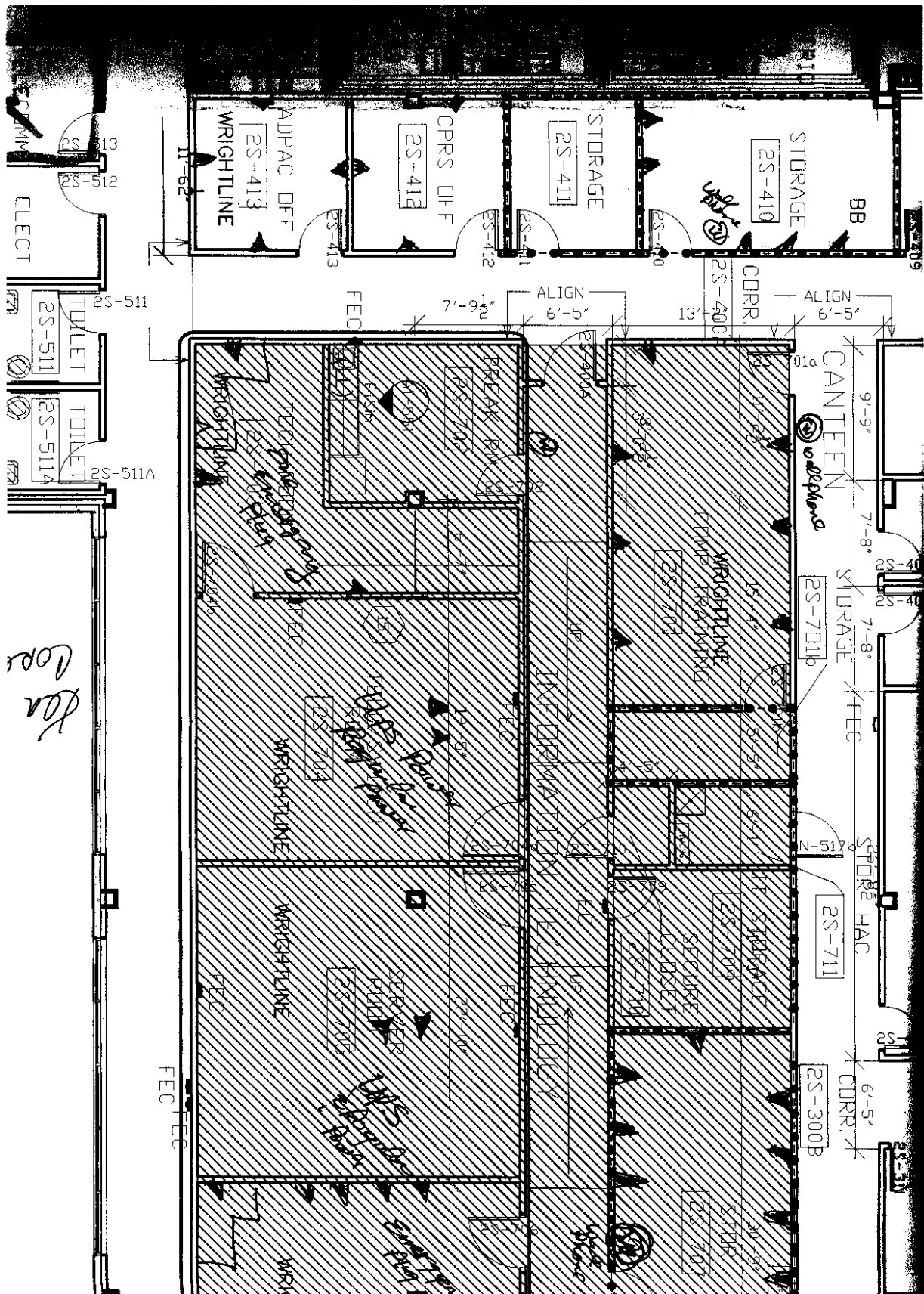
Other Personnel mobility -- IT experience shows that facilities of this size experience modifications in service-provided IT solutions. As IT is required to coordinate IT solutions with vendors and VA employees, these individuals may have limitations that a sunken floor will alleviate, as the floor in the hallway and the two rooms will be at the same height. This also applies to our personnel from AMMS that deliver hardware to these two rooms.

13.4 ITS network jack locations

The following two diagrams show the location for typical jack locations. Only where a phone is shown will a typical 1 phone – 2 network jack installation need to be done. The rest of the network jack installations will have two network jacks present. Network jack locations are indicated by the following symbol:



(SAMPLE – INSERT CMOP Site Specific Information in package)



ATTACHMENT B:
BUSINESS ASSOCIATE AGREEMENT BETWEEN THE DEPARTMENT OF
VETERANS AFFAIRS, VETERANS HEALTH ADMINISTRATION AND

Whereas, (Business Associate) provides installation of the Automated Prescription Fulfillment System (APFS) services to the Department of Veterans Affairs Veterans Health Administration (Covered Entity); and

Whereas, in order for Business Associate to provide installation of the Automated Prescription Fulfillment System (APFS) services to Covered Entity, Covered Entity discloses to Business Associate Protected Health Information (PHI) and Electronic Protected Health Information (EPHI) pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. 104-191, 110 Stat. 1936 (1996), and its implementing regulations, 45 C.F.R Parts 160, 162, and 164, ("the HIPAA Privacy and Security Rules"); and

Whereas, the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, 123 Stat. 115 (2009), pursuant to Title XIII of Division A and Title IV of Division B, called the Health Information Technology for Economic and Clinical Health (HITECH) Act, provides modifications to the HIPAA Privacy and Security Rules; and

Whereas, Department of Veterans Affairs Veterans Health Administration is a "Covered Entity" as that term is defined in the HIPAA implementing regulations, 45 C.F.R. 160.103; and

Whereas, , including its employees, officers, contractors, subcontractors, or any other agents, as a recipient of PHI from Covered Entity in order to provide installation of the Automated Prescription Fulfillment System (APFS) services to Covered Entity, is a "Business Associate" of Covered Entity as that term is defined in the HIPAA implementing regulations, 45 C.F.R 160.103; and

Whereas, pursuant to the Privacy and Security Rules, all Business Associates of Covered Entities must agree in writing to certain mandatory provisions regarding the Use and Disclosure of PHI and EPHI; and

Whereas, the purpose of this Agreement is to comply with the requirements of the Privacy and Security Rules, including, but not limited to, the Business Associate Agreement requirements at 45 C.F.R. 164.308(b), 164.314(a), 164.410, 164.502(e), and 164.504(e), as may be amended.

NOW, THEREFORE, Covered Entity and Business Associate agree as follows:

1. Definitions. Unless otherwise provided in this Agreement, capitalized terms and phrases that are defined in the Privacy and Security Rules have the same meanings as set forth in the Privacy and Security Rules. When the phrase "Protected Health Information" and the abbreviation "PHI" are used in this Agreement, they include the phrase "Electronic Protected Health Information" and the abbreviation "EPHI."

2. Ownership of PHI. PHI provided by Covered Entity to Business Associate and its contractors, subcontractors, or other agents, or gathered by them on behalf of Covered Entity, under this Agreement are the property of Covered Entity.

3. Scope of Use and Disclosure by Business Associate of Protected Health Information. Unless otherwise limited herein, Business Associate may:

A. Make Uses and Disclosures of PHI that is disclosed to it by Covered Entity or received by Business Associate on behalf of Covered Entity as necessary to perform its obligations under this Agreement and all applicable agreements, provided that such Use or Disclosure would not violate the

HIPAA Privacy Rule if made by Covered Entity and complies with Covered Entity's minimum necessary policies and procedures;

B. Use the PHI received in its capacity as a Business Associate of Covered Entity for its proper management and administration and to fulfill any legal responsibilities of Business Associate;

C. Make a Disclosure of the PHI in its possession to a third party for the proper management and administration of Business Associate or to fulfill any legal responsibilities of Business Associate; provided, however, that the Disclosure would not violate the HIPAA Privacy Rule if made by Covered Entity, or is Required by Law; and Business Associate has received from the third party written assurances that (a) the information will be held confidentially and used or further disclosed only for the purposes for which it was disclosed to the third party or as Required By Law, (b) the third party will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information may have been breached, and (c) the third party has agreed to implement reasonable and appropriate steps to safeguard the information;

D. Engage in Data Aggregation activities, consistent with the HIPAA Privacy Rule; and

E. De-identify any and all PHI created or received by Business Associate under this Agreement, provided that the de-identification conforms to the requirements of the HIPAA Privacy Rule.

4. Obligations of Business Associate. In connection with its Use or Disclosure of PHI, Business Associate agrees that it will:

A. Consult with Covered Entity before making the Use or Disclosure whenever Business Associate is uncertain whether it may make a particular Use or Disclosure of PHI in performance of this Agreement;

B. Ensure any employee, officer, contractor, subcontractor, or other agent of Business Associate who has access to PHI receives at a minimum annual privacy and security awareness training that conforms to the requirements of Covered Entity;

C. Develop and document policies and procedures and use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided by this Agreement;

D. To the extent practicable, mitigate any harmful effect of a Use or Disclosure of PHI by Business Associate in violation of this Agreement that is known or, by exercising reasonable diligence, should have been known to Business Associate;

E. Maintain a system or process to account for any Security Incident, Privacy Incident, or Use or Disclosure of PHI not authorized by this Agreement of which Business Associate becomes aware;

F. Notify Covered Entity within 24 hours of Business Associate's discovery any incident which may potentially be a data breach, including a HIPAA Electronic Transactions and Code Sets, Privacy, Security or Standard Identifier Incident, or Use or Disclosure of PHI, whether secured (PHI which has been destroyed or in the alternative has been rendered unreadable, unusable or undecipherable) or unsecured (PHI not secured through the use of a technology which renders it unusable, unreadable, or indecipherable through methodology specified by HHS in guidance issued under 13402(h)(2) of the HITECH Act), not provided for by this Agreement and promptly provide a report to Covered Entity within ten (10) business days of the notification;

(1) An incident will be considered any physical, technical or personal activity or event that increases risk of inappropriate or unauthorized use or disclosure of PHI or causes Covered Entity to be considered non-compliant with the HIPAA Privacy and Security Rules;

(2) A breach, as defined in 45 C.F.R. 164.402, is an unauthorized acquisition, access, use or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI by posing a significant risk of financial , reputational, or other harm to the individual;

(3) A breach, consistent with 45 C.F.R. 164.410(a)(2), will be treated as discovered as of the first day on which such breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate, or any employee, officer, contractor, subcontractor, or other agent of Business Associate;

(4) Notification will be made by Business Associate to the Director, Health Data & Informatics by telephone, 202-461-5839 or secure fax of any HIPAA Electronic Transactions and Code Sets, Privacy, Security or Standard Identifier Incident, or Use or Disclosure of PHI not provided for by this Agreement; and

(5) A written report of the incident, submitted to the Director, Health Data & Informatics within ten (10) business days after initial notification, will document the following:

(a). The identification of each individual whose PHI has been, or is reasonably believed by Business Associate to have been accessed, acquired, used, or disclosed during the breach;

(b). A brief description of what occurred, including the date of the breach and the date of the discovery of the breach (if known);

(c). A description of the types of secured and/or unsecured PHI that was involved;

(d). Any steps that Business Associate believes individuals should take to protect themselves from potential harm resulting from the breach;

(e). A description of what is being done to investigate the breach, to mitigate further harm to individuals, and the reasonable and appropriate safeguards being taken to protect against future breaches; and

(f). Any other information described in 45 C.F.R. 164.404(c);

(g). This report should be documented as a letter and sent to:

Director, Health Data & Informatics Department of Veterans Affairs - Veterans Health Administration
Office of Information (19F) 810 Vermont Avenue NW Washington, DC 20420 Phone: 202-461-5839
Fax: 202-273-9386

G. Implement administrative, physical, and technical safeguards and controls for the PHI that Business Associate receives, maintains, or transmits on behalf of Covered Entity, including policies, procedures, training, and sanctions, in compliance with Federal Information Security Management Act (FISMA), Pub. L. No. 107-347, 116 Stat. 2946 (2002); the HIPAA Privacy and Security Rules, 45 C.F.R. Parts 160, 162, and 164; standards and guidance from the Office of Management and Budget and the National Institute of Standards and Technology; and other laws, regulations, and policies pertaining to safeguarding VA Sensitive Data;

H. Require contractors, subcontractors, or other agents to whom Business Associate provides PHI received from Covered Entity to agree to the same restrictions and conditions that apply to Business Associate pursuant to this Agreement, including implementation of administrative, physical, and technical safeguards and controls, including policies, procedures, training and sanctions, in compliance with the above-referenced legal authorities;

I. If Business Associate maintains PHI in a Designated Record Set or Privacy Act System of Records, within ten (10) business days of receiving a written request from Covered Entity:

(1) Make available PHI in the Designated Record Set or System of Records necessary for Covered Entity to respond to individuals' requests for access to PHI about them that is not in the possession of Covered Entity;

(2) Incorporate any amendments or corrections to the PHI in the Designated Record Set or System of Records in accordance with the Privacy Act and the HIPAA Privacy Rule; and

(3) Maintain the information necessary to document the disclosures of PHI sufficient to make an accounting of those disclosures as required under the Privacy Act, 5 U.S.C. 552a, and the HIPAA Privacy Rule, and within ten (10) days of receiving a request from Covered Entity, make available the information necessary for Covered Entity to make an accounting of Disclosures of PHI about an individual in the Designated Record Set or System of Records;

J. Utilize only contractors, subcontractors, or other agents who are physically located within a jurisdiction subject to the laws of the United States and ensure that no contractor, subcontractor, or agent maintains, processes, uses, or discloses PHI received from Covered Entity in any way that will remove the PHI from such jurisdiction. Any modification to this provision must be approved by Covered Entity in advance and in writing;

K. Provide satisfactory assurances that the confidentiality, integrity, and availability of the PHI provided by Covered Entity under this Agreement are reasonably and appropriately protected;

L. Upon completion or termination of the applicable contract(s) or agreement(s), return and/or destroy, at Covered Entity's option, the PHI gathered, created, received, or processed during the performance of the contract(s) or agreement(s). No data will be retained by Business Associate, or contractor, subcontractor, or other agent of Business Associate, unless retention is required by law or regulation and specifically permitted by Covered Entity. As deemed appropriate by and under the direction of Covered Entity, Business Associate shall provide written assurance that all PHI has been returned to Covered Entity or destroyed by Business Associate. If immediate return or destruction of all data is not possible, Business Associate shall notify Covered Entity and assure that all PHI retained will be safeguarded to prevent unauthorized Uses or Disclosures;

M. Be liable to Covered Entity for liquidated damages in the event of a data breach involving any PHI maintained or processed by Business Associate under this Agreement;

N. Be liable to Covered Entity for any civil or criminal penalties imposed on Covered Entity under the HIPAA Privacy and Security Rules in the event of a violation of the Rules as a result of any practice, behavior, or conduct by Business Associate;

O. For the purpose of determining compliance with this Agreement and underlying agreements, Business Associate will make available to Covered Entity its practices, policies and procedures; and

P. Make available to the Secretary of Health and Human Services Business Associate's internal practices, books, and records, including policies and procedures, relating to the Use or Disclosure of PHI for purposes of determining Covered Entity's compliance with the Privacy and Security Rules, subject to any applicable legal privileges.

5. Obligations of Covered Entity. Covered Entity agrees that it:

A. Has obtained, and will obtain, from Individuals any consents, authorizations, and other permissions necessary or required by laws applicable to Covered Entity for Business Associate and Covered Entity to fulfill their obligations under this Agreement;

B. Will promptly notify Business Associate in writing of any restrictions on the Use and Disclosure of PHI about Individuals that Covered Entity has agreed to that may affect Business Associate's ability to perform its obligations under this Agreement; and

C. Will promptly notify Business Associate in writing of any change in, or revocation of, permission by an Individual to use or disclose PHI, if such change or revocation may affect Business Associate's ability to perform its obligations under this Agreement;

6. Material Breach and Termination.

A. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(1) Provide an opportunity for Business Associate to cure the breach or end the violation;

(2) Terminate this Agreement and underlying contract(s) if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(3) Immediately terminate this Agreement and underlying contract(s) if cure is not possible; or

(4) If Business Associate has breached a material term of this agreement and neither termination nor cure is feasible, Covered Entity will report the violation to the Secretary of Health and Human Services.

B. Termination Upon Review. This Agreement may be terminated by Covered Entity, if appropriate, upon review as defined in Section 12 of this Agreement.

C. Automatic Termination. This Agreement will automatically terminate upon completion of the Business Associate's duties under all underlying agreements or by mutual written agreement to terminate underlying agreements.

D. Effect of Termination. Termination of this Agreement will result in cessation of activities by Business Associate involving PHI under this Agreement.

7. Amendment. Business Associate and Covered Entity agree to take such action as is necessary to amend this Agreement for Covered Entity to comply with the requirements of the Privacy and Security Rules or other applicable law.

8. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

9. Other Applicable Law. This Agreement does not and is not intended to abrogate any responsibilities of the parties under any other applicable law.

10. Effect of Agreement. With respect solely to the subject matter herein, in the case of any conflict in terms between this Agreement and any other previous agreement or addendum between the parties, the terms of this Agreement shall control and supersede and nullify any conflicting terms as it relates to the parties.

11. Effective Date. This Agreement shall be effective on last signature date below.

12. Review Date. The provisions of this Agreement will be reviewed by Covered Entity every two years from Effective Date to determine the applicability of the agreement based on the relationship of the parties at the time of review.

Department of Veterans Affairs
Veterans Health Administration

By :
Name : James D. Justus
Title: Contracting Officer
Date :

By : _____
Name : _____
Title: _____
Date : _____

DRAFT

ATTACHMENT C
VA HANDBOOK 6500.6
APPENDIX C

MARCH 12, 2010

**VA INFORMATION AND INFORMATION
SYSTEM SECURITY/PRIVACY REQUIREMENTS**

1. 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.

2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

a. 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.

b. 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.

c. 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.

d. 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.

e. 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.

3. VA INFORMATION CUSTODIAL LANGUAGE

a. 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. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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.

i. 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.

j. 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.

k. 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.

l. 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.

4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT

a. 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*.

b. 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.

c. 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.

d. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

e. 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*.

f. 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.

g. The contractor/subcontractor agrees to:

(1) 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;

(2) 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

(3) 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.

h. 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.

(1) "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.

(2) "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.

(3) "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.

i. The contractor 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, hot fixes, 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 contractor anywhere in the Systems, including Operating Systems and firmware. The contractor shall ensure that Security Fixes shall not negatively impact the Systems.

j. The contractor 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, but in no event longer than 48 hours.

k. When the Security Fixes involve installing third party patches (such as Microsoft OS patches or Adobe Acrobat), the contractor will provide written notice to the VA that the patch has been validated as not affecting the Systems within 10 working days. When the contractor is responsible for operations or maintenance of the Systems, they shall apply the Security Fixes within 48 hours.

l. 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.

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

a. 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.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. 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.

h. 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 contractor at the end of lease, for trade-in, or other purposes. The options are:

- (1) Contractor must accept the system without the drive;
- (2) 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

(3) VA must reimburse the company for media at a reasonable open market replacement cost at time of purchase.

(4) 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 contractor 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 preapproved 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.

6. SECURITY INCIDENT INVESTIGATION

a. 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.

b. 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.

c. 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.

d. 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.

7. LIQUIDATED DAMAGES FOR DATA BREACH

- a. 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.
- b. 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.
- c. Each risk analysis shall address all relevant information concerning the data breach, including the following:
 - (1) Nature of the event (loss, theft, unauthorized access);
 - (2) Description of the event, including:
 - (a) date of occurrence;
 - (b) 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.
- d. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of \$37.50 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.

8. SECURITY CONTROLS COMPLIANCE TESTING

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.

a. 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:

- (1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the *Contractor Rules of Behavior*, Appendix E relating to access to VA information and information systems;
- (2) Successfully complete the *VA Cyber Security Awareness and Rules of Behavior* training and annually complete required security training;
- (3) Successfully complete the appropriate VA privacy training and annually complete required privacy training; and
- (4) 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.]*

b. 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.

c. 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.

9. TRAINING

a. 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:

- (1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the *Contractor Rules of Behavior*, Appendix E relating to access to VA information and information systems;
- (2) Successfully complete the *VA Cyber Security Awareness and Rules of Behavior* training and annually complete required security training;
- (3) Successfully complete the appropriate VA privacy training and annually complete required privacy training; and
- (4) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access . All employees servicing under this contract are required to complete Privacy Awareness Training.

b. 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.

c. 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.

DRAFT

ATTACHMENT D
VA HANDBOOK 6500.6
APPENDIX D

MARCH 12, 2010

CONTRACTOR RULES OF BEHAVIOR

This User Agreement contains rights and authorizations regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with the Department of Veterans Affairs (VA). This User Agreement covers my access to all VA data whether electronic or hard copy ("Data"), VA information systems and resources ("Systems"), and VA sites ("Sites"). This User Agreement incorporates Rules of Behavior for using VA, and other information systems and resources under the contract.

1. GENERAL TERMS AND CONDITIONS FOR ALL ACTIONS AND ACTIVITIES UNDER THE CONTRACT:

- a. I understand and agree that I have no reasonable expectation of privacy in accessing or using any VA, or other Federal Government information systems.
- b. I consent to reviews and actions by the Office of Information & Technology (OI&T) staff designated and authorized by the VA Chief Information Officer (CIO) and to the VA OIG regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with the VA. These actions may include monitoring, recording, copying, inspecting, restricting access, blocking, tracking, and disclosing to all authorized OI&T, VA, and law enforcement personnel as directed by the VA CIO without my prior consent or notification.
- c. I consent to reviews and actions by authorized VA systems administrators and Information Security Officers solely for protection of the VA infrastructure, including, but not limited to monitoring, recording, auditing, inspecting, investigating, restricting access, blocking, tracking, disclosing to authorized personnel, or any other authorized actions by all authorized OI&T, VA, and law enforcement personnel.
- d. I understand and accept that unauthorized attempts or acts to access, upload, change, or delete information on Federal Government systems; modify Federal government systems; deny access to Federal government systems; accrue resources for unauthorized use on Federal government systems; or otherwise misuse Federal government systems or resources are prohibited.
- e. I understand that such unauthorized attempts or acts are subject to action that may result in criminal, civil, or administrative penalties. This includes penalties for violations of Federal laws including, but not limited to, 18 U.S.C. §1030 (fraud and related activity in connection with computers) and 18 U.S.C. §2701 (unlawful access to stored communications).
- f. I agree that OI&T staff, in the course of obtaining access to information or systems on my behalf for performance under the contract, may provide information about me including, but not limited to, appropriate unique personal identifiers such as date of birth and social security number to other system administrators, Information Security Officers (ISOs), or other authorized staff without further notifying me or obtaining additional written or verbal permission from me.
- g. I understand I must comply with VA's security and data privacy directives and handbooks. I understand that copies of those directives and handbooks can be obtained

from the Contracting Officer's Technical Representative (COTR). If the contractor believes the policies and guidance provided by the COTR is a material unilateral change to the contract, the contractor must elevate such concerns to the Contracting Officer for resolution.

h. I will report suspected or identified information security/privacy incidents to the COTR and to the local ISO or Privacy Officer as appropriate.

2. GENERAL RULES OF BEHAVIOR

a. Rules of Behavior are part of a comprehensive program to provide complete information security. These rules establish standards of behavior in recognition of the fact that knowledgeable users are the foundation of a successful security program. Users must understand that taking personal responsibility for the security of their computer and the information it contains is an essential part of their job.

b. **The following rules apply to all VA contractors.** I agree to:

(1) Follow established procedures for requesting, accessing, and closing user accounts and access. I will not request or obtain access beyond what is normally granted to users or by what is outlined in the contract.

(2) Use only systems, software, databases, and data which I am authorized to use, including any copyright restrictions.

(3) I will not use other equipment (OE) (non-contractor owned) for the storage, transfer, or processing of VA sensitive information without a VA CIO approved waiver, unless it has been reviewed and approved by local management and is included in the language of the contract. If authorized to use OE IT equipment, I must ensure that the system meets all applicable 6500 Handbook requirements for OE.

(4) Not use my position of trust and access rights to exploit system controls or access information for any reason other than in the performance of the contract.

(5) Not attempt to override or disable security, technical, or management controls unless expressly permitted to do so as an explicit requirement under the contract or at the direction of the COTR or ISO. If I am allowed or required to have a local administrator account on a government-owned computer, that local administrative account does not confer me unrestricted access or use, nor the authority to bypass security or other controls except as expressly permitted by the VA CIO or CIO's designee.

(6) Contractors' use of systems, information, or sites is strictly limited to fulfill the terms of the contract. I understand no personal use is authorized. I will only use other Federal government information systems as expressly authorized by the terms of those systems. I accept that the restrictions under ethics regulations and criminal law still apply.

(7) Grant access to systems and information only to those who have an official need to know.

(8) Protect passwords from access by other individuals.

(9) Create and change passwords in accordance with VA Handbook 6500 on systems and any devices protecting VA information as well as the rules of behavior and security settings for the particular system in question.

(10) Protect information and systems from unauthorized disclosure, use, modification, or destruction. I will only use encryption that is FIPS 140-2 validated to safeguard VA sensitive information, both safeguarding VA sensitive information in storage and in transit regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with the VA.

(11) Follow VA Handbook 6500.1, *Electronic Media Sanitization* to protect VA information. I will contact the COTR for policies and guidance on complying with this requirement and will follow the COTR's orders.

(12) Ensure that the COTR has previously approved VA information for public dissemination, including e-mail communications outside of the VA as appropriate. I will not make any unauthorized disclosure of any VA sensitive information through the use of any means of communication including but not limited to e-mail, instant messaging, online chat, and web bulletin boards or logs.

(13) Not host, set up, administer, or run an Internet server related to my access to and use of any information assets or resources associated with my performance of services under the contract terms with the VA unless explicitly authorized under the contract or in writing by the COTR.

(14) Protect government property from theft, destruction, or misuse. I will follow VA directives and handbooks on handling Federal government IT equipment, information, and systems. I will not take VA sensitive information from the workplace without authorization from the COTR.

(15) Only use anti-virus software, antispyware, and firewall/intrusion detection software authorized by VA. I will contact the COTR for policies and guidance on complying with this requirement and will follow the COTR's orders regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with VA.

(16) Not disable or degrade the standard anti-virus software, antispyware, and/or firewall/intrusion detection software on the computer I use to access and use information assets or resources associated with my performance of services under the contract terms with VA. I will report anti-virus, antispyware, firewall or intrusion detection software errors, or significant alert messages to the COTR.

(17) Understand that restoration of service of any VA system is a concern of all users of the system.

(18) Complete required information security and privacy training, and complete required training for the particular systems to which I require access.

3. ADDITIONAL CONDITIONS FOR USE OF NON- VA INFORMATION TECHNOLOGY RESOURCES

a. When required to complete work under the contract, I will directly connect to the VA network whenever possible. If a direct connection to the VA network is not possible, then I will use VA approved remote access software and services.

b. Remote access to non-public VA information technology resources is prohibited from publicly-available IT computers, such as remotely connecting to the internal VA network from computers in a public library.

c. I will not have both a VA network line and any kind of non-VA network line including a

wireless network card, modem with phone line, or other network device physically connected to my computer at the same time, unless the dual connection is explicitly authorized by the COTR.

d. I understand that I may not obviate or evade my responsibility to adhere to VA security requirements by subcontracting any work under any given contract or agreement with VA, and that any subcontractor(s) I engage shall likewise be bound by the same security requirements and penalties for violating the same.

4. STATEMENT ON LITIGATION

This User Agreement does not and should not be relied upon to create any other right or benefit, substantive or procedural, enforceable by law, by a party to litigation with the United States Government.

5. ACKNOWLEDGEMENT AND ACCEPTANCE

I acknowledge receipt of this User Agreement. I understand and accept all terms and conditions of this User Agreement, and I will comply with the terms and conditions of this agreement and any additional VA warning banners, directives, handbooks, notices, or directions regarding access to or use of information systems or information. The terms and conditions of this document do not supersede the terms and conditions of the signatory's employer and VA.

Print or type your full name

Signature

Last 4 digits of SSN

Date

Office Phone

Position Title

Contractor's Company
Name

Please complete and return the original signed document to the COTR within the timeframe stated in the terms of the contract.

Attachment E:

CONFIDENTIAL DISCLOSURE AGREEMENT

This is an agreement between the United States Department of Veterans Affairs ("VA") and

("Contractor") having an effective date of
_____.

WHEREAS, the CMOP National data and application architecture is referred to collectively as CMOP Core System.

WHEREAS the Dept of VA retains all ownership and distribution rights to all CMOP Core System software.

WHEREAS, the CMOP Core System Software comprises confidential, non-public information owned by the VA, including, for example, specifications, computer source code, algorithms, and business process information (“VA Confidential Information”);

WHEREAS, Contractor desires to learn more about the CMOP Core System Software for the limited purposes of enabling Contractor to offer to supply to the VA other software that can technically interface with the CMOP Core System Software.

IT IS, THEREFORE, AGREED between VA and Contractor as follows:

1. The relationship between the VA and Contractor for purposes of viewing and discussing the CMOP Core System Software and VA Confidential Information is a confidential one, requiring the exercise of caution, discretion, and good faith. Contractor acknowledges ownership of the CMOP Core System Software by the VA and agrees to protect VA Confidential Information in a manner that is no less rigorous than the care and protection that Contractor provides its own confidential information.
2. Contractor shall not disclose to any other person or entity (including consultants) any VA Confidential Information except as expressly permitted in this Agreement.
3. Contractor shall not, either directly or indirectly, sell, license, or use, in its own business or in that of any parent, affiliate, or subsidiary company or organization, any VA Confidential Information except for the sole and limited purpose of enabling Contractor’s software to technically interface with the CMOP Core System Software operated by the VA, as required by the VA.
4. Contractor may not reverse engineer any algorithm, business process, or technical feature embedded or contained in the CMOP Core System Software for the purpose of incorporating that algorithm, process or feature into any product or process outside of the scope of the VA contract or solicitation to which this Agreement applies.
5. Contractor may not incorporate any CMOP Core System Software source code into any software for use outside of the VA facility or for any reason other than the purpose for which Contractor and VA have contracted.
6. Contractor may not sell or distribute outside of the VA facility and purpose for which Contractor and VA have contracted any binaries (e.g. compiled code or object code) based on or compiled from CMOP Core System Software source code.
7. Contractor may disclose VA Confidential Information to an employee or subcontractor but only if reasonably necessary to allow Contractor to fulfill a valid contractual commitment to the VA regarding interfacing with or otherwise maintaining the CMOP Core System Software. Prior to receiving any VA Confidential Information, the subcontractor must agree to and sign this Agreement. Subcontractor may view VA Core System Software source code only at a secure VA location or secure area within the Contractor’s facility and only after the subcontractor has been awarded a subcontract. Contractor will take all steps reasonably necessary to inform its employees of the terms and effect of this Agreement and to protect against wrongful disclosure of VA Confidential Information by its employees.
8. Contractor may disclose VA Confidential Information to a prospective subcontractor but only if reasonably necessary to allow Contractor to obtain a subcontract proposal from the prospective subcontractor. Prior to receiving any VA Confidential Information, the prospective subcontractor must agree to and sign this Agreement. A prospective subcontractor may view CMOP Core System Software source code only at a secure VA location.
9. No VA Confidential Information may be written, copied, duplicated, recorded, summarized, or reproduced in any form for use or distribution without the prior written consent of the VA, and Contractor

will take all steps reasonably necessary to protect against unauthorized reproduction. Contractor agrees not to remove any copyright headers from any CMOP Core System Software source code

10. Contractor agrees that the VA Confidential Information is of a sensitive nature and the unauthorized use or disclosure of same in any fashion is likely to cause irreparable harm to the VA and that the damages resulting from such an unauthorized disclosure would be difficult, if not impossible, to calculate. Therefore, Contractor agrees that preliminary and permanent injunctive relief would be an appropriate remedy in the event of Contractor's breach of the confidential relationship created herein.

11. In the event that one or more provisions of this Agreement are determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in force whenever possible.

VA	Contractor
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Performance Work Statement Reference	Factor	Sub-Factor	Met Y/N
Part II Subsection A.1 & A.2 (specifically Reporting)	Technical Excellence	System Performance and Design	
Part II Subsection A.3 (Go/No-Go)	Technical Excellence	System Performance and Design	
Part II Subsection A.4 & A.5 (specifically Staffing Plan)	Technical Excellence	System Performance and Design	
Part II Subsection B.1.a & B.1.f (Go/No-Go)	Technical Excellence	Technical Quality	
Part II Subsection B.1	Technical Excellence	Technical Quality	
Part II Subsection B.2 (Go/No-Go)	Technical Excellence	Technical Quality	
Part II Subsection B.3, B.4, B.5 & B.6 (specifically Reporting)	Technical Excellence	Technical Quality	
Part II Subsection C.1 & C.2	Technical Excellence	Subsystem Perf. and Design	
Part II Subsection C.3.1 & C.3.n (Go/No-Go)	Technical Excellence	Subsystem Perf. and Design	
Part II Subsection C.3 through C.13	Technical Excellence	Subsystem Perf. and Design	
Part II Subsection D.1 through D.6	Technical Excellence	Operations and Maintenance	
Part II Subsection D.8	Technical Excellence	Operations and Maintenance	
Part II Subsection A.6 & A.7	Management Oversight	Project Management Plan	
Part II Subsection F	Management Oversight	Project Management Plan	
Part II Subsection G	Management Oversight	Project Management Plan	
Part II Subsection E	Management Oversight	Test and Evaluation Plan	
Part II Subsection D.7	Management Oversight	Training Plan	
Part II Subsection A.6.(b).(4)	Management Oversight	Delivery and Installation	

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2015)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the

exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>);

(ii) Quick Search (<http://quicksearch.dla.mil/>);

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by?

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *System for Award Management.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

E.2 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015)

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of Provision)

E.3 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)

(a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

(1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) The offeror does ☐ does not ☐ have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The offeror, its officers or agents acting on its behalf have ☐ have not ☐ been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

E.4 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) *Definitions.* As used in this provision—

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

E.5 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

(End of Provision)

E.6 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (DEC 2007)

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data—General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data—General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [offeror check appropriate block]—

[] None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

[] Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

(End of Provision)

E.7 52.233-2 SERVICE OF PROTEST (SEP 2006)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:

Leavenworth CMOP
5049 South 13th Street

Leavenworth KS 66048-5581
Mailing Address:

Leavenworth CMOP
5049 South 13th Street

Leavenworth KS 66048-5581

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

E.8 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

(a) Any protest filed by an interested party shall:

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;

(4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;

(5) Specifically request a ruling of the individual upon whom the protest is served;

(6) State the form of relief requested; and

(7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offers and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

E.9 VAAR 852.211-72 TECHNICAL INDUSTRY STANDARDS (JAN 2008)

The supplies or equipment required by this invitation for bid or request for proposal must conform to the standards of the and as to . The successful bidder or offeror will be required to submit proof that the item(s) he/she furnishes conforms to this requirement. This proof may be in the form of a label or seal affixed to the equipment or supplies, warranting that they have been tested in accordance with and conform to the specified standards. Proof may also be furnished in the form of a certificate from one of the above listed organizations certifying that the item(s) furnished have been tested in accordance with and conform to the specified standards.

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2015

E.10 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (NOV 2015)

The offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (p) of this provision.

(a) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined

in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) *Annual Representations and Certifications*. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted

electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It [] is, [] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* *[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it [] is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that—

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) *Previous contracts and compliance.* The offeror represents that—

(i) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
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[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

 [List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [] Have, [] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
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(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

☐ Sole proprietorship;

- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) *Common parent.*

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The Offeror represents that—

- (i) It ☐ is, ☐ is not an inverted domestic corporation; and
- (ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212–3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.)

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

(Do not use a “doing business as” name)

(End of Provision)

(End of Addendum to 52.212-1)

SPECIFIC INSTRUCTIONS FOR SUBMITTING A PROPOSAL

The offeror shall submit their proposal electronically to the Contracting Officer's e-mail no later than the time and date shown on the SF 1449, First page, Block 8 to James.Justus2@va.gov as an attachment in PDF or Word document. The offeror shall also provide hard copy proposals to the address located in Block 16 on the first page of this solicitation and shall be received by the Contracting Officer no later than the time and date shown on the SF 1449, First page, Block 8.

**** A pre-proposal conference is TBD. Pre-proposal conferences for viewing this source code will be conducted the same day. The offeror is to contact the Contracting Officer, James Justus (913) 684-0136 or james.justus2@va.gov prior to provide their contact information for all attending individuals.****

1. PART I – PRICE PROPOSAL (28%) – Submit electronically, mail one (1) original and mail one (1) copy. **The contractor name, logo, or any other identifiable reference to the contractor shall be provided ONLY on the cover page of the price proposal.**

- (b) Complete blocks 12, 17a, and 30a, b, and c of the [SF 1449](#). In doing so, the offeror accedes to the contract terms and conditions as written in the solicitation, with attachments.
- (c) Insert proposed price for the line item(s) identified in the solicitation schedule on the first page of the SF 1449. All pricing shall be completed in its entirety for consideration for award. The proposal pricing shall be for the complete system to include purchasing, installation, supplies, and warranty/technical support. The offeror shall submit a milestone bar chart illustrating stages and percentages of completion at each milestone to determine progress payments. The offeror shall incorporate the requirements in the Performance Work Statement, Part II, Subsection A.6.b.4, but is not limited to the identified milestones.
- (c) Complete the necessary fill-ins and certifications in provisions. The provisions [FAR 52.212-3](#) shall be returned along with the proposal. The offeror shall ensure to complete paragraph (f) *Buy American Act Certificate* and paragraph (j) *Place of manufacture*. The offeror shall submit a list illustrating the major components and place of manufacture.

2. MERIT EVALUATION FACTORS - Submit electronically, mail one (1) original and mail eight (8) copies. The offeror shall respond to the solicitation by providing a proposal ***that shall follow the Performance Work Statement in order, section by section. All relevant data shall be cross referenced with the Performance Work Statement to provide ease of review. (An Evaluation Factor Crosswalk is provided to relate the Performance Work Statement to the evaluation factors).***

- A. PART II – TECHNICAL EXCELLENCE (44%):** The offeror shall provide a proposal demonstrating a detailed understanding of the work statement by comparing the proposed equipment and software integration to the Performance Work Statement. Technical Excellence will be evaluated using the following sub-factors: (1) System Performance and Design (2) Technical Quality (3) Subsystem Performance and Design (4) Operations and Maintenance and (5) Operating and Lifecycle Costs. By technical ability, the Government means the offeror's ability to meet the requirements of the solicitation with offeror's existing technology, resources, and facilities. Factors identified in the solicitation, relevant to the offeror's technical ability, will be used for the evaluation. The unsupported statement "Complies" is not acceptable. If the offeror

receives an unacceptable rating in any of the following sub-factors, the offeror's proposal will not be further considered for award.

- (1) **SYSTEM PERFORMANCE AND DESIGN:** The offeror shall provide the proposed system design, processes for data acceptance, transfer, and integration with CMOP National infrastructure. Software/source code shall comply with the requirements of the PWS with specific attention given to logging and reporting functions. The proposal shall demonstrate space requirements, utilities, and floor loading, if applicable, for each subsystem offered. The offeror's proposed workflow process shall detail how the throughput requirement and performance will be met with proposed on-line and off-line systems. The offeror shall provide dimensioned prints (and other deliverable documents) that demonstrate system footprint, including incorporation of applicable fire and safety codes, primary and secondary stock storage, ergonomic work flow, and the offeror's detailed proof of concept that shall illustrate workload distribution through all sub-systems and the offeror's comprehensive staffing plan for APFS at full capacity.
- (2) **TECHNICAL QUALITY:** The offeror shall describe methods used to achieve patient safety, system operability, and operator safety. The offeror shall evaluate how each type of proposed task station ergonomically integrates into the APFS, the proposed process to collect prescription specific data, record events and mechanism to trace operator interactions with an individual prescription and identify any anomalies during the fulfillment process.
- (3) **SUBSYSTEM PERFORMANCE AND DESIGN:** The offeror shall provide descriptive product literature and performance specifications of each proposed subsystem, including all major component items proposed and their ability to meet the requirements of the performance work statement. Proposals will be evaluated based on the integration of subsystems to create an efficient and reliable production line, minimizing single points of failure. The offeror shall provide a list of all proposed equipment and the standard software support programs, which shall be provided with, and included in the price of, each configuration offered.
- (4) **OPERATIONS AND MAINTENANCE:** The offeror shall provide the description of the required utilities and infrastructure to support the proposed system, as well as the offeror's plan for meeting requirements for deliverable documentation, maintenance schedules (including a sample plan from other completed projects), and inventory management plan for start-up supplies and parts. Proposal shall include details of warranty coverage.
- (5) **OPERATING AND LIFECYCLE COSTS:** The offeror shall estimate all associated operational costs calculated on an individual prescription basis, for both system and subsystems, and the detail, in current U.S. dollars, for the cost associated with the operation of each subsystem, to include recurring costs for consumables, personnel, and maintenance. The offeror shall estimate annual recurring costs of routine APFS maintenance, based on current values at the time of proposal, to include man-hour, consumable parts and anticipated system downtime. The costs shall include, but are not limited to, known contractor costs to maintain proprietary products and quarterly visits. Contractor shall provide a scope of coverage and anticipated cost for a service/maintenance agreement following the one year warranty period.

- B. **PART III – MANAGEMENT OVERSIGHT (20%):** The offeror is to provide management oversight and evaluation of system performance, to include ensuring quality controls are strictly enforced and scheduling of system installation and testing is timely. The factors relevant to the offeror's management process, identified in the solicitation, will be used for the evaluation.

Proposals will be evaluated using the following sub-factors: (1) Project Management Plan (2) Testing and Evaluation Plan (3) Training Plan and (4) Delivery and Integration. These sub-factors are of equal importance.

- (1) PROJECT MANAGEMENT PLAN:** The offeror shall provide a detailed Project Management Plan, provided in MS Project, outlining the procurement and installation schedules and demonstrating the offeror's ability to meet the schedule for deliverables, system installation, and integration and testing. The offeror's detailed risk assessment and mitigation plan shall include project scope, personnel required, system interfaces, and sub-vendor product deliverables. The offeror's Emergency Recovery Plan shall include eventualities that may impact project schedule, availability of parts, and other contingencies that may impact project completion. The offeror shall detail the plan to communicate updates on the project, which shall include, but not be limited to, progress updates, potential schedule changes, change request updates, and updates to Work Breakdown Schedules.
- (2) TEST AND EVALUATION PLAN:** The offeror shall provide a detailed test and evaluation plan, including capacity and documentation of published specifications. The contractor shall provide a phased testing program designed to fully evaluate APFS performance and demonstrate that the system meets the requirements of this work statement. Each phase of testing shall consist of evaluations designed for the specific subsystem and tailored to its unique integration into the APFS.
- (3) TRAINING PLAN:** The offeror shall propose a comprehensive training plan for the APFS system that demonstrates, at a minimum, a three-tier approach that includes, but is not limited to:

 - (a) Overall system function and management for supervisors
 - (b) Normal operating procedures and recovery actions from common outages and faults for operators and production support staff
 - (c) Breakdowns and recovery, software changes, upgrades, etc. for IT and engineering support. Training should cover procedures to restore programs for any devices used in the APFS system for IT/Biomedical Technicians, routine preventative maintenance requirements and troubleshooting guides for components
- (4) DELIVERY & INTEGRATION:** The offeror shall provide a detailed plan for delivery and installation of hardware and software integration and communication with the VA CDB. The government will evaluate the offeror's plan to identify anticipated permits, inspections, and approvals from all required local, state, and federal governing bodies for APFS installation, as well as anticipated aspects of APFS installation requiring coordination with the building owner/leasing agent and potential infrastructure needs. The offeror that provides evidence of capability of a delivery in less than 18 months will receive a higher rating in this evaluation sub-factor. Alternative delivery dates may be considered.

3. PART IV – PAST PERFORMANCE INFORMATION: Only references for same or similar type contracts are desired. Submit Past Performance information electronically, or mail one (1) original and mail one (1) copy.

Past Performance: The government will evaluate the quality and extent of offeror's performance deemed relevant to the requirements of this solicitation. Offerors shall furnish five (5) references for contracts occurring within the last five (5) years for the period beginning 1 January 2011 through the solicitation release date with the following information for each contract referenced:

- (i) Company/Division name
- (ii) Product/Service

- (iii) Contracting Agency/Customer
- (iv) Contract Number
- (v) Contract Dollar Value
- (vi) Period of Performance
- (vii) Verified, up-to-date name, address, FAX and telephone number of the contracting officer

4. **PART V – SOCIO-ECONOMIC CONSIDERATION:**— Submit electronically, mail original and mail one (1) copy. The offeror shall submit information describing the extent of opportunities to be provided to: Service Disabled Veteran-Owned small businesses and Veteran-Owned small businesses. The offeror shall also state if opportunities are not given.

- A. Identify the Business size and socioeconomic status of your company.
- B. Describe any subcontracting opportunities that will be afforded to SDVOB and/or VOSB in the performance of this contract.

5. PART VI - ORAL PRESENTATIONS:

(a) The offeror is required to make an oral presentation to the Government's Evaluation Panel. The oral presentation will be made at the Charleston Consolidated Mail Outpatient Pharmacy 3725 Rivers Ave STE2, North Charleston, SC 29405. The oral presentation will demonstrate an understanding of the Government's requirements. The oral presentation is part of the offer (proposal) and is not itself an offer. Statements made by the offeror during the oral presentation will not become a part of any contract resulting from this solicitation, unless the Government and an offeror agree to make it a part of an offer during discussions. If the Government decides to conduct discussions, the Government will not solicit or entertain supplemental oral presentations. Submission of videotapes or other forms of media containing the presentation for evaluation, in lieu of oral presentations, shall not be authorized and will be rejected.

Oral presentations shall not include price or fee

(b) Each offeror shall submit the following oral presentation information and documentation, along with its written proposal, due at the closing date for the solicitation:

- (1) A list of names and position titles of all presenters (limited to 4 presenters);
- (2) Nine (9) paper copies of the offeror's planned presentation, including copies of any transparencies or PowerPoint slides (if visual aids are used in the presentation);
- (3) and/or nine (9) copies of briefing materials that the offeror intends to use in the presentation.

(c) The oral presentation information shall be packaged separately from the rest of the offer and shall be clearly labeled with the offerors name and marked as **ORAL PRESENTATION DOCUMENTATION**.

- The oral presentation is intended to provide the offeror the opportunity to discuss, describe, highlight and expand upon the information submitted as part of their written proposal and the requirements of this solicitation.
- After the closing date of the solicitation, and upon notification by the Network Contracting Officer Fifteen (NCO15) Contracting Officer, the offeror must make an oral presentation in person to the Government's evaluation panel.

Oral presentations shall not include price or fee

(d) Oral Presentation Rules:

(1) Offeror Order of Presentation: The offeror shall be prepared to provide oral presentations within three (3) weeks from the solicitation close date. The order in which offerors will make their presentations will be determined by a drawing of lots by the Contracting Officer within five (5) calendar days after receipt of proposals. Once offerors are notified of their scheduled presentation date and time, offerors shall complete their presentations on the scheduled date and time.

(2) Time, Date and Location: The Contracting Officer will schedule the oral presentations and will notify each offeror in writing of the date, time and location of its oral presentation after the Government receives offers in response to the RFP. The oral presentations shall be made at the Charleston Consolidated Mail Outpatient Pharmacy 3725 Rivers Ave STE2, North Charleston, SC 29405. The Government reserves the right to reschedule an offeror's oral presentation at the discretion of the Contracting Officer. The room used for the Oral Presentations is an office type conference room equipped with tables, chairs, office lighting, and electrical outlets.

(3) Offeror Employee Participation: The presentation must be made by one or more of the personnel whom the offeror will employ to manage or supervise contract performance on a full time basis. A manager who will have full-time operational responsibility for contract performance must be present. No more than **four** of the offeror's personnel will be allowed to be present for the oral presentation. Presenters shall be the offeror's actual key personnel who will perform or personally direct the work being described. **No other officers, employees, consultants, agents, or other representatives of the offeror may attend.**

(4) Presentation Time Limits

- Oral presentations will be limited to **two hours**.
- Offerors submitting a proposal as a joint venture or other teaming arrangement will have only one (1), two-hour period to give their oral presentation.
- **The Contracting Officer will strictly enforce this time limit.**
- The length of time spent on each of the solicitation sub-factors, listed below, will be left to the offeror's discretion.
- The **two-hour** time limit will start with the VA's direction to begin. (The NCO 15 Contracting Officer will introduce the presenting firm to the Government's Review Panel).
- The filming of the presentation (by the Government) shall be immediately terminated at the completion of the two-hour time limit, unless the offeror completes its presentation sooner.

(5) Presentation Media (must be submitted at time of submitting written proposal).

- If the offeror decides to use presentation media, the offeror must use a PowerPoint presentation to document key points of its presentation. PowerPoint supports various types of embedded media such as photos (JPB/GIF/PNG), and movies (MPEG, MPG, AVI). The offeror may use other presentation software; however, the offeror shall use their own laptop during the presentation (use of internal VA network is prohibited).

- If PowerPoint presentation is used, the offeror must submit nine (9) paper copies of the PowerPoint slides, as a separate package at the time of submitting their offer.
- The offeror shall provide simulations, animated diagrams and/or models. Board models are acceptable.
- Offerors may use graphical slides (e.g., bar charts or pie charts, etc.,)
- The Government will only provide one overhead projector, a wall screen, a flip chart pad, and marker pens for the offeror's use during the oral presentation. The offeror is required to supply their own laptop computer if needed for a PowerPoint presentation.
- There is no limitation on the number of PowerPoint slides that an offeror may use. However, the Government will not consider the PowerPoint slides to be standalone documents or evaluate that information except when used as visual aids to the presentation.
- When reviewing and evaluating the oral presentations and written information requested, the Government will not review any PowerPoint slide that was **not** projected and addressed during the presentation.
- What the presenters say will not take precedence over the information which appears on the PowerPoint slides.
- The production and use of an excessive number of PowerPoint slides may be detrimental to an offeror's presentation.
- **Offerors will not be allowed to change their presentation media and information after the closing date of the solicitation. The purpose of this restriction is to reassure offerors with regard to the integrity of the oral presentation process, and to ensure that all offerors had equal amount of time to prepare the substance of their presentation, whether they are the first to present or the last to present.**

(e) Clarification of the Oral Presentation Points. The Government may request clarification of any points addressed in the oral presentation or addressed in the offeror's written proposal which are unclear, and may ask for elaboration by the offeror within one week of completion of the presentation. The Government may require discussions to be conducted to enhance Government understanding of proposals; allow reasonable interpretation of the proposal; or facilitate the Government's evaluation process. Such communications shall not be used to cure proposal deficiencies or material omissions, materially alter the technical or cost elements of the proposal, and/or otherwise revise the proposal. If discussions are required, the government shall address each offeror's proposal in writing in accordance with Federal Acquisition Regulation 15.306.

(f) Videotaping

- The Government will videotape the presentation.
- Offerors are prohibited from videotaping, or otherwise recording, their own presentation when it is being given to the panel.
- The Government will provide the offeror with a copy of the videotape of its own presentation at the offeror's request and at the offeror's expense after contract award.

(g) Oral Presentation Content:

The offeror's presenters must demonstrate the offeror's understanding of the work that will be required under the prospective contract by addressing the following topics, in the order in which they are listed, in accordance with the following instructions:

- (1) Introduction. The presentation shall begin with the presenter's introduction of the company, the presenters and their positions, and a brief description of their company.
- (2) Scope of Work. An offeror's oral presentation must address the scope of work in the solicitation in the performance of the functions listed below:

Proof of Concept – Details the automation layout and demonstrates, through a detailed simulation, the rationale for their concept. The simulation shall include workload distribution through all sub-systems and all associated operational costs calculated on an individual prescription basis. The contractor shall be able to state the operational costs of processing throughput per prescription for each production area. The offeror shall provide simulations of each type of task station proposed through the system and demonstrate how each type of proposed task station ergonomically integrates into the APFS. The offeror shall detail the estimated recurring costs of ongoing and routine APFS maintenance annualized for no less than a two (2) year period, based on current values at the time of proposal. These costs include, but are not limited to, known contractor costs to maintain proprietary products.

Production System Solution Offered – discuss and expand upon the written information provided in your offer.

Automation System Solution Offered – discuss and expand upon the written information provided in your offer.

Implementation Plan – discuss and expand upon the written information provided in your offer regarding the following elements:

- Your approach for the simultaneous implementation of the program between the two facilities.
- Delivery and installation of contractor-furnished hardware and software.
- Discuss how the training of staff within the timeframe specified in the solicitation will be accomplished.
- Location, type and length of training to be provided.
- Your approach to be used for ensuring adherence to implementation plan.
- Discuss any additional elements of your implementation plan.

Quality Assurance Plan – discuss and expand upon the written information provided in your offer regarding the following elements:

- Methods to ensure continue quality assurance controls during manufacture, delivery and installation of the systems.

- Any management oversight, direct or indirect, that will be incorporated in your quality assurance plan
- Discuss any additional elements of your quality assurance plan

Oral presentations shall not include price or fee

E.11 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics,
Risk Management Team, Department of Veterans Affairs
810 Vermont Avenue, N.W.
Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management
811 Vermont Avenue, N.W.
Washington, DC 20420

**E.12 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES
INCORPORATED BY REFERENCE (JAN 2008)**

The following provisions or clauses incorporated by reference in this solicitation must be completed by the offeror or prospective contractor and submitted with the quotation or offer. Copies of these provisions or clauses are available on the Internet at the Web sites provided in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, or the clause at FAR 52.252-2, Clauses Incorporated by Reference. Copies may also be obtained from the contracting officer.

[Contracting officer shall list all FAR and 48 CFR Chapter 8 (VAAR) provisions and clauses incorporated by reference that must be completed by the offeror or prospective contractor and submitted with the quotation or offer.]

(End of Provision)