

**PERFORMANCE WORK STATEMENT (PWS)**

**DEPARTMENT OF VETERANS AFFAIRS**

**Veterans Health Administration (VHA)**

**Northern California Health Care System**

**Chico/Redding Outpatient Clinic**

**Project Title:**INITIAL OUTFITTING TRANSITION AND ACTIVATION SERVICES (IOT&A) IDIQ

**Project Number:**

**Date:**July 26, 2017

**PWS Version Number:**
4

**1. Objective**

The purpose of this acquisition is to provide the Department of Veterans Affairs, Veterans Health Administration (VHA) with Initial Outfitting, Transition, and Activation (IOT&A) services for the Northern California Health Care System. The Chico, CA. and Redding, CA. Community Based Outpatient Clinics (OPC) are existing OPCs and will be replaced with new furniture, fixtures and equipment. The objective is to have the IOT&A project complete by first day of clinical services, projected for Chico to be June 2019, and for Redding November 2020. The North American Industry Classification System (NAICS) code for these services is 541614, Process, Physical Distribution, and Logistics Consulting Services.

**2. Introduction**

A National Activations Office (NAO) was approved by the Under Secretary of Health in Fiscal Year 2012 to serve as a focal point for VHA medical facility activations. Activation is defined as the process of identifying, planning, managing, and executing the logistical and operational requirements to bring a new medical center into full planned operations.  The medical center assigns VHA staff to an Activation Team which is responsible for managing the Activation Project and ensuring the medical center is in full planned operations on Day One (the first day clinical services are scheduled to be available to Veterans). Contractor services are often required to support the medical center's Activation Team.

**3. Background**

The new Chico OPC is a 42,000 net usable square foot (NUSF) outpatient care leased facility to replace the current lease for the Chico Outpatient Clinic at 280,250, and 254 Cohasset Rd, Chico, CA 95926. The new location will be located at 2000 Concord Avenue, Chico, CA 95928. The current location is significantly undersized and spread between three geographically separated leased locations within a strip mall. It does not meet physical security design, seismic, nor PACT requirements and has zero room for growth. Services include Primary Care, Mental Health Care, Dental, Ancillary Support and other Specialties.

The Redding OPC project is a 77,000 NUSF leased facility which will replace the main clinic at 351 Hartnell Avenue, Redding, CA 96002 and a small administrative lease at 2888 Eureka Way, Redding, CA 96001 totaling 43,272 NUSF. The new facility will increase space to accommodate a PACT designed Primary care Mental Health Integrated Program, Ancillary, Multiple Medical and Surgical Specialties, Homeless, and Urgent Care. The new Redding facility location will be determined at time of lease award. Location will be within the Redding city limits.

**4. Scope**

Conduct all necessary Planning, Initial Outfitting, Transition, and Activation (OIT&A) activities in accordance with the PWS. The Contractor shall provide professional services to include all labor, materials, transportation, and equipment to conduct and provide IOT&A support services to accomplish the PWS tasks. The scope includes project support for planning, outfitting, and transitioning the staff and patients associated with healthcare construction projects during FY17 through FY22. The scope of this services acquisition includes compatible comprehensive project management, comprehensive interior design development, comprehensive equipment planning, acquisition support services, transition and relocation services, receipt, storage and warehousing of new and existing equipment; installation (non-construction related integration), technical inspection, and training/simulation for equipment/systems, meeting facilitation services, technical request for information assistance, information technology installation, assembly and other IT related services, biomedical services and final turnover, closeout and post–occupancy evaluations for identified construction projects.

**5. Applicable Documents**

Applicable documents are listed below. Additional documents may be listed in individual Task Orders. Contractor shall use the most current versions of all applicable documents listed below.

1. 44 U.S.C. § 3541, “Federal Information Security Management Act (FISMA) of 2002”
2. Federal Information Processing Standards (FIPS) Publication 140-2, “Security Requirements For Cryptographic Modules”
3. FIPS Pub 201, “Personal Identity Verification of Federal Employees and Contractors,” March 2006
4. 5 U.S.C. § 552a, as amended, “The Privacy Act of 1974”
5. Public Law 109-461, Veterans Benefits, Health Care, and Information Technology Act of 2006, title IX Information Security Matters
6. 42 U.S.C. § 2000d “Title VI of the Civil Rights Act of 1964”
7. Department of Veterans Affairs (VA) Directive 0710 Personnel Security and Suitability Program dated May 18, 2007 (https://www.voa.va.gov/)
8. Department of Veterans Affairs (VA) Directive 6102 (Internet/Intranet Services) (https://www.voa.va.gov/)
9. Department of Veterans Affairs (VA) Handbook 6102 (Internet/Intranet Services) (https://www.voa.va.gov/)
10. Health Insurance Portability and Accountability Act (HIPAA); 45 CFR Part 160, 162, and 164; Health Insurance Reform: Security Standards; Final Rule dated February 20, 2003
11. VHA Security Handbook 1600.01, Business Associate Agreements (https://www.voa.va.gov/)
12. 36 C.F.R. Part 1194 “Electronic and Information Technology Accessibility Standards,” July 1, 2003
13. Office of Management and Budget Circular A-130, “Management of Federal Information Resources’, November 28, 2000
14. U.S.C. Section 552a, as amended
15. Title 32 CFR 199, “Civilian Health and Medical Program of the Uniformed Services (CHAMPUS)”
16. An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule, October 2008
17. Sections 504 and 508 of the Rehabilitation Act (29 U.S.C. Section § 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998
18. Homeland Security Presidential Directive (12) (HSPD-12), August 27, 2004
19. Department of Veterans Affairs (VA) Directive 6500, “Managing Information Security Risk: VA Information Security Program,” September 20, , 2012
20. VA Handbook 6500, “Risk Management Framework for VA Information Systems – Tier 3: VA Information Security Program,” March 10, 2015
21. VA Handbook 6500.1, “Electronic Media Sanitization,” March 22, 2010.
22. VA Handbook 6500.2, “Management of Data Breaches Involving Sensitive Personal Information (SPI)”, January 6, 2012
23. VA Handbook 6500.3, “ASSESSMENT, AUTHORIZATION, AND CONTINUOUS MONITORING OF VA INFORMATION SYSTEMS,” February 3, 2014.
24. VA Handbook, 6500.5, Incorporating Security and Privacy in System Development Lifecycle,” March 22, 2010
25. VA Handbook 6500.6, “Contract Security,” March 12, 2010
26. Federal Travel Regulation (FTR) (www.gsa.gov/federaltravelregulation)
27. VA Directive 6508, Implementation of Privacy Threshold Analysis and Privacy Impact Assessment, October 15, 2014
28. VA Handbook, 6300.1, Records Management Procedures, March 24, 2010

CC. VA Handbook 7002/1 Logistics Management Procedures

1. VHA DIRECTIVE 1761(1)/Supply Chain Inventory Management
2. Medical Device Isolation Architecture (MDIA) 2015 Guidance, Version 7.0
3. VA Directive 6404, VA Systems Inventory (VASI)

GG. HISD Medical Device Protection Program (MDPP) National Cyber Security Risk Assessment for VHA Networked Medical Devices, Version 2.1

1. ANSI/EIA/TIA 568B Commercial Building Telecommunications Wiring Standard
2. VA 6500 Information Security Handbook
3. VA Handbook, 0730/4, Security and Law Enforcement, March 29, 2013

 U.S. Department Of Veterans Affairs, Office of Construction & Facilities Management, Physical Security Design Manual for Life-Safety Protected Facilities, January 2015

1. U.S. Department Of Veterans Affairs, Office of Construction & Facilities Management, Physical Security Design Manual for Mission Critical Facilities, January 2015
2. MIL-STD-1691 Construction and Material Schedule for Military Medical, Dental, Veterinary and Medical Research Laboratories, December 1, 2016 (<https://ms1691.facilities.health.mil/milstd1691/#/>)
3. 44 U.S.C chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.
4. Americans with Disabilities Act (ADA) and Architectural Barriers Act (ABA) Accessibility Guidelines
5. Mental Health Environment of Care Checklist (MHEOCC), July 2015
6. VA-Space and Equipment Planning System (VA-SEPS)
7. VA Technical Information Library (TIL)
8. VA Master Specifications (PG-18-1)
9. California Building Standards Code; January 1, 2017
10. VA Signage Design Guide <https://downloads.va.gov/files/CFM-TIL/signs/>

**6. Contract Type**

A single award Indefinite Delivery/Indefinite Quantity (IDIQ) Contract will be awarded for performance-based services. Task Orders will be awarded individually using either a Performance Work Statements (PWS) or Statement of Objectives (SOO). This IDIQ is a 100% Service Disabled Veteran Owned Small Business (SDVOSB) set-aside under FAR Parts under 12, 13 and 37.

 **6.1 Pricing**

The deliverables described associated with the tasks below as predefined are specific in nature. Individual Task Orders may encompass more than one specific requirement listed below. Tasks and Deliverables will be priced at the Task Order level using the Labor and Labor Rates Matrix. The Government makes no guarantee that all tasks or deliverables will be ordered throughout the ordering period. Deliverables are not mutually exclusive to one specific Task.  A Deliverable may be required across multiple tasks. Any deliverables identified as Other Direct Costs (ODCs) will be proposed on an at cost basis. Not-to-exceed travel costs will be included as determined necessary.

**7. Non-Personal Services**

In accordance with FAR 37.104 and 5 U.S.C. 3109, this requirement has been determined to be a non-personal services contract.  A non-personal services contract is a contract under which the Contractor personnel providing the services are not subject to continuous government supervision and or control, either by the contract's terms or by the manner of its administration.

**8. Organizational Conflict of Interest**

Per FAR Subpart 9.5, Organizational Conflict of Interest, due to the requirement of the contractor providing acquisition support services for Furniture Fixtures and Equipment (FF&E) and the possibility that any FF&E may be available through the prime contractor or its subcontractors, which may be regarded as a potential conflict of interest as seen by the contracting officer, neither the prime contractor nor its subcontractors or consultants may participate as an offeror, subcontractor, or consultant on any procurement of FF&E conducted by the prime contractor or its subcontractors/consultants under this contract.

**9. Period of Performance**

This IDIQ contract will have a maximum ordering period of 5 years from date of award. A specific period of performance will be set under each individual Task Order.

**10. Location and Hours of Work**

This PWS requires work to be performed at 2000 Concord Avenue, Chico, CA 95928 and the Redding location will be determined at time of lease award (location will be within the Redding city limits) or an alternate work site (i.e., the warehouse, old clinic space, mobile trailer or offsite office space to be provided by the contractor). Normal workdays are Monday through Friday except US Federal Holidays. Typical work days are eight (8) hours per day, 40 hours per week. Core hours of work are from 0800 to 1630 daily. All contract employees are expected to be available during core hours. Work shall not take place after normal working hours, on weekends, or on Federal holidays unless specified at the Task Order level. Some weekend hours are expected (i.e, inventory services).

There are ten (10) Federal holidays set by law (USC Title 5 Section 6103) that the Department of Veterans Affairs follows:

Six (6) Federal holidays are set by day of the week and month:

(1) Martin Luther King's Birthday - Third Monday in January

(2) Washington's Birthday - Third Monday in February

(3) Memorial Day - Last Monday in May

(4) Labor Day - First Monday in September

(5) Columbus Day - Second Monday in October

(6) Thanksgiving - Fourth Thursday in November

Four (4) Federal holidays are set by date.  If any of these dates fall on a Saturday, the Friday before shall be observed as a holiday.  If any of these dates fall on a Sunday, the following Monday shall be observed as a holiday.

(1) New Year's Day - January 1st

(2) Independence Day - July 4th

(3) Veterans Day - November 11th

(4) Christmas Day - December 25th

**11. Travel**

Travel shall be in accordance with individual Task Order requirements. Cost reimbursable-not to exceed (NTE) travel will be funded at the Task Order level. The Government will reimburse the cost of travel required. Reimbursement for travel is limited to that required in the performance of the contract. All travel shall be in accordance with the Federal Travel Regulations (FTR). Local travel, within a 50-mile radius from the place of performance or the relocation of contractor personnel from other geographic areas for the purpose of staffing a task order is considered the cost of doing business and is not subject to reimbursement. The Government will not pay travel charges for travel to and from the Contractor employee’s home and government office or to and from one company building to another. Travel beyond a 50-mile radius of the Contractor’s facility are authorized for reimbursement on a case-by-case basis and must be pre-approved by the Contracting Officer’s Representative (COR) via the Travel Authorization Request (Attachment B). Travel costs subject to reimbursement are limited to travel occurring at the direction of the Government, performed in conjunction with a specific requirement for a trip authorized in the Task Order. Travel shall be reflected on the Task Order as a separate, reimbursable line item with a NTE total expenditure. Travel will be requested, approved, and reimbursed in accordance with the Task Order.

The contractor must obtain written approval from the VA COR BEFORE any travel begins, utilizing the Travel Authorization Request (Attachment B). Travel and per diem expenses will be reimbursed on an actual expenditures basis in accordance with Federal Travel Regulations and FAR 31.205-46. Travel that occurs without written pre-approval will not be reimbursed. The contractor must use Attachment B - Travel Authorization Request for travel pre-approval. Other documents or e-mails will not be accepted as pre-approval.

In order to be reimbursed for travel, the contractor shall submit supporting documentation as required by FTR with invoices. FTR requires for any temporary travel destination you must provide a receipt to substantiate your claimed travel expenses for lodging and a receipt for any authorized expenses costing over $75. (FTR 301-11.25). Expenses for subsistence and lodging will be reimbursed to the contractor only to the extent where an overnight stay is necessary and authorized by FTR in effect at the time of the stay for the specific location. Approval for rental vehicles is discouraged and will be approved on an individual basis. Additional information can be found at: <http://www.gsa.gov/ftr>.

The total estimated number of trips, anticipated locations, and estimated duration of trips will be detailed in support of individual Task Order requirements as provided in the table below:

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| --- | --- | --- | --- |
| Destination | Approximate Number of Trips Per Period of Performance | Approximate Number of Contractor Personnel Required Per Trip | Approximate Number of Days Per Trip |
| TBD at TO level | TBD at TO level | TBD at TO level | TBD at TO level |
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**12. Contractor Personnel, Disciplines, and Specialties**

The Contractor shall provide the necessary qualified personnel, materials, resources, and infrastructure to manage, perform, and administer the contract. The Contractor shall accomplish the assigned work by employing and utilizing the identified key personnel with appropriate combinations of education, training, and experience as well other identified personnel with education and experience appropriate for the task assigned.

**12.1 Key Personnel**

The personnel identified herein are considered essential to the work being performed. In the event changes to key personnel are required during the performance of this contract, replacement key personnel must meet or exceed the experience and qualifications of the individual the contractor included in its proposal submittal. Prior to substituting, removing, replacing, or diverting any key personnel, the Contractor shall notify the Contracting Officer 10 working days in advance. The Contractor shall submit to the Contracting Officer the resume of the replacing individual that demonstrates skills and background at least equivalent to those of the individual the Contractor included in its proposal. The Contracting Officer will evaluate the replacing person's resume to determine the experience and qualifications of the replacement are equal or exceed those of the person's resume submitted with the contractor's proposal for that position.

For the purposes of this contract, key personnel are listed below with minimum qualifications as identified in the solicitation:

1. Project Manager (on site as required per Task Order)
	* Certified PMP (Project Management Professional to be certified within 6 months of contract award)
	* Experience in activating healthcare facilities
		+ Federal healthcare facility activation experience preferred
		+ VA healthcare facility activation experience preferred
2. Senior Transition Planner
	* Federal healthcare experience
	* Experience in activating healthcare facilities preferred
3. Senior Designer
	* Experience in healthcare facility design
	* NCIDQ (National Council for Interior Design Qualification) Certification
4. Senior Acquisition Specialist
	* Experience developing procurement packages for federal projects
		+ Experience with federal healthcare facility activation projects preferred
		+ VHA acquisition experience preferred
5. Warehouse Supervisor
	* Experience warehousing in a healthcare environment
	1. **Employee Identification**

All contractor employees working at a Government facility shall wear company Identification and/or Government issued identification to distinguish themselves as contractor personnel. When conversing with Government personnel during business meetings and over the telephone, contractor employees shall identify themselves as such. Where practicable, contractor employees occupying space within a Government facility should identify their workspace area with their name and company affiliation.

**12.3 Conduct of Personnel**

The Contracting Officer may require the Contractor to remove from the job site any employee working under this contract for reasons of misconduct, security violations, or found to be or suspected to be under the influence of alcohol, drugs, or other incapacitating agents. Contractor employees shall be subject to dismissal from the premises upon determination by the Contracting Officer that such action is in the best interests of the Government. Such removal from the job site or dismissal from the premises shall not relieve the Contractor of the requirement to provide sufficient personnel to perform the services as required by this contract.

**13. Specific Tasks**

**13.1. General**

Each project requires a multi-disciplinary team that may include transition planning, medical equipment planning, clinical expertise, logistical planning, architectural, interior design, and information management/information technology (IM/IT) services for the Northern California Health Care System. Each project will be clearly defined at the Task Order level along with specific tasks and deliverables.

The Predefined and Undefined tasks described below do not encompass all potential tasks that may be included at the Task Order level. Undefined tasks may be identified at the task order level that are determined to be within the IDIQ Scope of Work.

The Government activation team will schedule a Kick-Off teleconference for this IDIQ to include the Contractor, key stakeholders and subject matter experts (SMEs), Program Managers, Contracting Officer Representative (COR) and the Contracting Officer (CO) within seven calendar days after IDIQ award or as agreed upon between the CO and the Contractor. The COR and CO shall coordinate dates, agenda (provided to all attendees prior to the meeting) and meeting minutes (provided to all attendees within three calendar days of the meeting). At the Kick-Off meeting, the Government will summarize anticipated number and type of task orders to be issued, IDIQ ordering guidelines, administrative functions (i.e., security background process, reporting, COR responsibilities, invoicing, deliverable submission process), and discuss IDIQ/Task Order expectations. The Contractor shall be prepared to present the details of the intended approach, work plan, and project schedule, as well as make personnel introductions and have the opportunity to clarify IDIQ/Task Order requirements and expectations. The initial Kick-Off teleconference will cover the IDIQ requirements as well as any Task Orders awarded concurrently. The Contractor will be responsible for coordinating kick-Off teleconferences or on-site meetings for each subsequent Task Order awarded under this IDIQ.

**13.1.1. Predefined Tasks/Deliverables**

The deliverables described associated with the tasks below as predefined are specific in nature. Individual Task Orders may encompass more than one specific requirement listed below. Tasks with identified pre-priced deliverables will be ordered at the fixed price identified in the IDIQ at the task order level. The Government makes no guarantee that all tasks or deliverables will be ordered throughout the ordering period. Deliverables are not mutually exclusive to one specific Task. A Deliverable may be required across multiple tasks. Any deliverables identified as Other Direct Costs (ODCs) will be proposed on an at cost basis. Not-to-exceed travel costs will be included as determined necessary.

**13.1.2. Undefined Tasks/Deliverables**

Individual Task Orders may encompass more than one Undefined Task/Deliverable. The details for Undefined Tasks/Deliverables will be provided for in the Task Order requirements. These tasks/deliverables are not mutually exclusive and may apply across multiple requirements. To facilitate the award of Task Orders under this section, the Government will issue a Request for Quotation (RFQ) that will include a detailed PWS or SOO with specific tasks and deliverables. The RFQ will require the contractor to provide the appropriate labor mix of labor categories and labor hours awarded in this IDIQ under the Labor and Labor Rates Matrix. The result of the labor mix will be a firm-fixed price Task Order award.

**13.2. Description of Services**

**13.2.1. Comprehensive Project Management Support Services**

Provide all comprehensive Preplanning and Activation Project Management Services integral to the execution of tasks ensuring effective, efficient, and timely completion of contracted services. The Contractor shall utilize Project Management Institute (PMI) best practices to manage cost, schedule, quality, risk and resources. The Project Manager shall not be reassigned without notification to the Contracting Officer. The Project Manager must be on site as required per Task Order and lead on all design meetings, user group meetings, executive briefs, installation activities and project closeout.

Services may include the preparation of various professional reports and presentations, including verbal, graphic, slides, and photographs of projects. Any additional and specific task(s) associated with this type of work will be identified and qualified in each individual task order.

* Develop Activation Project Schedule (APS)
* Develop IT Project Schedule and integrate with the APS schedule
* Develop the Activation Integrated Master Schedule (AIMS)
* Facilitate and/or document initial User Group Meetings to develop activation FF&E requirements
	+ - May include FF&E requirements with the design/build RFP/RFQ
* Facilitate and/or document final User Group Meetings to finalize activation FF&E requirements
* Develop the Activation Project Management Plan
* Maintain the Furniture, Fixtures and Equipment (FF&E) list

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| Deliverable # | Deliverables | Description |
| 001 | Activation Project Schedule | Contractor shall develop and update a detailed activation project schedule. The Activation Project Schedule shall track all major milestones to demonstrate effective management and execution of the project by the Contractor, illustrate timely performance, and identifies delays or potential delays to the project. The Activation Project Schedule shall include dates from the construction schedule through Day One, and project closeout. The schedule shall identify key tasks, start and completion dates, duration of tasks to be completed by the Contractor to satisfy the requirements of the PWS. The Contractor shall annotate any schedule deviations in monthly updates. |
| 002 | Activation Integrated Master Schedule (AIMS) | The AIMS shall be a color coded, time-lined graphic which marks the start and end dates of major element or sub-element milestones/gateway of construction which may impact the start, duration, or completion date of scheduled IOT&A tasks, shows major start and end dates of milestone/gateway events for purchased items, shows scheduled activities in activating or approving building systems and support contracts, and shows IOT&A events which may be impacted by schedule acceleration or slippage by others. A complete AIMS will include and demonstrate all construction milestone/gateway dependencies with both Government and Contractor IOT&A-related processes from contract award to the completion of the contract itself. The AIMS will include both OPC projects.  |
| 003 | Task Order Schedule | The Contractor shall develop and maintain a Task Order schedule for each Task Order throughout the duration of the Task Order ensuring that it is up-to-date to reflect current status. The task order schedule at a minimum should track all major milestone actions to demonstrate effective management and execution of the project to ensure that the Contractor is on schedule and identify any potential delays specific to the IOT&A Contract. The Task Order schedule is not the Activation Integrated Master Schedule (AIMS); it is an IOT&A contract level schedule that reflects the detail and milestones/gateways that the Contractor must meet to ensure effective and on-time execution of the IOT&A specific tasks. |
| 004 | Project Phasing and Staffing Mobilization Plan | The Contractor shall submit in conjunction with the AIMS a Project Phasing and Staffing Mobilization Plan. The Plan shall identify the number and types of positions that are recommended for hire and/or transfer from existing facility to staff the new facility. VA staffing requirements can be located at <http://vaww.va.gov/ohrm/HRLibrary/Dir-Policy.htm>. The plan shall be submitted with each stage of the AIMS submissions. |
| 005 | IO Equipment Scheduling, Installation & Activation/Qualification Maintenance Plan | The Contractor shall develop and maintain an Initial Outfitting (IO) Equipment Scheduling and Installation and Maintenance Plan incorporating factors identified in the IO Procurement Plan, Transition Plan, and AIMS to ensure full coordination of activities ensuring that the information updated to reflect status and changes as they occur throughout the life of the project. The IO Equipment Scheduling and Installation Plan shall also include a maintenance and certification plan. The Equipment Installation Plan shall include execution and documentation of the Equipment Installation (to include facilities validation), Equipment Operations, and the Process Operation/Validation. |
| 006 | Subcontractor Management Plan | The Contractor shall submit in conjunction with the AIMS a Subcontract Management Plan. The plan shall establish the Contractor’s approach to the utilization, incorporation of subcontracts supporting the Contract, including at a minimum, their assignments/role(s) organized by project phase such transition services, activation, and turnover. The plan shall be submitted with each stage of the AIMS submissions. |
| 007 | Integrated Staff “Faces and Spaces” Program | The contractor shall provide a program which identifies personnel, service, equipment, and location which is flexible to location and changes for the existing location in transition to the new location. The contractor shall use the program to create a move plan and identify any special characteristics of the space. |
| 008 | Transition Plan | The Contractor shall develop and maintain a transition plan for each Task Order ensuring that it is updated to reflect the current status and changes as they occur throughout the life of the project. The Transition Plan at a minimum should address all major actions necessary for successful completion of project or as described in the task order. |

**13.2.2 Project Plans, Schedules, and Reports**

The Contractor shall support the Northern California Chico/Redding Activation Teams planning, scheduling, and reporting requirements.  The Contractor is responsible for developing an Activation Project Management Plan which includes significant task details, critical path information, responsibilities, and costs. The Contractor is also responsible for developing an Activation Integrated Master Plan/Schedule (AIMS) which integrates activation activities with the information technology project/schedule, and the construction project/schedule.

In managing the Activation Project Schedule (APS) and Activation Integrated Master Project Schedule (AIMS), the Contractor shall advise the Government of suspense dates that need to be met by the Government and/or Government Contractors to ensure on-time execution such as, but not limited to, delivery dates for items purchased by the Government, information that the Contractor needs from the Government to complete the requirements of this PWS, and certain AIMS milestone dates. The Contractor is responsible for tracking these dates and keeping the parties informed. However, the Contractor is not responsible for enforcing dates or ensuring work is completed on schedule to the extent the dates and/or work are not a requirement of the Contractor as described herein. The Contractor shall report in a timely manner any schedule deviations to the Activation Team, CO and COR. Upon the Government's acceptance of the schedule deviation, the Contractor shall prepare and submit for approval a revised Master Project Schedule.

In the event a schedule deviation impacts the period of performance of this contract, the Contractor shall provide in writing to the Contracting Officer the reason for the delay, associated points of contact, and a request for extension. Extension requests must detail the amount of additional time required and are not automatically granted.

The Contractor shall document lessons learned throughout the project in the monthly status report. The contractor shall prepare a summary of lessons learned at the conclusion of the project.

Project schedules, project reports, and plans shall be posted on the Contractor's SharePoint-like site. Schedules project reports shall be updated monthly to reflect all schedule changes since the last published schedule. Plans shall be updated as required. Updating shall be completed monthly and the revised schedules and updated reports posted on the SharePoint-like site by the second Wednesday of each month, unless otherwise agreed upon by the COR. Schedule updating may be required at more frequent intervals during times of heightened or time-sensitive contract activities. Revisions to schedules since the last update shall be clearly identified. In addition, electronic copies of the schedule, detailing schedule updates shall be submitted to the VA COR via email.

The Contractor shall provide digital copies of all final project schedules, reports, and plans on disc (or other agreed upon delivery method) at the conclusion of the project to the CO and the COR.

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| Deliverable # | Deliverables | Description |
| 009 | Monthly Project Status Report | The Monthly Project Status report shall give an overview of the progression of the project and describe the work completed during the reporting/billing period. The report shall include status of milestone items in the master project schedule, discuss moderate to high risk items, and a summary of meetings attended. The report shall discuss any “lessons learned” during the reporting/billing period. The Monthly Project Status Report shall correlate to and be submitted with the monthly invoice. The report shall cover the same time period as the invoice |
| 010 | Activation Project Management Plan | The Contractor shall develop and maintain a Project Management Plan addressing the main knowledge areas as defined in the Project Management Body of Knowledge (PMBOK) as they apply to each specific Task Order. The Contractor’s PMP shall outline the Contractor’s execution plan with milestone schedules for performance of all work required under each task order.The plan shall define the roles, responsibilities, and accountabilities expected of key stakeholders required in the delivery of detailed tasks and milestones. These roles and responsibilities are not limited to the Contractor and include expectations of those outside the control of the Contractor to include medical facility staff, government agencies, and other contractors. The PMP will assess risks, constraints, and uncertainties defined early in project requiring mitigation strategies for success. |
| 011 | Risk Management Plan | The Contractor shall submit a Risk Management Plan. The plan shall include an itemized listing of project-specific risks, challenges and perceived problems that are anticipated to threaten the project. Risks identified shall include probability of occurrence, and level of impact. With each issue specified, the contractor shall list their proposed solution to mitigate or resolve the risk/challenge/problem. The plan shall cover all phases of the work. When identifying risks/solutions the Contractor should consider items in areas that may cause the project to: 1) not be completed on time. Proposed execution schedule will be evaluated as part of the technical factor; 2) not finish within budget; 3) generate change orders; 4) result in owner dissatisfaction; 5) result in poor quality of services; and/or 6) any other areas identified by the IOT&A Contractor. Risk Management should be a regular coordination meeting agenda item to ensure Risks are being managed per the RMP. The RMP shall be updated as additional risks are identified through coordination meetings or day to day project execution. |

**13.2.3 SharePoint-like Site for Information Sharing**

The Contractor shall maintain and develop a SharePoint-like site for project documentation and information sharing. All project documentation shall be posted on a searchable SharePoint-like website for information sharing and project documentation. Documents shall be compatible with systems utilized by the medical facility and easily accessible with files downloadable by all parties. The database shall meet "for official use only" (FOUO) and sensitive but unclassified information handling requirements.

The SharePoint-like site shall be organized in a logical manner. Deliverables shall be clearly identified as either submittals for review or final versions that have been approved by the Government. When applicable, revisions shall be clearly marked with the revision number and date.

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| Deliverable # | Deliverables | Description |
| 012 | SharePoint-like Site for Information Sharing | Develop and maintain a SharePoint-like site for information sharing amongst all key stakeholders. The site shall be organized in a logical manner |

**13.2.4. Comprehensive Interior Design, and Space Planning Services**

Provide comprehensive interior design (CID) services or coordination of CID services, ensuring incorporation of evidence-based healthcare concepts. FF&E must complement any interior packages developed by the Architect/Engineer firm associated with the construction project and/or the healthcare facility’s standards as provided by the Government. The Contractor may be required to identify FF&E to purchase, receive and install FF&E and visual arts and/or inventory, uninstall, pack, transport and reinstall existing FF&E and visual arts in the healthcare facility’s current inventory identified for reuse in the new facility following approval by the COR. Design support services include developing a basis of design for the FF&E, laying in FF&E for each work area on floor plans, design reviews, developing 3D designs of space with FF&E, and preparing cut sheets for FF&E and artwork.

The Northern California Health Care System is currently utilizing Attainia software (license provided by the Government for use by the IOT&A Contractor) to manage its FF&E for this activation project. The site is in the process of validating FF&E (room content list) for this project. “Validating” in the sense means a generic item has been identified by a specific manufacturer and model has not yet been identified.

The Northern California Health Care System (through Attainia Contractor support) will validate in the Attainia database clinical equipment to 95% to generic make/model. IOT&A Contractor will develop the Attainia list to the Approved phase. “Approve” in this sense means the manufacturer and model has been selected, to include the salient characteristics of the item. The IOT&A Contractor will be responsible for finalizing furniture, fixtures, and artwork with end users with the purpose of moving the items from “validated” to “approved” in the Attainia database. The IOT&A Contract shall upload and update the Attainia database. The IOT&A Contractor shall coordinate with the Attainia Contractor for database training for project maintenance. See Attachment K FF&E Responsibility Matrix and Attachment C1 and C2 – FF&E List.

The IOT&A Contractor will be responsible for identifying salient characteristics for all FF&E with the end users and for recording in the Attainia database. This also ties in to the acquisition support services required under this PWS as the end-user identified salient characteristics will be included in “brand name or equal” procurement packages. A completed Justification and Approval (J&A) form will be required to be included in any procurement packages for any items that require a specific manufacturer or model.

The Contractor shall develop the initial design based upon the FF&E list (Attachment C1 and C2). The contractor will lay into the drawings provided by the VA all the FF&E based upon the equipment list and program for design information. The drawings provided by VA may be limited to walls and mechanical, electrical, and plumbing (MEP) locations. Upon completion of the Contractor's initial design (to include all furniture, equipment, medical equipment, artwork, desktop technology equipment, copiers, printers, fax machines, etc.) the Contractor shall review for code and work flow efficiency. In addition, the Contractor shall call out in each room all utility conflicts and recommended resolutions. Items shall be color-coded on the drawings (i.e. reuse = red, construction contractor provided = black, IOT&A installed = blue) for easy identification.

After the initial layouts have been completed, the Contractor shall send the drawings and room equipment lists to the COR for government review and comment. The Government will have 14 days to review and comment and will return the drawings to the Contractor to update.

User group meetings shall be scheduled approximately seven days after the Government provides the Contractor its comments to the initial design. At the user group meetings, the Contractor and Government stakeholders will go through each room and discuss the layout and equipment designed in each room. The IOT&A Contractor shall advise the Attainia POC to attend and participate in these meetings. Any corrections will be made at this meeting along with an update of salient characteristics for the FF&E so that the Basis of Design can be completed. Estimation is one day charrettes for each department. Once completed, a sign-off from the COR will close the effort.

The contractor shall verify the as-designed MEP will support the new design and identify any potential issues related to required utilities for planned FF&E. The contractor shall verify the design meets with applicable state, local, and federal requirements (e.g. ADA, Building Codes, NFPA 101,etc.). The Contractor shall notify the COR of any discrepancies. A gap analysis will be performed where discrepancies are identified between Concept of Operations (CONOPS), requirements, and infrastructure provided in accordance with the construction documents, with facilitation towards workable solutions. The Contractor shall develop finish selections to complement the interior design package provided by the Government. These selections shall be presented in a finalized color board.

The Contractor shall develop the artwork package. Artwork involves a detailed design process which includes selection of the artwork, sizing, and placement. Each piece of art shall be matted and framed. The design shall include the selection of the artwork, matting, glazing, and framing. Each piece of art shall be individually placed and mounted using approved security mounting. The design effort shall consider all types of artwork to include, but not limited to, donated art, recognition walls, purchased art, commissioned art, original art, installation/security, and matting/framing. Each piece of art should only be used once in the facility. The Contractor shall provide an artwork placement plan and artwork cut sheets.

The Contractor shall present at a minimum two complete design submittals prior to sign-off by the Government.

The Contractor shall provide cut sheets for all FF&E items. The Contractor will be required to update the cut sheets as appropriate if options and accessories change the provided cut sheet and/or change design requirements. The Contractor shall utilize Space, Equipment, and Planning System (VA-SEPS) Joint Service Number (JSN) nomenclature in accordance with the VA BIM Guide (available at www.cfm.va.gov/til/bim/BIMGuide/modreq.htm) for all unique ID numbering. The cut sheets shall identify the basis of design item and shall show appropriate VA-SEPS JSNs. New JSN requests and JSN searches can be conducted at [https://ms1691.facilities.health.mil/milstd1691/#/](#/).

The Contractor shall develop a ROM to include estimated costs for storage, delivery, and installation. The Contractor shall develop a Warranty Management Plan for FF&E items. Specific task(s) associated with this type of work will be identified and qualified in each individual task order.

* Validate design documents against room-by-room equipment lists
* Validate the rooms as designed to accommodate specified equipment
* Evaluate clinical workflow
* Provide interior design services
* Provide wayfinding/signage design services
* Provide mockup services
	+ Verify compliance with applicable accessibility and building code regulations

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| Deliverable # | Deliverables | Description |
| 013 | FF&E Cut Sheets | Cut Sheets shall include a photo of the item and the specifications, instructions, dimensions, etc., that apply that specific item. Cut sheet information shall be specific enough to convey information to the VA as they will need to purchase and install the product. Contractor shall prioritize cut sheets for long lead-time items.  |
| 014 | Artwork Cut Sheets | Artwork Cut Sheets shall include the following information:1) Job name, number, location, and date2) The title of the artwork and the artist’s name, manufacturer (if applicable), item number, size and room number it is to be placed3) A picture of the proposed artwork in color. If the piece is recommended or commissioned, provide a picture or brochure showing the commissioned artist’s work.4) Frame description and sample  |
| 015 | Design Review Report | The Design Review Report documents the contractors review of the as-designed mechanical, electrical, plumbing (MEP) to verify the building as designed will support the planned FF&E. The report shall document the Contractor’s gap analysis where discrepancies were identified between CONOPS, requirements and facility as designed, to include recommendations for workable solutions. The report shall also document the Contractor’s review of the space layout plan to verify planned placement of FF&E meets with applicable state, local and federal requirements (e.g., ADA, fire codes) |
| 016 | FF&E Layouts | Space plans showing FF&E placement. FF&E layouts are to be used for user group meetings, to assist in the validation of the FF&E, and to facilitate outfitting. Finalized FF&E layouts are by room are to be affixed to each room (on the door or other prominent location) to facilitate installation, inspection, and acceptance. Each layout shall identify the applicable location/room |
| 017 | 3-Dimensional Design Renditions | 3D design renditions of FF&E items and 3D renditions of FF&E items within planned paces using SketchUp, Revit, AutoCAD, or other similar program agreed upon between the Contractor and the VA Interior Designer |
| 018 | Artwork Placement Plan | The Artwork Placement Plan shall identify each piece of artwork and the planned location of each piece/composition of pieces. When applicable, the plan shall identify any unique mounting or other requirements/considerations for the piece(s). |
| 019 | Design Submittal 1 | Design submittal 1 shall include:1) AutoCad drawing showing all FF&E in the space to scale and the MEP locations2) Cut Sheets for all FF&E for basis of design3) Room by room list by department |
| 020 | Design Submittal 2 | Design submittal 2 shall include:1) AutoCad drawing showing updated FF&E in the space to scale and MEP locations2) 3D model of activation space3) Updated final cut sheets for FF&E and artwork |
| 021 | Master Key Plan | Identify Master Key plan to include door/furniture cores and electronic and mechanical access control devices. The plan should include an assessment of compliance with applicable Homeland Security and VA security requirements.1) Based upon security design requirements for access control 2) Security access control plan. Key plan and access control plan should be based on security design requirements for access control: Dept. of Veterans Affairs Physical Security Design Manual, January 2015, Section 10.2.3) Plan, execute QA, & integrate into legacy system4) Hard key vs. prox access: PIV scramble pads will be utilized for all exterior doors and common hallways. Individual services relocating to the new facility will retain service masters and sub-service master keys. 5) Must work into the plan consideration for NRM projects, minors and other major construction projects/leases, to avoid any over usage of staff |
| 022 | Room-by-Room Master Equipment List (MEL) | The Room-by-Room MEL identifies all items listed by room. The MEL shall include reuse when applicable. The MEL shall be web-based during the project with MEL delivered on a disc at project completion |
| 023 | Updated Drawings | After all reviews are completed, the Contractor shall provide the final updated documents to the Government. A copy of the Revit Model is to be included as part of tis submittal. Floor plans re to be submitted in PDF and AutoCAD format |
| 024 | Signage & Way-Finding Plan | The Signage & Way-Finding Plan shall identify each type of sign and the planned location. When applicable, the plan shall identify any unique mounting or other requirements/considerations for the piece(s). The Way-Finding Plan shall be coordinated with the Artwork Plan. Location and types of signs are to be shows on the 3-D renderings of the clinics.  |

**13.2.5 Comprehensive Furniture, Fixtures, and Equipment (FF&E) Planning Support**

Provide comprehensive services to support the planning, specification, procurement, tracking, shipping, warehousing, installation, inspection and associated services of medical, non-medical, IM/IT, security systems, furniture and other equipment and support systems necessary to meet functional requirements of the facility. The Contractor shall utilize Attainia (license provided by the Government) to update FF&E database and a computer aided drafting (CAD) or building information modeling (BIM) software to update floor plan drawings during the course of the activation project.

The contractor shall use MILSTD 1691 (JSN numbers) for all FF&E, new and potential reuse (CAT R) equipment. All FF&E shall be identified using JSN Nomenclature. The FF&E for the Northern California Health Care System project is approximately 50% validated (Attachment C1 and C2). Specific task(s) associated with this type of work will be identified and qualified in each individual task order.

* Conduct a comprehensive equipment inventory
* Develop or update the facility equipment inventory listing database
* Assess existing FF&E for reuse in new facility(s)
* Identify items and provide information for the activation solicitation/contract
* Identify the entity responsible for purchasing each new item
* Identify the entity responsible for installing each new item
* Identify which items will require testing, the type of testing required, and who is responsible for performing the testing and training
* Develop Rough Order of Magnitude (ROM) Cost Estimate for FF&E
* Validate lessor signage/wayfinding conforms with V.A Northern California Health Care Systems signage standards and identify and coordinate to resolve any discrepancies

In addition to the validated FF&E list, the items below may include, but are not limited to:

Integrated camera system, Robbery/Panic/Duress alarm systems, motion intrusion alarm systems (as required), Electronic Physical Access Control Systems (PACS)

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| Deliverable # | Deliverables | Description |
| 025 | FF&E Change Management Log | The Contractor shall document requested and approved changes to the FF&E in a change management log |
| 026 | Warranty Management Plan (WMP) | The Contractor will be required to provide a Warranty Management Plan (WMP) for use by the end-user to ensure proper actions are taken to maintain and sustain medical and non-medical equipment installed as part of the contract. |
| 027 | Equipment Reuse and Disposal Plan | The Contractor shall develop and maintain an Equipment Reuse and Disposal Plan to ensure full coordination of activities ensuring that the information updated to reflect status and changes as they occur throughout the life of the project. The Equipment Reuse and Disposal Plan should outline how the contractor will determine if equipment is reusable. Equipment determined to be reusable shall be incorporated into the IO Procurement plan to ensure all reuse equipment is accounted for in the final outcome of the budget and procurement efforts. The Equipment Reuse and Disposal plan shall also describe how non-reusable equipment will be disposed and final location of disposed equipment. |
| 028 | Maintenance Support Plan | The contractor shall develop, maintain and provide to the Government a Maintenance Support Plan (MSP) for all critical and non-critical installed medical equipment to also include FF&E. The MSP will include maintenance schedules, warranties and life-cycle analysis. The MSP will clearly describe installed building equipment by name, type, manufacture, date installed, location and photo of the item. The MSP will identify maintenance schedules, inspection requirements and the method of service performance; (Service Contract/Maintenance Staff); Files created and maintained by the contractor shall be in a format acceptable by the Government and placed on the shared drive for maintenance access. |
| 029 | Maintain FF&E List | The Contractor shall maintain the FF&E list provided by Attania (separate contactor). Responsibilities for maintaining the FF&E list are provided in Attachment K “FFE Responsibility Matrix” |
| 030 | Rough Order of Magnitude (ROM) | The ROM is the total estimated cost by item to purchase, warehouse, deliver, install, test, and train (as applicable) for the project |

**13.2.6. Acquisition Support Services**

The Contractor shall develop the Acquisition Plan for the activation project. The Acquisition Plan shall identify, at a minimum, long lead time items, number of packages, and estimated timelines for procurement by package group. The Contractor shall ensure employees performing acquisition services are well-versed in federal acquisition regulations prescribed by the Federal Acquisition Regulation (FAR) and Veterans Affairs Acquisition Regulation (VAAR).

NOTE: The number of acquisition packages has not been determined. The development of procurement packages will be defined/awarded under a separate task order.

The Contractor shall develop procurement packages for items to be procured based on information provided by end users during user group meetings. The Contractor shall use the Procurement Package Checklist (Attachment D) to determine package completeness. The Procurement Package shall include a completed Procurement Package Checklist and all documentation needed in accordance with the completed checklist. Minimum procurement package requirements are as follows:

* VA Form 2237 Procurement Request
* Completed Procurement Package Checklist (Attachment D)
* Completed Market Research Form (Attachment E)
* Completed Handbook 6500.6 Attachment A with appropriate signatures (Attachment F)
* Complete description of the Governments requirement (e.g. item description, quantity, basis of design to include model and salient characteristics (as defined in VAAR 811.001) for "or equal quotes”
* Estimate of cost
* Delivery requirements (e.g. warehouse address, required delivery date range, warehouse points of contact)
* Vendor installation/delivery requirements (e.g. instructions for coordinating delivery with warehouse POCs, special requirements for installation)
* Additional items may be needed depending on the procurement package. These include, but are not limited to a Statement of Work, Justification and Approval (J&A) document for other than full and open competition, and other relevant attachments.

The Contractor shall submit the VA Form 2237 and all package documents produced as required by this section to the contracting office via Forecast of Opportunities and Requirements Center for Excellence (FORCE), which can be accessed at http://vaww.ecms.va.gov/CARE/ on any computer that has VA network access. An Electronic Contract Management System (eCMS) account is required. Contractor employees performing this function will require a PIV card. Contractor employees performing this function shall review the training slides located on the FORCE site as well as any additional FORCE training as required.

The Contractor shall determine if any items are available through sources listed on the National Acquisition Center Contract Catalog Search Tool (CCST), available at https://www.va.gov/nac. If an item is available through a CCST listed source, that information shall be documented on the market research form. Items available through a mandatory source should be grouped, when possible, into one package.

For items not available through a mandatory source, the Contractor shall group items into procurement packages in a manner which enables maximum competition among sources listed in priority order at VAAR 819.7004 Contracting Order of Priority when possible (i.e. SDVOSBs, VOSBs, other Economically Disadvantaged Small Businesses, Small Businesses, and then Other Than Small Businesses). The Contractor is responsible for providing complete and accurate procurement packages. Procurement packages must be approved by a CO at the Contracting Office that is responsible for procuring the items/service in the acquisition package.

Contractor employees shall identify themselves as such when communicating with vendors when conducting market research. Contractor employees shall not give the impression that they are obtaining quotes on behalf of the government when obtaining estimated prices for market research. Contractor employees shall not communicate with vendors regarding an open solicitation. All communication with vendors regarding an open solicitation shall be through the Contracting Office responsible for the solicitation. The Contractor shall work with the Contracting Office in the event of incorrect or damaged items are received. Specific task(s) associated with this type of work will be identified and qualified in each individual Task Order.

* Identify the number of procurement packages for the project using FF&E list
* Develop an activation project acquisition plan
* Identify new items to be purchased
* Identify long lead-time items
* Identify items that require early installation
* Provide contractor support to develop complete procurement packages of the FF&E to include, but not limited to, the Statement of Work (SOW), Independent Government Cost Estimates (IGCEs), market research, brand name/sole source justifications, and route security documents for signature
* Work with the identified Government contracting office to submit complete procurement packages for award
* Make edits/changes to procurement packages based on review and approval by identified service Government POC and/or recommendations from the identified Government contracting office making award
* Contractor shall identify special delivery requirements based warehousing site constraints (e.g. life gates, loading dock)

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| Deliverable # | Deliverables | Description |
| 031 | Acquisition Plan | The Contractor shall develop the Acquisition Plan to include a procurement package list (how the procurement packages should be organized), how many packages are anticipated to be needed, milestone dates to ensure the FF&E is available to meet the project schedule, and any identified associated risks and mitigation suggestions. |
| 032 | Acquisition Schedule | The Contractor shall identify the number of procurement packages by type, date needed to “procure by” to account for acquisition timelines as well as manufacturing lead times, planned installation dates, and where each package is in the process. The schedule shall also identify the deadline to have the package in for government review prior to submission to contracting for acquisition |
| 033 | Initial Outfitting (IO) Procurement Plan | The Contractor shall develop and maintain an IO Procurement plan incorporating factors identified during the FF&E validation process and the FF&E reuse determination process as well as any other requirements identified during the life of the project. The IO Procurement Plan shall describe the steps for procuring IO FF&E, scheduling the procurements to ensure on time delivery and installation, and how procurement packages will be submitted to the Government for review and approval. The IO Procurement Plan should highlight equipment identified as long lead time items to ensure time frames can be incorporated into the transition plan. The plan should be utilized to monitor ongoing reconciliation of the equipment budget and schedule. |
| 034 | Initial Outfitting (IO) FF&E Procurement Plan | The Contractor shall develop and maintain an IO FF&E Procurement plan to consist of an FF&E database (Attainia) and floor plan drawing (CAD or BIM). The Contractor shall ensure that the database and floor plan drawings are updated to reflect current status and changes as they occur throughout the life of the project. The plan shall highlight FF&E identified as long lead time items to ensure time frames can be incorporated into the transition plan. The plan should be utilized to monitor ongoing reconciliation of the FF&E budget and schedule. The plan should contain any specific information related to FF&E procurement as further described in a specific task order. |
| 035 | Procurement Packages | Procurement packages shall be developed in accordance with the terms specified in the PWS. Procurement packages shall be prioritized by estimated lead times. Contractor shall report on all Procurement packages submitted through FORCE to the acquiring contracting office. |

**13.2.7. Activation Support Services**

The Contractor shall provide full engineering planning, maintenance, coordination and support services including, but not limited to, computer workstation support (e.g. cabling, IT, comms, data), electrical, mechanical, plumbing, heating ventilation and cooling services, any associated utility shut-downs/turn-ons/tag-outs, systems installation, maintenance, modification, servicing, and any associated equipment integration to existing and future utility installations.

This work will include tasks that do not fall under the construction contractor's contract but are tasks that will be necessary to activate the facility. This work will be defined at the task order level. Moreover, additional solicitation provisions and contract clauses (e.g. construction related provisions and clauses) may be incorporated at the task order level depending on the nature of the work as described in the defined requirement.

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| Deliverable # | Deliverables | Description |
| 036 | TBD at the task order level | Services will be performed in accordance with the task order requirements |

**13.2.8. Concept of Operations (CONOPs) and Transition Planning**

Provide transition planning and relocation services for the reorganization and consolidation of existing facilities and/or the opening of new facilities, Services should include all necessary actions to ensure efficient and effective transition of functions to new locations. The services may include the development of work and relocation plans and schedules; verification of critical field dimensions prior to installation; coordination of relocation plans and schedules with other professional, crafts, and trades persons; and moving and installation of existing or new equipment; FF&E, or otherwise identified items. Services should be provided and completed with maximum cost efficiency and minimum disruption or operations. The Contractor shall facilitate clinic micro-CONOPS (departmental) and macro CONOPS (global: i.e., patient transport, infection control, security) that are interdependent across departments. The Contractor shall meet with key stakeholders in processes that involved multiple departments throughout the Outpatient Clinic and facilitate groups to identify, determine and document key organizational CONOPS for use in the new facilities. Specific task(s) associated with this type of work will be identified and qualified in each individual task order.

* **Micro (departmental) level CONOPs:** assess current operations, define new operations, and obtain facility approval of business practices based on new conditions in space, equipment, staffing, and operations. Includes assessing how the programmed space and design will be used in the new facility in terms of patient care delivery and best practices for patient outcomes, and documents departmental hours of operation, work flow, staff work spaces, staff efficiency, egress of patients and staff, movement of equipment and supplies within the department, and safety and security for patients and staff.
* **Macro (clinic wide operations) level CONOPs:** assess current operations, define new operations, and obtain facility approval of business practices based on new conditions in space, equipment, staffing, and operations. Includes overall workflow assessment, departmental adjacency requirements, staffing efficiency recommendations, shared support spaces, patient transport, signage/wayfinding, staff egress, movement of equipment and supplies, safety, security, infection control, and best practices.
* **Information Management CONOPs:** determine IT Governance, determine roles and responsibilities, and review supporting infrastructure and functionality of each system; define system CONOPS, system functional and technical requirements, and identify any necessary changes to infrastructure indicated in construction drawings.
* **Medical Equipment/Medical network CONOPs:** determine Medical Equipment/Medical network governance, determine roles and responsibilities, and review infrastructure and functionality of each system; define system CONOPS, system functional and technical requirements, and identify any necessary changes to infrastructure indicated in construction drawings.
* **Management CONOPs:** management processes affecting activation activities: meet with key stakeholders involved in short, medium, or long-range IOT&A activities; identify, determine, and document best business practices for managing activities in the transition to the new clinic. Likely areas include equipment planning, information management, medical logistics, transition planning, and governance.
* **Workflow CONOPs:** looking for opportunities to optimize flexibility in the space, patient flow, material flow, and staffing to maximize efficiencies in the design.
* **Transition and Preplanning Governance CONOPs**: high-level requirements and processes required to accomplish activation and pre-planning activities. Transition CONOPs will build upon STRATCOM and other CONOPs and details how to transition from current state to the required future state at the new facility. Transition CONOPs shall support the schedule development and acquisition, installation, and occupancy timelines. The Contractor shall provide detailed transition CONOPs by functional area. The Contractor shall identify key requirements and constraints that will empower or impede decision making processes, approvals, or the ability to manage well the activation activities. The Contractor shall make recommendations for improvement where constraints, impediments, or other problems are identified. This information shall be documented in the Transition Plan.

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| Deliverable # | Deliverables | Description |
| 037 | Micro CONOPS | Micro CONOPS shall define how each specific operational unit conducts business. See task description above. |
| 038 | Macro CONOPS | Macro CONOPS shall be developed at the departmental level. See task description above. |
| 039 | Information Management CONOPS | Information Management CONOPS shall be developed as described in the task above |
| 040 | Medical Equipment/Medical Network CONOPS | Medical Equipment/Medical Network CONOPS shall be developed as described in the task above |
| 041 | Management CONOPS | Management CONOPS shall be developed as described in the task above |
| 042 | Workflow CONOPS | Workflow CONOPS shall be developed as described in the task above |
| 043 | Transition and Planning Governance CONOPS | Transition CONOPS shall build upon STRATCOM and other CONOPS. Transition CONOPS support the schedule development, acquisition, installation, and occupancy timelines. The Contractor shall provide Transition CONOPS by functional areas |

**13.2.9. Relocation Services**

Provide relocation services for patient records, miscellaneous supplies, employee belongings, etc. into the new space.

* Physical movement of patient records and/or other files
* Physical movement of accountable equipment (barcoded non-expendable supplies/equipment
* Physical movement of expendable supplies
* Physical movement of FF&E identified to be reused in the Reuse Plan

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| Deliverable # | Deliverables | Description |
| 044 | Relocation Services | Contractor shall provide for all labor, materials and equipment for relocation services from old facility to new facility |
| 045 | Move Plan | Contractor shall develop a Move Plan to show the plan for execution of the relocation of FF&E, miscellaneous supplies, employee belongings, equipment, file, etc. into the new space |

**13.2.10. Warehousing and Warehousing Management Services**

The Contractor shall provide comprehensive warehousing services. The Contractor shall provide warehousing (to include the provision of the warehouse) for the major leases in Chico and Redding Outpatient Clinics, for the FF&E that will be staged prior to installation and as needed during the activation process. All items must be stored in such a way as to not void manufacturer warranties. It is the Contractors responsibility to determine warehouse size requirements based off the FF&E list (Attachment C1 and C2). Warehousing services include tracking, receiving, documenting, reporting, and storing all identified FF&E. Please note that Government acceptance of items delivered to the warehouse must be done by Government personnel. The Contractor must have the ability to report all assets stored in the facility with daily updates provided as items are delivered to the facility. Provide temporary and long term warehousing, including all necessary receiving, inventorying, storing and all transportation and logistical services as required to facilitate all IOT&A services under this IDIQ contract and individual task orders. Specific task(s) associated with this type of work will be identified and qualified in each individual task order.

Warehouse requirements:

* The warehouses must be within 20 miles from each facility (or as otherwise agreed to by the Government Program Manager).
* Provide temperature controlled warehouse
* Identify items that will need to be warehoused and/or determine warehousing requirements
* Warehouse must be equipped with secure WIFI
* Provide space for clinical/administrative mockup
* Incoming medical equipment safety inspection and input into Maximo (Government asset management software used to track enterprise assets)
* The warehouse must have a sprinkler system, security system, racking, and loading docks.
* The Contractor shall provide appropriate insurance to protect the VA in case of loss or damage to VA property stored at the warehouse.
* The Contractor shall provide delivery of items from warehouse to final location on site
* The Contractor shall develop and provide a Warehousing Plan (workflow process).

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| Deliverable # | Deliverables | Description |
| 046 | Warehouse Plans | The Warehousing Plan shall describe how the Contractor plans to meet the warehousing requirements of the PWS and an Emergency Management Plan for the warehouse. In addition, the Warehousing Plan shall include the address of the warehouse, hours of operation, pictures of the interior of the warehouse prior to FF&E being received documenting minimum warehouse requirements (i.e. sprinkler system, racking, loading docks, climate control area, security system), and a copy of the certificate of insurance. The Contractor shall provide a full set of plans to include site layout, architectural, mechanical, plumbing, electrical, structural, fire protection, and low voltage systems.  |
| 047 | Warehousing Activities Report | Contractor shall report on all warehousing activities to include operations, FF&E activities, delivery, installation and relocation activities. |
| 048 | Inventory Control Plan | Contractor shall develop, implement and update as necessary an Inventory Control Plan for all FF&E items received in the warehouse. |
| 049 | Warehouse Workflow Plan | Contractor shall develop, implement and update as necessary a Warehousing Plan to show the workflow process |
| 050 | Receiving Logs | The Contractor shall receive and manage inventory of FF&E items directly at the warehouse. The contractor shall fill in all pertinent data on the documents as it pertains to property accountability and deliver all completed documents to the Logistics POC on a daily basis. The Receiving Logs shall be submitted on a weekly basis which identifies daily receipt of items. |
| 051 | FF&E Inventory Logs | The Contractor shall report on all items scheduled for delivery to be warehoused, received at the warehouse, condition/defects, date scheduled for installation, installation date, and BMET check/test date. The Inventory Logs shall be submitted on a weekly basis which identifies daily inventory of items. |
| 052 | Monthly Mock-Up Services Report | The Contractor shall report on all mock-up services completed with recommendations and findings that resulted from the mock-ups. Floor layouts of mock-ups and pictures are required as part of the report. The contractor shall provide space for clinical and administrative mock up for space planning purposes. Contractor shall be responsible for placing furniture, fixtures, supplies, and equipment to mock up a room for design and planning purposes. See Attachment C for list of mock up areas.Contractor is to provide life size (to scale) spaces by laser cutting of Gatorboard, foam core, or other temporary construction substrate. The contractor is to determine the construction method that allows minor wall accessories to be mounted and notes to be pinned. Walls are to be constructed to be self-standing and appropriately braced.Location of cubicle curtains and door swings to be demonstrated by overhead tracks and/or drawn on the floor to show where the door swing and drapes impact the space.The room layout and items reflected on the walls should be laid out to match the floor plan locations with the flexibility to move them around to find optimal layout.Provide laminated/Velcro cutouts for power, data, light switches, thermostat, panic buttons, and other small devices attached to the walls. Sinks, cabinets, and casework to be built out of cardboard to scale.Contractor to coordinate with vendors to obtain samples of furnishings and other FF&E items to use in the mock-up rooms. All coordination of delivery and installation is to be done by the contractor.VA will provide a list of sample furnishings to the contractor.All mock-up rooms and spaces are to be in built within 30 days of NTP and remain in place for 1 year. |
| 053 | Transportation Services | Contractor shall provide for all labor, materials and equipment to transport warehoused FF&E and FF&E from the old site to the new site. Transportation also includes relocation services. Transportation rental shall be invoiced as an ODC, at cost |
| 054 | Monthly Status Report | The Monthly status report shall address the state of all active efforts and the status of ongoing work. The report shall also identify any problems that may have arisen or any ongoing issues to be resolved. The monthly status report shall also include minutes of any meetings or formal conference calls within that month.  |
| 055 | Warehousing Rent | Warehouse rent shall be invoiced as an ODC, at cost. |

**13.2.11. Delivery, Installation and Testing Services**

The Contractor shall provide delivery, installation, testing, and training services. The Contractor shall develop and provide a Delivery, Installation, Testing, and Acceptance Plan and schedule. The plan shall document how the Contractor plans to accomplish the delivery, installation, testing, and acceptance requirements of this PWS to ensure the activation of the facility in accordance with the activation schedule. Delivery, installation, and testing milestones shall be identified and tracked on the activation project schedule and the Activation Integrated Master Schedule.

The Contractor shall provide delivery services of warehoused items to the new facility in accordance with the approved delivery, installation, testing, and acceptance plan. Installation of all items shall be in accordance with manufacturer instructions. The Contractor shall install all FF&E except for those items designated by the Government to be installed by the manufacturer/vendor or general contractor.

The Contractor is responsible for removing all trash and debris generated during the installation process (e.g. removing debris off-site). If the Contractor plans to use on-site dumpsters, the Contractor must submit a laydown plan for dumpsters delivered. The laydown plan should be included as part of the delivery, installation, testing, and acceptance plan. The COR will be responsible for coordinating the laydown plan with the Construction & Facilities Management (CFM) Resident Engineer.

Government acceptance of installation services will occur after installation of items is complete. For items that the Government does not accept due to installation issues by the Contractor or when acceptance is contingent upon additional work by the Contractor, the Contractor shall provide a punch list and a punch list schedule to the COR.

The Government will identify items that require biomed checks/testing. The Contractor shall provide testing services as required for equipment that requires certification prior to use. Verification of testing shall be provided to the COR.

The Contractor shall provide training for items in accordance with the approved training plan.

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| Deliverable # | Deliverables | Description |
| 056 | Delivery, Testing and Training Plan | The plan shall describe the process to be used to deliver, install, test and train the new items for the activation project to ensure government acceptance. The Plan shall include recommended installation processes for equipment delivered directly to the facility by vendors as well as installation processes for items delivered from the warehouse. The installation plan shall recommend a process for obtaining BMET safety checks after equipment reaches the loading dock of the new facility. The plan shall include a process to provide the required information to VA for VA to update its inventory system. The Plan shall also include the Contractor’s plan for wall and floor protection to minimize damage to the facility during installation. The Plan shall also include a laydown plan and punch list if used. |

**13.2.12. Training and Simulation**

Provide training for Clinical staff, Biomedical Engineering, Environmental Services and Safe Patient Handling (SPH) Coordinator on operation of installed equipment to include, but not limited to, patient lift equipment, slings and maintenance. Contractor is to provide for all management, materials, supervision and labor to support the training and verify competency prior to first day of patient services. Specific task(s) associated with this type of work will be identified and qualified in each individual task order.

* + Initial hands-on, face-to-face training and competency verification
		- Clinical Staff
		- Biomedical Engineering
		- Environmental Services
		- SPH Coordinator

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| Deliverable # | Deliverables | Description |
| 057 | Training and Simulation Plan | The Contractor shall develop, maintain and provide to the Government a Training and Simulation Plan for all critical and non-critical installed equipment in an excel. The plan shall identify which equipment will need trained and which staff will be trained |
| 058 | Training Reports | The Contractor shall provide Training Reports to show equipment trained, employees by name and service. The Training Report shall include a certification of competency for those trained. |

**13.2.13. Technical Request for Information (RFI) Assistance**

In collaboration with the Resident Engineer (RE), provide technical assistance that may include design/build Request for Proposal (RFP) review for space/equipment requirements. Work with internal services to identify space and FF&E needs, and provide technical assistance pertaining to the most current Department of Veterans Affairs Physical Security Design Manual for Life Safety.

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| Deliverable # | Deliverables | Description |
| 059 | Monthly RFI Report | Report to include RFI requests. Report should include a copy of all RFIs provided and proof of dissemination. |

**13.2.14. Meeting Facilitation Services**

The Contractor shall provide group facilitation services to key stakeholders and work groups for meetings required to perform activation PWS tasks.  Key stakeholders include, but not limited to, Activation Team Members and Program Support Staff from Facilities, Logistics, Medical Maintenance, the Construction Contractor, sub-Contractors, specialty consultants, designers, and other project-related Government and Medical Staff as necessary.  At a minimum, each department will constitute a workgroup.  The Contractor may identify additional ad hoc groups as necessary.  The Contractor shall guide groups to consensus by identifying requirements, facilitating group discussions, and documenting decisions.  The Contractor shall coordinate meetings, and facilitate the groups to assess, analyze, recommend and document solutions as developed jointly by the Contractor and the stakeholders and/or group members.

The Contractor shall be responsible for coordinating and planning. The Contractor shall coordinate the meeting locations and audio/visual support as needed for these meetings with the COR. The COR will finalize arrangement with the facility for rooms and audio/visual support for any meeting at a Government facility. For meetings requiring teleconferencing capability, the Contractor shall provide the teleconferencing service and call-in numbers, and host the meetings. The Contractor shall not meet with any end users, the A/E firm, the construction contractor, etc. without first coordinating with the COR and VA PM.

The Contractor shall assure that all appropriate personnel are invited to attend each meeting either telephonically or in person. The Contractor’s Project Manager should be available to attend all requested meetings in person, unless other arrangements have been approved by the COR prior to the meeting. Beyond the Contractor’s Program Manager, the total number of personnel required to attend meetings to support successful execution of the work for any given meeting is to be determined by the Contractor. The Contractor shall notify the COR and/or Government PM in instances where services are habitually absent or late in responding to RFIs.

* Schedule and document meetings in centralized location
* Prepare, distribute and post meeting minutes and sign in sheets/rosters for all meetings facilitated by the Contractor in a centralized location.
* Facilitate meetings as needed
	+ Facilitate for project management services
	+ Facilitate for inventory support services
	+ Facilitate for furniture, artwork and all other interior design services
	+ Facilitate for equipment and medical equipment support services
	+ Facilitate for IM/IT planning support services
	+ Facilitate for Request for Proposal/Request for Information development support services
	+ Facilitate transfer of data as needed between all stakeholders
	+ Facilitate all project status meetings
	+ Facilitate and coordinate the storage and collection of all data related to the project

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| Deliverable # | Deliverables | Description |
| 060 | Meeting Minutes | Minutes of all meetings to include agenda, attendees, discussions, action items and who is responsible, etc. |
| 061 | Meeting Facilitation Monthly Report | Report to include all meetings scheduled and facilitated. Report should include a copy of all meeting minutes provided and proof of dissemination. |

**13.2.15. Final Turnover, Close-out, and Post Occupancy Evaluation (POE) Services**

The Contractor shall provide all management, materials, tools, supervision, labor, and equipment to facilitate the final turnover of the facilities, applicable documents, and closeout of the activation project. Specific task(s) and processes associated with this type of work will be identified and qualified in each individual Task Order. The Contractor shall provide for the facilitation of full POE services for the project or for participation in POE activities as needed.

At a minimum, the Contractor shall:

* + Identify and support management of any post-move issues; log vendor claims and direct issues/claims needing resolution to the CO; provide the CO final "Lessons Learned" documentation; facilitate project files/history transfer; and place all documents in electronic format, on a Contractor-provided SharePoint site (includes but is not limited to cut sheets, plans, reports, and invoice documents).
	+ At the end of the project all documents shall be transferred to the VA's existing SharePoint if possible. Where direct transfer is not feasible (e.g., project dashboards, etc.), the Contractor shall provide electronic reports and screenshots. If it is not possible for the Contractor to transfer project documents to the VA's SharePoint, project documents shall be provided on CD for turnover to the COR. If there are documents that do not lend themselves to placement into electronic format, these documents shall remain with the facility as property of the Government.

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| Deliverable # | Deliverables | Description |
| 062 | Final Project Lessons Learned | The Lessons Learned document shall capture the projects lessons learned in a formal document for use by the Government on similar future projects. The document should capture what went wrong, why, and suggestions to avoid similar occurrences in the future. The document should also describe what went well and how similar projects may benefit from this information. |
| 063 | Project Documentation Transfer  | All project documents shall be transferred to the VA in electronic format (or otherwise agreed upon by the COR) |

**13.2.16. Strategic Communication (STRATCOM) Support Services**

In collaboration with Health Care System leadership, provide communications with all levels of the organization, the media and other stakeholders. The Contractor shall be responsible for drafting communication releases, and handling public conferences and meetings regarding the project. STRATCOM includes external and internal communications support for community outreach and engagement; media and public relations; Congressional partners, Veterans Service Organizations, medical center staff and other key stakeholders.

All communications must be coordinated through the project Program Manager and/or COR prior to dissemination to include the following:

* Develop STRATCOM objectives
* Finalize STRATCOM objectives
* Write and develop policies and procedures for the new clinics
* Assess current policies and procedures for revisions and editing
* Inform and educate clinical staff of project timelines

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| Deliverable # | Deliverables | Description |
| 064 | VA Activation Project Communication Plan | The plan shall describe the types of communication and target audiences for communicating information regarding the activation project. The Communication Plan shall address both internal and external stakeholders and address STRATCOM objectives and processes |
| 065 | STRATCOM Plan | The STRATCOM Plan shall list stakeholders, key messages, media format, frequency, and who is responsible for delivering the message. The STRATCOM Plan shall identify communication strategies for communications between all stakeholders to include facility leadership, activation team members, and others as they related to the project |

**13.2.17. IT/IM Planning Support**

The Contractor will meet with key stakeholders to define requirements and determine infrastructure required to support low voltage systems (medical and non-medical). A gap analysis will be performed where discrepancies are identified between requirements and infrastructure provided in accordance with the construction documents, with facilitation towards workable solutions.

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| Deliverable # | Deliverables | Description |
| 066 | IT/IM Planning Support Plan | The Report shall define requirements and determine infrastructure required to support low-voltage systems (medical and non-medical) |

**13.2.18. Information Technology Services**

Provide for installation, assembly, mounting (if applicable) and placement of IT end user devices/systems. The contractor will not be granted administrative rights to configure and connect end user devices to the VA network, but may assist OI&T (Office of Information & Technology) employees who are performing administrator actions to ensure all IT systems are installed and working properly. Contractor is to provide for all management, materials, tools, supervision, labor and equipment to support installation and placement tasks associated with IT devices and associated mounting hardware to meet overall transition timeline requirements. The contractor will report material defects in any end user device when discovered and will take necessary precautions to prevent damage to IT system during relocation and placement. All discrepancies and/or deficiencies discovered by the contractor team during installation/placement which impact the overall IT Installation will be documented and delivered to the designated Government point of contact within 48 hours of discovery. The following list of actions/tasks for IT contractor support is required and identified and qualified in each individual task order.

* + Transport and inventory tracking/labeling actions (if needed) for all end user IT equipment items relocated from the project warehouse during equipment outfitting in the building.
	+ Unpacking and assembly of end user IT devices according to manufacturer’s instructions. Any and all software will be delivered to the OI&T point of contact when discovered. Packaging materials and boxes no longer needed for the IT asset will be collected, broken down or contained, and transported to the designated location for recycling or disposal.
	+ Ensure proper bar code labels are located on all accountable IT assets. If the bar code is missing, the contractor will obtain prepared labels from OI&T or Logistics and place the bar code in an appropriate location on the asset prior to placement. Once placed, IAW inventory requirements, the contractor will scan the bar codes for all IT assets in a designated room along with the door frame bar code to establish accurate locations in the inventory tracking systems for all IT hardware.
	+ Properly install all wall mounting brackets for computers, phones, monitors or other associated IT equipment per the approved IT Installation Plan. The contractor will pre-coordinate with facility engineering all required wall, ceiling or floor penetrations to ensure proper wall supports are available for the item and all internal wall obstacles or utilities are avoided.
	+ Installation and testing of rack-mounted or standalone uninterruptible power supplies (UPS) required to protect infrastructure equipment and end user equipment when required. Contractor team members must be escorted by an OI&T employee when working in an IT closet installing cable or UPS components. The contractor will ensure each UPS is connected to the properly rated electrical receptacle and identify/connect the UPS to either emergency power and commercial power receptacles per the IT Installation Plan.
	+ Placement of required printer devices, paper trays, toner, power/network cables and initial testing for all printers required in the building. The contractor will ensure all printers are installed with at least one full paper tray to allow transitioning employees to immediately use printers. Some printers may be required to be installed by the contractor inside office furniture or cabinets according to the IT Installation Plan.
	+ Placement and installation of designated telephone instruments in all rooms and/or reception locations according to the IT Installation Plan. The contractor will also install required Plenam-rated CAT 6 or most current higher industry standard data cables between the telephone and the designated wall plate location as detailed in the IT Installation Plan. If the telephone requires a source of power other than Power over Ethernet (POE), the contractor will install the required power supply and test the function of the telephone device. If the telephone is mounted on the wall, the contractor will ensure the proper mounting bracket or hardware is in place to secure the telephone instrument after installation. The contractor will configure and label telephones instruments according to instructions and plans provided by OI&T personnel.
	+ Placement and installation of computer system hardware and associated ancillary components like web cams, speakers, docking stations, USB expansion devices, keyboards, monitors, medical systems equipment, and card readers according to the IT Installation Plan. Some rooms may require the contractor to install computer and/or monitor mounting hardware so the components of the system can be on a wall. The contractor will install all related cables and power strips needed for the computer system. If possible, the contractor will perform a functions check for the installed computer system. OI&T may hold sensitive devices (i.e. laptops or tablets) until employees have occupied the work area and are available to sign for receipt of the accountable sensitive hardware.
	+ Installation of Wireless Access Points and anti-tamper devices at designated ceiling locations according to the IT Installation Plan. The contractor will pre-coordinate with facility engineering all required ceiling penetrations to ensure proper supports are available for the item and all internal obstacles or utilities are avoided. All penetrations for cable, will be followed up with fire proofing, fire putty, or pillows per current code requirements.
	+ Cabling:). Installation, labeling/documentation, test, and terminate of Plenam-rated CAT6 or most current or higher industry standard data cabling, patch panels, and wall plates according to established standards contained in ANSI/EIA/TIA 568B. Material for additional cables drops in the building will be provided by the contractor after initial approval by OI&T. The contractor will install raceways, cable trays, conduit, plenum and other wire management devices as required by the IT Installation Plan and/or commercial wiring installation practices. All penetrations for cable, will be followed up with fire proofing, fire putty, or pillows per Facility Engineering requirements. Wall plates for cabling will utilize a Quad wall plate to accommodate 2 Plenam-rated CAT 6 or most current or higher industry standard data cabling terminations per location. An RJ-45 connection will be the standard connection for all wall plates (except speaker and microphone wall plates in conference rooms). Each connection will be tested to ensure it is within the acceptable range for signal/loss/attenuation according to industry standards. Wall and closet locations will be marked using proper naming convention. The maximum cable distance for any data drop from the IT closet is 100 meters.

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| Deliverable # | Deliverables | Description |
| 067 | IT Installation Plan | The Contractor shall develop in coordination with VA IT POC and maintain an IT Installation plan with all elements identified in section 13.2.17. The plan is to be updated to reflect current status and changes as they occur throughout the life of the project. |
| 068 | Weekly/IT inventory/Installation Report | The report shall include all accountable IT assets, corresponding bar code labels, installation and/or testing status, and location of asset. The report shall include material defects, discrepancies, and/or deficiencies discovered and any actions taken. |

**13.2.19. Biomedical Planning, Execution and Quality Assurance**

Provide for Biomedical support that includes overseeing the movement of equipment from warehouse and/or other onsite locations through the facility to the designated rooms or final areas within the facility. The Contractor will assemble, mount, test, calibrate equipment as required and conduct technical inspections and testing in accordance with the equipment manufacturer’s recommendations.

* + - Identification of Equipment/Server/Client needs
		- Completion of medical equipment procurement packages

Identification of network security needs / physical risks

* + - Equipment client installation and basic network configuration
		- Network Medical Device Database (NMDD) documentation
		- Incoming inspection services documented within Maximo
		- Medical equipment training services
		- Assist in development of Medical Equipment support contracts/policies

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| CLIN | Deliverables | Description |
| 069 | Biomedical Support Plan | The Contractor shall coordinate with BMET personnel to develop a Biomedical Services Support Plan to include elements identified in section 13.2.19. |
| 070 | BMET Support Services Weekly Report | Contractor shall provide support services to the Biomedical service in support of Biomedical activities as they relate to the activation project. The BMET support services shall include tasks as described above. Contractor shall provide a weekly report of all biomedical related activities for the activations project. |

**14. Deliverables/Submittals**

Submittals are required deliverables mutually agreed upon for overall administration of each task order. Submittals have established delivery schedules as specified in the task order’s performance work statement. Failure to comply with these delivery schedules makes the contractor delinquent in performance. Such tardiness will be annotated in the Contractor Performance Assessment Rating System (CPARS) interim and/or final ratings.

**14.1. Deliverable Formatting**

The contractor shall provide deliverables per the Task/Delivery Schedule included in each Task Order. Deliverables shall be specified by the government at the Task Order level. In event the Government issues a SOO, the contractor will propose deliverables based on the Government’s task objectives. Format and delivery schedule for deliverables are identified in each Task order PWS or SOO.  For deliverables with a schedule yet to be determined, a mutually agreed upon schedule and/or format will be determined during the performance period. Deliverables may be a “moving target date” depending on construction schedule. Deliverables with a “moving target date” dependent on construction schedule will be identified as "Building Occupancy Date (date building is turned over for outfitting etc.) minus XX days" in the individual task order(s) deliverable schedule. The agreed upon date must not delay the project schedule and must be tracked in AIMS for verification.

Reports and documents delivered by the Contractor in performance of this contract will be considered "technical data" as defined in the applicable "Rights in Data" clause of the contract. All documentation shall reflect the latest version number, unless specifically directed otherwise by the Government. All documentation shall be prepared in accordance with standard industry practices, ensuring electronically produced documents, which reflect logical flow of material, tables of contents, indices, and page numbering.

The Contractor shall deliver documentation in electronic format unless otherwise directed in the solicitation/contract. Acceptable electronic media include: MS Word 2010 or newer, MS Excel 2010 or newer, MS PowerPoint 2010 or newer, MS Project 2010 or newer, MS Access 2010 or newer, MS Visio 2010 or newer, AutoCAD 2010 or newer, REVIT, SPEX and Adobe Postscript Data Format (PDF).

**14.2. Files**

The Contractor shall maintain complete and accurate files of documentation, records, copies of original results and reports, verified original data, corrected data, and corrected supporting final report required under the terms of the contract. The Contractor shall not allow access to the files by any Government agency, non-Government agency, or individual unless specifically authorized by the Contracting Officer or designated representative. Files shall be made available to the Contracting Officer, COR, or designated representative upon request. All files will become the property of the Government and shall be turned over to the Contracting Officer, COR, or designated representative at the completion or termination of this contract. All briefings, reports, and other files produced by the Contractor for the Government under the terms of this contract shall be property of the Government.

**14.3. Government Submission Reviews**

The time required by the Government to review submissions made by the Contractor under this contract will vary by task order. The review periods established by the schedule of deliverables in each individual task order are the maximum anticipated review periods required. The Government will make every effort to accomplish review in as little time as practicable.

**15. Records Management**

* Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.
* Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.
* Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.
* Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.
* The Government Agency owns the rights to all data/records produced as part of this contract.
* The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.
* Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format [paper, electronic, etc.] or mode of transmission [e-mail, fax, etc.] or state of completion [draft, final, etc.].
* No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.
* Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, this contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

**16. Contract Authority**

Only a warranted contracting officer, acting within their delegated limits, has the authority to issue modifications or otherwise change the terms and conditions of this contract and subsequent task orders. If an individual other than the Contracting Officer attempts to make changes to the terms and conditions of this contract you shall not proceed with the change and shall immediately notify the Contracting Officer. Coordination of routine technical matters with project members shall be accomplished through the Contracting Officer’s Representative.

**17. Contracting Officer’s Representative**

A Contracting Officer's Representative (COR) will be designated for this contract and all subsequent task orders. The COR is authorized to act as an official representative of the Contracting Officer. CORs are authorized to act within the limitations specified herein and according to their COR delegation letter (signed by the COR, Contracting Officer and Contractor) and written restrictions specifically imposed under the terms of the contract/task order and by the Contracting Officer. If delegations and restrictions of the COR delegation letter differ from the delegations and restrictions of the PWS, the delegation and restrictions of the COR delegation letter shall take precedence. The COR will be the primary Government point of contact for the Contractor regarding general "tasking" requirements, deliverables, and other requirements under each task order.

CORs do not have the authority to direct changes in scope, price, terms and conditions of the contract or task order.  CORs do not have the authority to execute modifications to the contract or task order which require the signature of the Contracting Officer to bind the Government by contract in terms of a proposed change.

**18. Business Relations**

The Contractor shall successfully integrate and coordinate all activity needed to execute the requirement. The Contractor shall manage the timeliness, completeness, and quality of problem identification. The Contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of subcontractors. The Contractor shall seek to ensure customer satisfaction and professional and ethical behavior of all contractor personnel.

**18.1. Contract Management**

The Contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to the requirement. The Contractor must maintain continuity between the support operations at the facilities where IOT&A services are being performed and the contractor's corporate offices.

The Contractor shall provide a list to the Contracting Officer of all teaming partners or subcontractors.  As subcontractors or teaming partners are added and/or deleted, the Contractor shall provide an updated list to the Contracting Officer within two (2) business days of such change.

**18.2. Contract Administration**

The Contractor shall establish processes and assign appropriate resources to effectively administer the requirements. The Contractor shall respond to government requests for contractual actions in a timely fashion. The Contractor shall identify a single point of contact between the Government and Contractor personnel assigned to support each task order. The Contractor shall assign work effort, maintaining proper and accurate time keeping records of personnel assigned to work on the requirements.

**18.3. Personnel Administration**

The Contractor shall provide personnel management and support as required. The Contractor shall maintain the currency of their employees by providing initial and refresher training as required to meet the PWS requirements. The Contractor shall make necessary travel arrangements for employees. The Contractor shall provide necessary infrastructure to support contract tasks. The Contractor shall provide administrative support to employees in a timely fashion (time keeping, leave processing, pay, emergency needs).

**18.4. Subcontract Management**

The Contractor shall be responsible for any subcontract management necessary to integrate work performed on this requirement and shall be responsible and accountable for subcontractor performance on this requirement. The Prime Contractor will manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations. Contractors may add subcontractors to their team after notification to the Contracting Officer.

**18.5 Employee Identification**

All contractor employees working at a government facility shall wear company identification and/or government issued identification to distinguish themselves as contractor personnel.  When conversing with government personnel during business meetings and over the telephone, contractor employees shall identify themselves as such.  Where practicable, contractor employees occupying space within a government facility should identify their workspace area with their name and company affiliation.

**19. Invoicing**

The Contractor shall submit invoices for approval, including all back-up data, to the COR for review and approval prior to electronic invoice submission.  Upon receipt of an accurate and complete invoice, the COR will return an approved copy to the Contractor within five (5) business days.  If the invoice is incomplete or inaccurate, the COR will return the unapproved invoice to the Contractor for correction within five (5) business days.

The Contractor shall submit approved invoices for payment following the electronic invoicing procedures below. The date on the invoice submitted electronically shall not be before the date of the COR’s invoice approval.

**19.1. Mandatory Electronic Invoice Submission**

* VA Financial Services Center (FSC) Mandatory Electronic Invoice Submission - The Department of Veterans Affairs published a final rule in the Federal Register on November 27, 2012 to require contractors to submit payment requests in electronic form in order to enhance customer service, departmental productivity, and adoption of innovative information technology, including the appropriate use of commercial best practices.  The rule is effective December 27, 2012.
* Vendor Electronic Submission Methods - Facsimile, email, and scanned documents are not acceptable forms of submission for payment requests.  Electronic form means an automated system transmitting information electronically according to the accepted electronic data transmission methods below:
	+ VA's Electronic Invoice Presentment and Payment System - The FSC uses a third-party contractor, Tungsten, to transition vendors from paper to electronic invoice submission.  Please go to this website:  http://www.tungsten-network.com/US/en/veterans-affairs/ to begin submitting electronic invoices, free of charge.
	+ A system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) chartered by the American National Standards Institute (ANSI).
* Vendor e-Invoice Set-up Information - Please contact Tungsten at the phone number or email address listed below to begin submitting your electronic invoices to FSC for payment processing, free of charge.  If you have questions about the e-invoicing program or Tungsten, please contact FSC at the phone number or email address listed below:

Tungsten e-Invoice set-up information:  877-489-6135

Tungsten e-Invoice email:  VA.Registration@Tungsten-Network.com

FSC e-Invoice Contact Information:  877-353-9791

FSC e-Invoice email:  vafsccshd@va.gov

More information on the FSC electronic invoicing process can be found at http://www.fsc.va.gov/einvoice.asp.

**20. Coordination with Other Contractors**

For projects identified as a part of this contract, the Government may award other contracts for work not covered by this contract but necessary to overall project completion (such as construction). The Contractor will not meet with any other contractor(s) not associated with the identified Task Order project(s) unless directed by the Contracting Officer or COR administering this Contract and its associated Task Orders. The Contractor will not commit or permit any acts that will interfere with the performance of work by any other contractor or by any Government employee. The Contracting Officer will resolve all work conflicts and provide written direction to the Contractor when required. Any additional work requirements (not within the scope of this Contract and its associated Task Orders) that may be created as a result of work performance of other contractors will be brought to the attention of the Contracting Officer. The Contracting Officer, when required, will provide written direction to the Contractor.

**21. Government Furnished Materials**

All procedural guides, reference materials, and program documentation for the project and other government applications will be provided on an as-needed basis.  The Contractor shall request other government documentation deemed pertinent to the work accomplishment directly from the government officials with whom the Contractor has contact.  The Contractor shall consider the COR as the final source for needed government documentation when the Contractor fails to secure the documents by other means.  The Contractor is expected to use common knowledge and resourcefulness in securing all other reference materials, standard industry publications, and related materials that are pertinent to the work.

**21.1. Government Furnished Property, Equipment and Services**

The Government may provide certain materials for exclusive use by the Contractor as deemed appropriate for the Contractor to perform the requirements of each Task Order. The Government makes no representation that the materials furnished by the Government are completely sufficient to accomplish the requirements of a particular Task Order. Government materials necessary for the performance of requirements of a Task Order which have not been previously delivered to the Contractor will be provided when a Task Order is issued. The Contractor shall check the items furnished for adequacy and accuracy prior to utilization. The Contractor is not authorized to distribute Government-supplied materials without the express approval of the Contracting Officer.

**21.1.1. Government Furnished Property**

If GFP is provided, it will be stated in the individual Task Order and will be accounted for in accordance with the approved property management plan and any site specific addendum to the property management plan. If property is acquired by the Contractor during in the performance of this work, the Contractor acquired property (CAP) will also be accounted for in the same manner.

**21.1.2. Government Furnished Property Close Out**

Upon completion or termination of the contract, the Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss, damage, destruction, or theft cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

**21.1.3. Use of Government Furnished Property**

The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.

**21.2. Administration of Government Furnished Property**

Part 45 and 52.245-1 of the FAR set forth the basic requirements to be observed by Contractors in establishing and maintaining control over Government property provided pursuant to the terms of this contract.

**21.2.1. Property Control Plan**

The Contractor shall establish a Contractor’s Property Management Plan in accordance with voluntary consensus standards and/or industry-leading practices and standards for Government property management except where inconsistent with law or regulation, FAR Part 45 and FAR 52.245-1 to control, use, protect, preserve, repair and maintain all Government property specified in this contract. During the period of performance, the Contractor shall disclose any significant changes to their property management system to the Property Administrator prior to implementation. The plan shall be in writing and maintained (retained) by the Contractor and made available to the Property Administrator and Contract Administrator for review not later than the contract start date.

**21.2.2. Inventory of Government Furnished Property**

The Contractor shall periodically perform, record, and disclose physical inventory results for all GFP provided to them for use. Inventories shall be performed as stated in their PMP. The Contractor shall account for durable, expendable and non-expendable GFP. The Contractor when requesting approval to purchase replacement property, shall furnish a copy of the signed receipted turn-in document at time of request and provide the Property Administrator with a copy of the documentation and purchase request prior to purchasing replacement items. All other changes to property shall be routed through the COR to the Property Administrator and Contract Administrator for approval.

**21.2.3. Reporting of Government Property**

The Contractor shall submit an annual report for all Government property on hand on September 30th of each year. The report shall be submitted to the Property Administrator no later than October 15th following the close of the period of which the report is made. The Government will provide unit acquisition costs for any GFP transferred to the contractor where relevant information is not available

**21.2.4. Loss, Damage, Destruction or Theft of Government Property**

Unless otherwise directed by the Property Administrator, the Contractor shall investigate and promptly furnish a written narrative of all incidents of loss, damage, destruction, or theft to the property administrator as soon as the facts become known or when requested by the Government.

**21.3. Other Government Furnished Information**

VA will provide access to an Attainia license to manage the project's FF&E. VA will provide access to the facility's equipment inventory system (Maximo or Vista). VA will provide access to VA specific systems/networks as required for execution of the task via remote access technology (e.g. Citrix Access Gateway (CAG), site-to-site VPM, or VA Remote Access Security Compliance Update Environment (RESCUE). This remote access will provide access to VA specific software such as Veterans Health Information System and Technology Architecture (VistA), ClearQuest, proPath, Primavera, and Remedy, including appropriate seat management and user licenses. Please note, contractor employees using VA specific systems/networks will require a PIV.

All procedural guides, reference materials, and program documentation for the project and other Government applications will also be provided on an as-needed basis. The Contractor shall request other Government documentation deemed pertinent to the work accomplishment directly from the Government officials with whom the Contractor has contact. The Contractor shall consider the COR the final source for needed Government documentation when the Contractor fails to secure the documents by other means. The contractor is expected to use common knowledge and resourcefulness in securing all other reference materials, standard industry publications, and related materials that are pertinent to the work.

**22. Quality**

This section describes the Quality Control components for this effort. The following sub-sections provide details of various considerations on this effort.

**22.1.** **Quality Assurance Surveillance Plan (QASP)**

A task order specific QASP shall be developed and adapted to the requirements of each individual task order and shall be submitted and approved as required per task order. The Government will monitor the Contractors performance under this PWS in accordance with The Government reserves the right to alter or change the surveillance methods in the QASP at its own discretion.

**22.2. Government Remedies**

The contracting officer shall follow FAR 52.212-4, “Contract Terms and Conditions- Commercial Items” for contractor’s failure to perform satisfactory services or failure to correct nonconforming services.

**23. Performance Metrics**

The table below is an example of Performance Standards and Acceptable Quality Levels (AQL) for the tasks associated with this IDIQ.Specific Performance Standards and Acceptable Quality Levels shall be identified in each task order based on the schedule of tasks/deliverables.

|  |  |  |
| --- | --- | --- |
| **Performance Objective** | **Performance Standard** | **Acceptable Levels of Performance** |
| 1. Technical Needs
 | 1. Shows understanding of requirements
2. Efficient and effective in meeting requirements
3. Meets technical needs and mission requirements
4. Offers quality services/products
 | Satisfactory or higher |
| 1. Project Milestones and Schedule
 | 1. Quick response capability
2. Products completed, reviewed, delivered in timely manner
3. Notifies customer in advance of potential problems
 | Satisfactory or higher |
| 1. Project Staffing
 | 1. Currency of expertise
2. Personnel possess necessary knowledge, skills and abilities to perform tasks
 | Satisfactory or higher |
| 1. Value Added
 | 1. Provided valuable service to Government
2. Services/products delivered were of desired quality
 | Satisfactory or higher |

The Government will utilize the Quality Assurance Surveillance Plan (QASP) (Attachment G) throughout the life of the IDIQ and all Task Orders to ensure that the Contractor is performing the services required by this IDIQ and all Task Orders in an acceptable manner. The Government reserves the right to alter or change the surveillance methods in the QASP at its own discretion. A Performance Based Service Assessment Survey (Attachment G) will be used in combination with the QASP to assist the Government in determining acceptable performance levels.

**24. Contractor Performance Assessment Reporting System**

* FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Department of Veterans Affairs (VA) has implemented Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.
* The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.
* We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract. Each person granted access will have the ability to provide comments in the Contractors portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.
* When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS are available at http://www.cpars.csd.disa.mil/. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.
* The Assessing Official will complete an interim or final past performance evaluation and the report will be accessible at http://www.cpars.csd.disa.mil/. The Contractor Representative has the option to provide comments on the evaluation, indicate if they concur or do not concur with the evaluation, sign, and then return the evaluation to the Assessing Official. The Contractor Representative has a total of 60 days following the Assessing Official’s evaluation signature date to send comments. If the Contractor Representative sends comments within the first 14 days following the Assessing Official’s signature date and the Assessing Official or Reviewing Official closes the evaluation, the evaluation will become available in PPIRS-RC within 1 day. On day 15 following the Assessing Official’s evaluation signature date, the evaluation will become available in PPIRS-RC with or without Contractor Representative comments and whether or not it has been closed by the Assessing Official or Reviewing Official. If no Contractor Representative comments have been sent and the evaluation has not been closed, it will be marked as “Pending” in PPIRS-RC. If the Contractor Representative sends comments at any time prior to 61 days following the Assessing Official’s evaluation signature date, those comments will be reflected in PPIRS-RC within 1 day. On day 61 following the Assessing Official’s evaluation signature date, the Contractor Representative will be “locked out” of the evaluation and may no longer send comments.
* The following guidelines apply concerning Contractor Representative use of the past performance evaluation:
* Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.
* Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.
* Prohibit the use of or reference to evaluation data for advertising, promotional material, pre award surveys, responsibility determinations, production readiness reviews, or other similar purposes.

**25. Special Requirements**

This section describes the special requirements for this effort. The following sub-sections provide details of various considerations on this effort.

**25.1. Security and Safety**

This section describes the security and safety for this effort. The following sub-sections provide details of various considerations on this effort.

**25.1.1. Position/Task Risk Designation Level(s)**

The following position sensitivity classifications and background investigation requirements are in accordance with the Department of Veterans Affairs 0710 Handbook "Personnel Security Suitability Program" Appendix A:

**Position Sensitivity Low Tier 1:** **National Agency Check with Written Inquiries (NACI)**

A NACI is conducted by OPM and covers a five-year period. It consists of a review of records contained n the OPM Security Investigations Index (SII) and the DOD Defense Central Investigations Index (DCII), FBI name check, FBI fingerprint check, and written inquiries to previous employers and references listed on the application for employment. In VA, it is used for Non-sensitive or Low-Risk positions.

**Position Sensitivity Moderate Tier 2: Moderate Background Investigation (MBI)**

An MBI is conducted by OPM and covers a five-year period. It consists of National Agency Check (NAC) records [OPM SII, DCII, FBI name check, and an FBI fingerprint check], a credit report covering a period of five years, written inquiries to previous employers and references listed on the application for employment, an interview with the subject, law enforcement check, and a verification of the educational degree.

**Position Sensitivity Moderate/Secret Tier 3: Background Investigation (ANACI)**

An Access National Agency Check with Inquiries (ANACI) – not applicable to VHA contractors in most cases.

**Position Sensitivity High Tier 4: Background Investigation (BI)**

A BI is conducted by OPM and covers a 10-year period. It consists of a review of NAC records [OPM SII, DCII, FBI name check, and an FBI fingerprint check report], a credit report covering a period of 10 years, written inquiries to previous employers and references listed on the application for employment; an interview with the subject, spouse neighbors, supervisor, and co-workers; court records, law enforcement check, and a verification of the educational degree.

**Position Sensitivity High/Top Secret Tier 5: Background Investigation (SSBI)**

Single Scope Background Investigations (SSBI) – Not applicable to VHA contractors in most cases.

The Government is required to identify the appropriate background investigation level (NACI, MBI, or BI) by PWS task using the Position Designation Automated Tool (PDT) at the US Office of Personnel Management Website at: <http://www.opm.gov/investigate/resources/position/index/aspx>. The position sensitivity and the level of background investigation commensurate with the required level of access for the following tasks within the Performance Work Statement are listed in PDAT Matrix (Attachment J).

The tasks identified in Attachment J and the resulting Position Sensitivity and Background Investigation requirements identify, in effect, the Background Investigation requirements for Contractor individual, based upon the tasks the Contractor individual will be working.

The submitted Contractor Staff Roster (Attachment H) must indicate the required Background Investigation Level for each Contractor individual based upon the task the Contractor individual will be working, in accordance with their submitted proposal.

**25.1.2. Contractor Personnel Security Requirement Responsibilities**

(1)  The Contractor shall prescreen all personnel requiring access to the computer systems to ensure they maintain the appropriate Background Investigation, and are able to read, write, speak, and understand the English language.

(2)  The Contractor shall bear the expense of obtaining background investigations.

(3)  Within 3 business days after award, the Contractor shall provide a completed Form 1A (Attachment I) for each employee and a roster of Contractor personnel and Subcontractor employees (Attachment H) to the COR to begin their background investigations.  The staff roster shall contain each Contractor and Subcontractor employee's full name and individual background investigation level requirement.

(4)  The Contractor should coordinate the location of the nearest VA fingerprinting office through the COR.  Only electronic fingerprints are authorized.

(5)  For a Low Risk designation, the following forms are required to be completed:  *OF-306* and *DVA Memorandum - Electronic Fingerprints*.  For Moderate or High Risk designations, the following forms are required to be completed:  *VA Form 0710* and *DVA Memorandum - Electronic Fingerprints*.  These should be submitted to the COR within 5 business days after contract award.

(6)  The Contractor employee will receive an email notification from the Security and Investigation Center (SIC) through the Electronics Questionnaire for Investigations Processing (e-QIP) identifying the website link that includes detailed instructions regarding completion of the investigation documents (SF85, SF85P, or SF86).  The Contractor employee shall submit all required information related to their background investigations utilizing e-QIP.

(7)  The Contractor employee is to certify and release the e-QIP document, print and sign the signature pages, and send them to the COR for electronic submission to the SIC.  These should be submitted to the COR within 3 business days of receipt of the e-QIP notification email.

(8)  The Contractor shall be responsible for the actions of all personnel provided to work for VA under this contract.  In the event that damages arise from work performed by Contractor personnel, under the auspices of this contract, the Contractor shall be responsible for all resources necessary to remedy the incident.

(9)  A Contractor employee may be granted unescorted access to VA facilities and/or access to VA Information Technology resources (network and/or protected data) with a favorably adjudicated Special Agreement Check (SAC) or "Closed, No Issues" (SAC) finger print results, completion of training delineated in VA Handbook 6500.6 (Appendix C, Section 9), and the signed "Contractor Rules of Behavior."   However, the Contractor will be responsible for the actions of the Contractor personnel they provide to perform work for the VA.  The investigative history for Contractor personnel working under this contract must be maintained in the database of the Office of Personnel Management.

(10)  The Contractor, when notified of an unfavorably adjudicated background investigation on a Contractor employee as determined by the Government, shall withdraw the employee from consideration in working under the contract.

(11)  Failure to comply with the Contractor personnel security investigative requirements may result in termination of the contract for default.

# ADDENDUM A – ADDITIONAL VA REQUIREMENTS, CONSOLIDATED

**A1.0 Cyber and Information Security Requirements for VA IT Services**

The Contractor shall ensure adequate LAN/Internet, data, information, and system security in accordance with VA standard operating procedures and standard PWS language, conditions, laws, and regulations. The Contractor’s firewall and web server shall meet or exceed VA minimum requirements for security. All VA data shall be protected behind an approved firewall. Any security violations or attempted violations shall be reported to the VA Program 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 assessment and authorization (A&A).

VA Handbook 6500.3 defines the procedures for Assessment, Authorization and Continuous Monitoring of VA Information Systems. A&A is the process used to ensure information systems have effective security safeguards which have been implemented, planned for, and documented in a security plan. The A&A process is the mechanism by which management provides formal authority for a system to operate and process information. A&A is based on the approval of the AO who is the senior most VA official assigned responsibility for IT systems. A&A is required by information security legislation and Federal regulation and provides a framework for auditing the efficiency and effectiveness of security controls. Since this acquisition will not require services that involve connection of one or more contractor-owned IT devices (such as a laptop computer or remote connection from a contractor system) to a VA internal trusted (i.e. non-public) network, A&A requirements do not apply, and a Security Accreditation Package will not be required. Additionally, VA Sensitive information will remain protected as it will reside behind the VA firewall at all times.

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). Security Requirements include: a) VA Approved Encryption Software must be installed on all laptops or mobile devices before placed into operation, b) Bluetooth equipped devices are prohibited within VA; Bluetooth must be permanently disabled or removed from the device, c) VA approved anti-virus and firewall software, d) Equipment must meet all VA sanitization requirements and procedures before disposal. The COR, CO, the Project Manager, and the Information Security Officer (ISO) must be notified and verify all security requirements have been adhered to.

Each documented initiative under this contract incorporates the VA Handbook 6500.6, “Contract Security,” March 12, 2010 by reference as though fully set forth therein. The VA Handbook 6500.6, “Contract Security” shall also be included in every related agreement, contract or order. The VA Handbook 6500.6, Appendix C, is included in this document as Addendum B.

Training requirements: The Contractor shall create TMS accounts and complete all mandatory training courses identified on the current external VA training site, VALU VA Learning University. The VALU VA Learning University may be accessed at (<https://www.tms.va.gov/learning/user/SelfRegistrationUserSelection.do>). If local Program Office desires, the Contractor shall use the VALU VA Learning Website to complete their mandatory training, accessed at <https://www.tms.va.gov/learning/user/SelfRegistrationUserSelection>.

Once Contractor TMS accounts are created and mandatory training completed, Contractor TMS accounts may be move to VA domains where VA computer access for contractors are created to monitor training.

Contractor employees shall complete a VA Systems Access Agreement and submit an appropriate background investigation before permitted access privileges to VA computer systems.

**A2.0 VA Enterprise Architecture Compliance**

The applications, supplies, and services furnished under this contract must comply with One-VA Enterprise Architecture (EA), available at http://www.ea.oit.va.gov/index.asp in force at the time of issuance of this contract, including the Program Management Plan and VA's rules, standards, and guidelines in the Technical Reference Model/Standards Profile (TRMSP). The VA reserves the right to assess contract deliverables for EA compliance prior to acceptance

**A2.1 VA Internet and Intranet Standards:**

The Contractor shall adhere to and comply with VA Directive 6102 and VA Handbook 6102, Internet/Intranet Services, including applicable amendments and changes, if the Contractor’s work includes managing, maintaining, establishing and presenting information on VA’s Internet/Intranet Service Sites. This pertains, but is not limited to: creating announcements; collecting information; databases to be accessed, graphics and links to external sites.

Internet/Intranet Services Directive 6102 is posted at (copy and paste the following URL to browser): <http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=409&FType=2>

Internet/Intranet Services Handbook 6102 is posted at (copy and paste following URL to browser): <http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=410&FType=2>

**A3.0 Notice of the Federal Accessibility Law Affecting All Electronic and Information Technology Procurements (Section 508)**

On August 7, 1998, Section 508 of the Rehabilitation Act of 1973 was amended to require that when Federal departments or agencies create, procure, maintain, or use Electronic and Information Technology, that they shall ensure it allows Federal employees with disabilities to have access to and use of information and data that is comparable to the access to and use of information and data by other Federal employees. Section 508 required the Architectural and Transportation Barriers Compliance Board (Access Board) to publish standards setting forth a definition of electronic and information technology and the technical and functional criteria for such technology to comply with Section 508. These standards have been created and are published with an effective date of December 21, 2000. Federal departments and agencies shall create all Electronic and Information Technology requirements to comply with the standards found in 36 CFR 1194.

**Section 508 – Electronic and Information Technology (EIT) Standards:**

The Section 508 standards established by the Architectural and Transportation Barriers Compliance Board (Access Board) are incorporated into, and made part of all VA orders, solicitations and purchase orders created to procure Electronic and Information Technology (EIT). These standards are found in their entirety at: <http://www.section508.gov> and <http://www.access-board.gov/sec508/standards.htm>. A printed copy of the standards will be supplied upon request. The Contractor shall comply with the technical standards as marked:

\_x\_§ 1194.21 Software applications and operating systems

\_x\_§ 1194.22 Web-based intranet and internet information and applications

\_x\_§ 1194.23 Telecommunications products

\_x\_§ 1194.24 Video and multimedia products

\_x\_§ 1194.25 Self contained, closed products

\_x\_§ 1194.26 Desktop and portable computers

\_x\_§ 1194.31 Functional Performance Criteria

\_x\_§ 1194.41 Information, Documentation, and Support

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

**A4.0 Physical Security & Safety Requirements:**

The Contractor and their personnel shall follow all VA policies, standard operating procedures, applicable laws and regulations while on VA property. Violations of VA regulations and policies may result in citation and disciplinary measures for persons violating the law.

1. The Contractor and their personnel shall wear visible identification at all times while they are on the premises.
2. The VA does not provide parking spaces at the work site; the Contractor must obtain parking at the work site if needed. It is the responsibility of the Contractor to park in the appropriate specified parking areas. The VA will not invalidate or make reimbursement for parking violations of the Contractor under any conditions.
3. Smoking is prohibited inside/outside any building other than the specified smoking areas.
4. Possession of weapons is prohibited.
5. The Contractor shall obtain all necessary licenses and/or permits required to perform the work, with the exception of software licenses that need to be procured from a Contractor or vendor in accordance with the requirements document. The Contractor shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract.

**A5.0 Confidentiality and Non-Disclosure**

The Contractor shall follow all VA rules and regulations regarding information security to prevent disclosure of sensitive information to unauthorized individuals or organizations.

The Contractor may have access to Protected Health Information (PHI) and Electronic Protected Health Information (EPHI) that is subject to protection under the regulations issued by the Department of Health and Human Services, as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA); 45 CFR Parts 160 and 164, Subparts A and E, the Standards for Privacy of Individually Identifiable Health Information (“Privacy Rule”); and 45 CFR Parts 160 and 164, Subparts A and C, the Security Standard (“Security Rule”). Pursuant to the Privacy and Security Rules, the Contractor must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI and EPHI.

1. The Contractor will have access to some privileged and confidential materials of VA. These printed and electronic documents are for internal use only, are not to be copied or released without permission, and remain the sole property of VA. Some of these materials are protected by the Privacy Act of 1974 (revised by PL 93-5791) and Title 38. Unauthorized disclosure of Privacy Act or Title 38 covered materials is a criminal offense.
2. The VA Contracting Officer will be the sole authorized official to release in writing, any data, draft deliverables, final deliverables, or any other written or printed materials pertaining to this contract. The Contractor shall release no information. Any request for information relating to this contract presented to the Contractor shall be submitted to the VA Contracting Officer for response.
3. Contractor personnel recognize that in the performance of this effort, Contractor personnel may receive or have access to sensitive information, including information provided on a proprietary basis by carriers, equipment manufacturers and other private or public entities. Contractor personnel agree to safeguard such information and use the information exclusively in the performance of this contract. Contractor shall follow all VA rules and regulations regarding information security to prevent disclosure of sensitive information to unauthorized individuals or organizations as enumerated in this section and elsewhere in this Contract and its subparts and appendices.
4. Contractor shall limit access to the minimum number of personnel necessary for contract performance for all information considered sensitive or proprietary in nature. If the Contractor is uncertain of the sensitivity of any information obtained during the performance this contract, the Contractor has a responsibility to ask the VA Contracting Officer.
5. Contractor shall train all of their employees involved in the performance of this contract on their roles and responsibilities for proper handling and nondisclosure of sensitive VA or proprietary information. Contractor personnel shall not engage in any other action, venture or employment wherein sensitive information shall be used for the profit of any party other than those furnishing the information. The sensitive information transferred, generated, transmitted, or stored herein is for VA benefit and ownership alone.
6. Contractor shall maintain physical security at all facilities housing the activities performed under this contract, including any Contractor facilities according to VA-approved guidelines and directives. The Contractor shall ensure that security procedures are defined and enforced to ensure all personnel who are provided access to patient data must comply with published procedures to protect the privacy and confidentiality of such information as required by VA.
7. Contractor must adhere to the following:
	1. The use of “thumb drives” or any other medium for transport of information is expressly prohibited.
	2. Controlled access to system and security software and documentation.
	3. Recording, monitoring, and control of passwords and privileges.
	4. All terminated personnel are denied physical and electronic access to all data, program listings, data processing equipment and systems.
	5. VA, as well as any Contractor (or Subcontractor) systems used to support development, provide the capability to cancel immediately all access privileges and authorizations upon employee termination.
	6. Contractor PM and VA PM are informed within twenty-four (24) hours of any employee termination.
	7. Acquisition sensitive information shall be marked "Acquisition Sensitive" and shall be handled as "For Official Use Only (FOUO)".
	8. Contractor does not require access to classified data.
8. Regulatory standard of conduct governs all personnel directly and indirectly involved in procurements. All personnel engaged in procurement and related activities shall conduct business in a manner above reproach and, except as authorized by statute or regulation, with complete impartiality and with preferential treatment for none. The general rule is to strictly avoid any conflict of interest or even the appearance of a conflict of interest in VA/Contractor relationships.

# ADDENDUM B

**VA INFORMATION AND INFORMATION SYSTEMS SECURITY/PRIVACY LANGUAGE VA HANDBOOK 6500.6, APPENDIX C, MARCH 12, 2010**

**B.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.

**B.2 ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS**

* 1. A Contractor/Subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, Subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.
	2. All Contractors, Subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for Contractors must be in accordance with VA Directive and Handbook 0710, Personnel Suitability and Security Program. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.
	3. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.
	4. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the Contractor/Subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.
	5. The Contractor or Subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the Contractor or Subcontractor’s employ. The Contracting Officer must also be notified immediately by the Contractor or Subcontractor prior to an unfriendly termination.

**B.3 VA INFORMATION CUSTODIAL LANGUAGE**

1. Information made available to the Contractor or Subcontractor by VA for the performance or administration of this contract or information developed created 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 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).
2. VA information should not be co-mingled, if possible, with any other data on the Contractors/Subcontractor’s information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the Contractor must ensure that VA’s information is returned to the VA or destroyed in accordance with VA’s sanitization requirements. VA reserves the right to conduct on site inspections of Contractor and Subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.
3. Prior to termination or completion of this contract, Contractor/Subcontractor must not destroy information received from VA, or gathered/created by the Contractor in the course of performing this contract without prior written approval by VA. Any data destruction done on behalf of VA by a Contractor/Subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, Records and Information Management and its Handbook 6300.1 Records Management Procedures, applicable VA Records Control Schedules, and VA Handbook 6500.1, Electronic Media Sanitization. Self-certification by the Contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.
4. The Contractor/Subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.
5. The Contractor/Subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on Contractor/Subcontractor electronic storage media for restoration in case any electronic equipment or data used by the Contractor/Subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.
6. If VA determines that the Contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the Contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.
7. If a VHA contract is terminated for cause, the associated Business Associate Agreement (BAA) must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, Business Associate Agreements. Absent an agreement to use or disclose protected health information, there is no business associate relationship.
8. The Contractor/Subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.
9. The Contractor/Subcontractor’s firewall and Web services security controls, if applicable, shall meet or exceed VA’s minimum requirements. VA Configuration Guidelines are available upon request.
10. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the Contractor/Subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA’s prior written approval. The Contractor/Subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.
11. Notwithstanding the provision above, the Contractor/Subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the Contractor/Subcontractor is in receipt of a court order or other requests for the above mentioned information, that Contractor/Subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.
12. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or a Memorandum of Understanding-Interconnection Service Agreement (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 COR.

**B.4 INFORMATION SYSTEM DESIGN AND DEVELOPMENT**

1. Information systems that are designed or developed for or on behalf of VA at non-VA facilities shall comply with all VA directives developed in accordance with FISMA, HIPAA, NIST, and related VA security and privacy control requirements for Federal information systems. This includes standards for the protection of electronic PHI, outlined in 45 C.F.R. Part 164, Subpart C, information and system security categorization level designations in accordance with FIPS 199 and FIPS 200 with implementation of all baseline security controls commensurate with the FIPS 199 system security categorization (reference Appendix D of VA Handbook 6500, *VA Information Security Program*). During the development cycle a Privacy Impact Assessment (PIA) must be completed, provided to the COR, and approved by the VA Privacy Service in accordance with Directive 6508, *VA Privacy Impact Assessment.*
2. The Contractor/Subcontractor shall certify to the COR 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 VA. This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista) and future versions, as required.
3. The standard installation, operation, maintenance, updating, and patching of software shall not alter the configuration settings from the VA approved and FDCC configuration. Information technology staff must also use the Windows Installer Service for installation to the default “program files” directory and silently install and uninstall.
4. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.
5. The security controls must be designed, developed, approved by VA, and implemented in accordance with the provisions of VA security system development life cycle as outlined in NIST Special Publication 800-37, *Guide for Applying the Risk Management Framework to Federal Information Systems*, VA Handbook 6500, *Information Security Program* and VA Handbook 6500.5, *Incorporating Security and Privacy in System Development Lifecycle.*
6. The Contractor/Subcontractor is required to design, develop, or operate a System of Records Notice (SOR) on individuals to accomplish an agency function subject to the Privacy Act of 1974, (as amended), Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Privacy Act may involve the imposition of criminal and civil penalties.
7. The Contractor/Subcontractor agrees to:
8. 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:
9. The Systems of Records (SOR); and
10. The design, development, or operation work that the Contractor/Subcontractor is to perform;
11. 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
12. 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.
13. 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.
14. The vendor shall ensure the security of all procured or developed systems and technologies, including their subcomponents (hereinafter referred to as “Systems”), throughout the life of this contract and any extension, warranty, or maintenance periods. This includes, but is not limited to workarounds, patches, 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 vendor anywhere in the Systems, including Operating Systems and firmware. The vendor shall ensure that Security Fixes shall not negatively impact the Systems.
15. The vendor shall notify VA within 24 hours of the discovery or disclosure of successful exploits of the vulnerability which can compromise the security of the Systems (including the confidentiality or integrity of its data and operations, or the availability of the system). Such issues shall be remediated as quickly as is practical, based upon the severity of the incident.
16. When the Security Fixes involve installing third party patches (such as Microsoft OS patches or Adobe Acrobat), the vendor will provide written notice to VA that the patch has been validated as not affecting the Systems within 10 working days. When the vendor is responsible for operations or maintenance of the Systems, they shall apply the Security Fixes as quickly as practical, based upon the severity of the incident.
17. 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.

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

1. For information systems that are hosted, operated, maintained, or used on behalf of VA at non-VA facilities, Contractors/Subcontractors are fully responsible and accountable for ensuring compliance with all HIPAA, Privacy Act, FISMA, NIST, FIPS, and VA security and privacy directives and handbooks. This includes conducting compliant risk assessments, routine vulnerability scanning, system patching and change management procedures, and the completion of an acceptable contingency plan for each system. The Contractor’s security control procedures must be equivalent, to those procedures used to secure VA systems. A Privacy Impact Assessment (PIA) must also be provided to the COR and approved by VA Privacy Service prior to operational approval. All external Internet connections to VA’s network involving VA information must be reviewed and approved by VA prior to implementation.
2. Adequate security controls for collecting, processing, transmitting, and storing of Personally Identifiable Information (PII), as determined by the VA Privacy Service, must be in place, tested, and approved by VA prior to hosting, operation, maintenance, or use of the information system, or systems by or on behalf of VA. These security controls are to be assessed and stated within the PIA and if these controls are determined not to be in place, or inadequate, a Plan of Action and Milestones (POA&M) must be submitted and approved prior to the collection of PII.
3. Outsourcing (Contractor facility, Contractor equipment or Contractor staff) of systems or network operations, telecommunications services, or other managed services requires certification and accreditation (authorization) (C&A) of the Contractor’s systems in accordance with VA Handbook 6500.3, Certification and Accreditation and/or the VA OCS Certification Program Office. Government-owned (Government facility or Government equipment) Contractor-operated systems, third party or business partner networks require memorandums of understanding and interconnection agreements (MOU-ISA) which detail what data types are shared, who has access, and the appropriate level of security controls for all systems connected to VA networks.
4. The Contractor/Subcontractor’s system must adhere to all FISMA, FIPS, and NIST standards related to the annual FISMA security controls assessment and review and update the PIA. Any deficiencies noted during this assessment must be provided to the VA contracting officer and the ISO for entry into VA’s POA&M management process. The Contractor/Subcontractor must use VA’s POA&M process to document planned remedial actions to address any deficiencies in information security policies, procedures, and practices, and the completion of those activities. Security deficiencies must be corrected within the timeframes approved by the Government. Contractor/Subcontractor procedures are subject to periodic, unannounced assessments by VA officials, including the VA Office of Inspector General. The physical security aspects associated with Contractor/Subcontractor activities must also be subject to such assessments. If major changes to the system occur that may affect the privacy or security of the data or the system, the C&A of the system may need to be reviewed, retested and re-authorized per VA Handbook 6500.3. This may require reviewing and updating all of the documentation (PIA, System Security Plan, and Contingency Plan). The Certification Program Office can provide guidance on whether a new C&A would be necessary.
5. The Contractor/Subcontractor must conduct an annual self-assessment on all systems and outsourced services as required. Both hard copy and electronic copies of the assessment must be provided to the COR. The Government reserves the right to conduct such an assessment using Government personnel or another Contractor/Subcontractor. The Contractor/Subcontractor must take appropriate and timely action (this can be specified in the contract) to correct or mitigate any weaknesses discovered during such testing, generally at no additional cost.
6. VA prohibits the installation and use of personally-owned or Contractor/Subcontractor owned equipment or software on VA’s network. If non-VA owned equipment must be used to fulfill the requirements of a contract, it must be stated in the service agreement, SOW or contract. All of the security controls required for Government furnished equipment (GFE) must be utilized in approved other equipment (OE) and must be funded by the owner of the equipment. All remote systems must be equipped with, and use, a VA-approved antivirus (AV) software and a personal (host-based or enclave based) firewall that is configured with a VA approved configuration. Software must be kept current, including all critical updates and patches. Owners of approved OE are responsible for providing and maintaining the anti-viral software and the firewall on the non-VA owned OE.
7. All electronic storage media used on non-VA leased or non-VA owned IT equipment that is used to store, process, or access VA information must be handled in adherence with VA Handbook 6500.1, Electronic Media Sanitization upon: (i) completion or termination of the contract or (ii) disposal or return of the IT equipment by the Contractor/Subcontractor or any person acting on behalf of the Contractor/Subcontractor, whichever is earlier. Media (hard drives, optical disks, CDs, back-up tapes, etc.) used by the Contractors/Subcontractors that contain VA information must be returned to 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.

**B.6 SECURITY INCIDENT INVESTIGATION**

* 1. The term “security incident” means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The Contractor/Subcontractor shall immediately notify the COR and simultaneously, the designated specified ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the Contractor/Subcontractor has access.
	2. To the extent known by the Contractor/Subcontractor, the Contractor/Subcontractor’s notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the Contractor/Subcontractor considers relevant.
	3. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.
	4. In instances of theft or break-in or other criminal activity, the Contractor/Subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The Contractor, its employees, and its Subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The Contractor/Subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

**B.7 LIQUIDATED DAMAGES FOR DATA BREACH**

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

	1. Date of occurrence;
	2. Data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
3. Number of individuals affected or potentially affected;
4. Names of individuals or groups affected or potentially affected;
5. Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
6. Amount of time the data has been out of VA control;
7. The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
8. Known misuses of data containing sensitive personal information, if any;
9. Assessment of the potential harm to the affected individuals;
10. Data breach analysis as outlined in 6500.2 Handbook, *Management of Security and Privacy Incidents*, as appropriate; and
11. Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

	1. 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:
12. Notification;
13. One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
14. Data breach analysis;
15. Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
16. One year of identity theft insurance with $20,000.00 coverage at $0 deductible; and
17. Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

**B.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 created, 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.

**B.9 TRAINING**

1. All Contractor employees and Subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:
2. Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior, Appendix D relating to access to VA information and information systems;
3. Successfully complete the *VA Privacy and Information Security Awareness* *and Rules of Behavior* training and annually complete required security training;
4. Successfully complete VHA Privacy Policy Training if Contractor will have access to PHI;
5. Successfully complete the appropriate VA privacy training and annually complete required privacy training; and
6. Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access
7. The Contractor shall provide to the contracting officer and/or the COR 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.
8. 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.

**VA ACQUISITION REGULATION SOLICITATION PROVISION AND CONTRACT CLAUSE**

**NOTE:** This clause will undergo official rule making by the Office of Acquisitions and Logistics. The below language will be submitted for public review through the *Federal Register*. The final wording of the clause may be changed from what is outlined below based on public review and comment. Once approved, the final language in the clause can be obtained from the Office of Acquisitions and Logistics Programs and Policy.

**1. SUBPART 839.2 – INFORMATION AND INFORMATION TECHNOLOGY SECURITY REQUIREMENTS**

839.201 Contract clause for Information and Information Technology Security:

1. Due to the threat of data breach, compromise or loss of information that resides on either VA-owned or contractor-owned systems, and to comply with Federal laws and regulations, VA has developed an Information and Information Technology Security clause to be used when VA sensitive information is accessed, used, stored, generated, transmitted, or exchanged by and between VA and a contractor, subcontractor or a third party in any format (e.g., paper, microfiche, electronic or magnetic portable media).
2. In solicitations and contracts where VA Sensitive Information or Information Technology will be accessed or utilized, the CO shall insert the clause found at 852.273-75, Security Requirements for Unclassified Information Technology Resources.

**2. 852.273-75 - SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (INTERIM- OCTOBER 2008)**

As prescribed in 839.201, insert the following clause:

The contractor, their personnel, and their subcontractors shall be subject to the Federal laws, regulations, standards, and VA Directives and Handbooks regarding information and information system security as delineated in this contract.

# (END OF CLAUSE)