

EXHIBIT B
Cape May CBOC -
AGENCY SPECIFIC REQUIREMENTS 02/14/18
LEASE # 36C24418L0017

GENERAL: The Lessor shall provide office space as identified herein, for which the Wilmington VA Medical Center will operate a Community Based VA Clinic in Cape May New Jersey. The rental rate shall include all requirements herein identified.

5.1.1 SITE SELECTION: The site shall be located in Cape May New Jersey The site needs to comply with the following conditions:

- Within walking distance of a bus route or other public transportation
- Located within, adjacent to or encompassed within medical office space or healthcare space
- Include room for future growth

5.2 REQUIREMENTS: The VA is seeking office/medical space located within Cape May New Jersey for occupancy on not later than (01/31/2019), for a 10 year, 5 year firm (5-firm, 5-soft) lease. The Lessor shall allow the VA access to individual men's/women's common area restrooms (if applicable) by VA clientele.

5.2.1 DESIGN AND CONSTRUCTION REQUIREMENTS: The lessor shall hire and retain the service a Licensed Professional Architect/ Engineering firm (AE) to provide all design work necessary to prepare leased space for VA use. All design and subsequent construction shall be provided by the Lessor, and must follow all applicable design, energy, environmental, historical, fire safety, physical security and National Fire Protection Association NFPA codes and standards as noted in the procedures, guides, manuals and standards found in the Office of Construction and Facilities Management's Technical Information Library (TIL) located at: <http://www.cfm.va.gov/TIU> The Lessor shall submit within (14) days of award a complete and comprehensive construction and design scheduled that describes all phases of this project, including design, permitting, and construction. The design phase of this project shall be extensive enough to reasonably identify the building being renovated or constructed will meet the requirements listed throughout this document. Design schedule should include at a minimum (5) drawing submissions to the VA for review and approval at the following increments (Floor Plan Development, Schematic, Design Development, 65% Construction Documents, and Final Construction Documents). If additional drawing submissions are required to achieve a design acceptable to the VA, the Lessor shall provide and submit at no additional cost to the VA. Floor plan development shall include multiple meetings with the VA staff as needed to obtain a floor plan acceptable to the VA. Drawing submissions shall include (4) full size drawings and (4) half size drawings delivered to the VA. Final construction drawings (AS-Builts) shall be delivered to the VA in CADD format. Drawing submissions to the VA for review and approval require (14) day review time by VA staff. Lessor schedule should reflect this review time. The duration for design and construction shall not exceed 365 days from award.

5.3 STANDARD CONDITIONS AND REQUIREMENTS: The following standard conditions and requirements shall apply to any space offered for use to the VA:

- A. First class medical/office space is required. Space offered must be section(s) of sound and substantial construction from either a new, modern building, or one that has undergone first class restoration or rehabilitation for the intended use. Tenants must be separated within the building so as the VA shall have privacy within their rented area. Building shall be designed and constructed in compliance with any and all applicable local, state, and federal code requirements.
- B. The Lessor shall provide a valid occupancy permit for the intended use of the VA and shall operate the building in conformance with local codes and ordinances within 45 calendar days after Government inspection and acceptance of the leased space.
- C. The Building and the offered space shall be accessible to the handicapped in accordance with the Uniform Federal Accessibility Standards (41 CFR 10119.6, App. A) and any recent accessibility requirements.
- D. The space shall be free of all asbestos-containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency (EPA) guidance shall be implemented. A report of the space being asbestos free shall be provided to the VA upon request.

5.4 UTILITIES AND SERVICES: The Lessor shall provide the following services and utilities on a daily basis unless a different frequency is specified herein. The cost for utilities and services shall be included in the rental rate. Utilities shall include:

- Heat
- Electric
- Power for Special Equipment
- Water (Hot & cold)
- Air Conditioning
- Services shall include:
- Local Telephone Service
- Snow Removal
- Trash Removal and Recycling Service
- Infectious Waste Removal
- Chilled Drinking Water
- Toilet Supplies
- Janitorial Service & Equipment
- Elevator Service (If Required)
- Window washing: Windows shall be cleaned/washed prior to occupancy by VA;

- Initial & Replacement lamps, tubes and ballasts.
- Painting: Any required painting shall be accomplished prior to occupancy by VA.

5.4.1 JANITORIAL SERVICES: The Lessor shall provide janitorial services for the leased space, public areas, entrances, and all other common areas and provide replacement of supplies. Cleaning shall be performed after tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in this solicitation.

SELECTION OF CLEANING PRODUCTS: The Lessor shall make careful selection of janitorial cleaning products and equipment to:

- Use products that are packaged ecologically;
- Use products and equipment considered environmentally beneficial and/or recycled products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable; and Minimize the use of harsh chemicals and the release of irritating fumes.
- Acceptable products will be Green Seal certified. Substitutions may be used with VA approval. Example products may be found at [HTTP://WWW.GSA.GOV/PORTAUCONTENT/104542](http://www.gsa.gov/portaucontent/104542) and [WWW.GREENSEAL.ORG/](http://www.greenseal.org/).
- The Lessor shall provide documentation confirming that Green Seal certified cleaning, paper and personal product are exclusively used for cleaning services and supplied to the tenant.

SELECTION OF PAPER PRODUCTS: The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to EPA's CPG and Green Seal certified.

The Lessor shall maintain the leased premises, including outside areas, in a clean condition and shall provide supplies and equipment for the term of the lease. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.

A. Basic Cleaning Services. The contractor shall accomplish all cleaning tasks to meet the requirements identified below.

- Maintain Floors. Uniform appearance, free of all visible litter, mop strands, spots, dust, soil, streaks, swirl marks, detergent residue or any evidence of stains, film, debris, or standing water. No splash marks or mop streaks on furniture, walls, and baseboards. All items moved during cleaning returned to their original position. Replace worn floor coverings (this includes the moving and returning of furnishings).
- Vacuum Carpets. After vacuuming, the carpeted area shall be free of all visible dirt, debris, litter, and other Foreign matter. Any spots shall be removed by carpet manufacturer's approved methods as soon as noticed. All tears, burns, and raveling shall be brought to the attention of the Government representative. Area and throw rugs are included in these services.
- Trash Containers. All trash containers shall be emptied and returned to their initial location. Boxes, cans, and papers placed near a trash receptacle and marked "TRASH" shall be removed. Any obviously soiled or torn plastic liners shall be replaced. The trash shall be deposited in the nearest outside trash collection container. Trash receptacles shall be left clean, free of foreign matter, and free of odors.
- Clean Interior Building Surfaces. Interior building surfaces shall be clean. All horizontal surfaces must be dusted or cleaned to eliminate dust collection. Surfaces shall be free of dust, soil, dirt, debris, streaks, mold, mildew, lint, spills, stains, and cobwebs and unpleasant odors.
- Clean all interior glass, including glass doors, partitions, walls, display cases, directory boards, etc. After glass cleaning, there shall be no traces of film, dirt, smudges, streaks, water, fingerprints, or other debris.
- Drinking Fountains. All porcelain and polished metal surfaces, including the orifices, bubbles, and drain disinfected and free from streaks, stains, spots, smudges, and other obvious soil.
- Spot Cleaning. Spot cleaning shall be provided on a continuous basis. This includes, but is not limited to removing, cleaning smudges, fingerprints, marks, streaks, spills, etc. from washable surfaces of all walls, partitions, vents, grillwork, doors, door guards, push bars, kick plates, light switches, temperature controls, and fixtures. Spot cleaning shall result in surfaces having a clean, uniform appearance, free from streaks, spots, and evidence of soil.
- Clean Furniture. Furniture shall be free of dirt, soil, gum, lint, streaks, spots and stains, and moisture. All damaged or stained areas that cannot be removed must be reported to the Government representative within twenty-four (24) hours.
- Building Exterior. Trash receptacles shall not be full or overflowing. Doors, steps, stoops, bridges, and sidewalks shall be cleared of debris. Door handles and plates free from tarnish, streaks, stains, and hand marks. Walk off mats appropriately placed and free of soil and grit, with no moisture or grit underneath.
- Properly maintain plants and lawn(s), remove snow and ice from entrances, exterior walks, and parking lots by the beginning of the normal working hours and continuing throughout the day. Provide supply, installation, and replacement of light bulbs, tubes, ballasts and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.
- Wash Windows and Brush Screens. Windows and door panes free of dirt, film, smudges, fingerprints, streaks, and other debris. All screens free of insects, dust, dirt, cobwebs, lint, and other debris. Screens that are removed returned to their original positions.

- I. Pest Control. Control pests using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).
- B. Basic Restroom Cleaning Services. The contractor shall accomplish all cleaning tasks to meet the requirements identified below.
 - a. Clean and Disinfect. Completely clean and disinfect all surfaces of sink, toilet, bowls, urinals, lavatories, dispensers, plumbing fixtures, dispensers, doors, walls, and other such surfaces, using a germicidal detergent. After cleaning, receptacles will be free of deposits, dirt, streaks, and odors. Disinfect all surfaces of entry doors (including handles, kick plates, ventilation grates, metal guards, etc.) and wall area adjacent to wall mounted lavatories, urinals, and toilets.
 - b. Descale Toilet Bowls and Urinals. Descaling shall be performed as necessary to keep areas free of scale, soap film, and other deposits. After descaling, surfaces shall be free from streaks, stains, scale, scum, urine deposits, and rust stains.
 - c. Sweep and Mop Floors. After sweeping and mopping, the entire floor surface, including grout, shall be free from litter, dirt, dust, and debris. Grout on wall and floor tiles shall be free of dirt, scum, mildew, residue, etc. Floors shall have a uniform appearance without streaks, swirl marks, detergent residue, or any evidence of soil, stain, film, or standing water. Movable items shall be tilted or moved and swept and damp mopped underneath. Floors shall be stripped, scrubbed, waxed, etc. as necessary, to maintain sanitary conditions and a clean, uniform appearance.
- C. Periodic Cleaning Services.
 - a. Re-waxed floors. Stripped floor: Ready for the reapplication of sealer and floor finish (i.e. free of dirt, stains, deposits, wax finish, water and cleaning solutions).
 - b. Sealed floor. Uniform appearance, with all evidence of splashing on baseboards and furniture/fixtures completely removed.
 - c. Re-waxed floor. Uniform high gloss shine with all items moved during stripping, sealing, and waxing returned to their original position. A non-skid wax is required.
- D. Emergency or Special Event Cleaning. Upon notification, the contractor shall perform emergency or special event cleaning required in any building area or room covered under this lease. The contracting officer or designated representative will notify the contractor as soon as the emergency or special event is known, but no less than twenty-four (24) Hours prior to the event.

5.5 Toilet/ Sink Supplies: The Lessor shall provide and maintain all toilet supplies required under this contract which includes, but is not limited to: toilet paper, paper towels, and hand and antibacterial soap dispensers. Regular hand soap shall be provided for the bathrooms. Standardization calls for the usage of STERIS Brand, Kindest Kara - number 1105-87 and Bactoshield CHG 2% - number 1322-BJ antibacterial soap and hand sanitizer or approved equal to be provided for all sinks. Acceptable paper products will be Green Seal certified.

5.6 DRINKING FOUNTAINS: The Lessor shall provide a minimum of one chilled drinking fountain on each floor where the Government occupies space.

5.7 SPECIAL REQUIREMENTS: The Lessor shall renovate the space to meet the following specifications. The costs for renovations shall be included in the rental rate and when specific equipment is cited, using brand names, model numbers, etc., a comparable or equal may be utilized.

- Entire space shall be cleaned.
- All walls shall be patched, cleaned, and freshly painted.
- Worn, torn or soiled wall coverings shall be cleaned, repaired or replaced to match existing.
- Existing carpet may be accepted if it is in good condition and can be cleaned to meet VA satisfaction.
- Clean all vinyl tiles.
- Perform carpentry, electrical and plumbing work as determined necessary by the designated VA or Representative.
- Remove any fixtures, wires, etc., as determined necessary by the designated VA Representative.
- Provide at least two (2) master keys for each lock.
- Lessor to provide to Tenant certifications for yearly Fire Alarm Testing, Emergency Lighting Testing, Sprinkler Testing, and Fire Extinguisher Testing as applicable to the available systems.

5.8 DOORS IDENTIFICATION (SIGNAGE): The Lessor is responsible for the procurement and installation of Door identification (Signage). Exterior directional signage to be provided as required to direct patients to the leased space. This may vary, and be required at several locations, depending on the configuration of the building. Interior identification Signage shall be installed in approved locations adjacent to each room entrances within the suite. The Contracting Officer or designated VA representative must approve the door identification (signage). The Lessor shall submit a submittal for approval by the Contracting Officer or designated representative prior to procurement and subsequent installation of the signage. All signage will be ADA complaint in product and installation height. See additional information in sections 4.2, 4.3, and 4.4.

5.9 ELECTRICAL OUTLETS: A standard outlet with two plugs will be required. Number required and specific locations as required by VHA CFM design criteria available at <http://www.cfm.va.gov/til/dGuide/dgPACT.pdf>

5.10 SPACE REQUIREMENTS

5.10.1 PARKING: Up to 90 on-site vehicle parking spaces, paved and striped, must be provided for use by employees, patients and visitors, and official government vehicles. Of these, eight (8) spaces must be provided in close proximity to the building's main entrance for use by the handicapped/disabled persons. The remainder of the parking spaces shall be within 500 feet of the building. The Lessor shall provide the greater of the following: (1) the number of parking spaces required by local building or zoning regulations, or (2) the number of parking spaces indicated herein.

5.10.2 TELEPHONE AND TELECOMMUNICATIONS EQUIPMENT ROOM: This room shall be designed to accommodate the telecommunications system: it shall provide a 65 to 75 degree temperature range and a 40 to 60 relative humidity range 24 hours a day, 7 days a week, in order to minimize damage to Government-Owned-Equipment (GOE) delicate electronic circuits (for computerized systems only). There shall be NO plumbing or any other utilities not serving this room ran through this room.

5.10.3 AUTOMATED DATA PROCESSING CAPABILITY: The Lessor is responsible for procuring and installing a conduit system capable of carrying, a minimum of 4 pair cat 5e wire, in unshielded cable to every telecommunication outlet in the space. Each telecommunication outlet shall be installed by the Lessor, with 4-cat-6e wire, in unshielded, plenum rated cable, 4pair cables to each telecommunication outlet location. Each telecommunications outlet will have two (4)-Allen Tel data jacks# 41108-R05 data jack.

Wiring shall be as follows:

- Data Jacks: One CAT-6 cable for each data jack. Jack is to be wired with all (4 pair) wires.
- Voice jacks should be wired same as DATA due to possible deployment of VOIP
- Quads should have top two ports from left to right as: white/Orange and punch down all 4 pairs each. The top two cables(white/Orange)are usuallydedicated to Voice
- Next the bottom two ports from left to right should be: grey/Blue and punch down all 4 pairs each. The bottom two cables (grey/blue) are usually dedicated to data.

All cabling will be configured from each location to the designated communication closet room, (there will be 3 walls of 3/4 in fire retardant plywood on the walls). All cabling shall be supported independently at all locations the voice cable shall be terminated to patch panels, tested, and certified according to TIA/EIA 568-A standards by the contractor.

The Lessor shall also provide to VA:

- A. Sufficient quantity for required data and phone drops of CAT-6 Allen Tel 110 blocks #41AW2-100 or approved equal, 120 CAT-6 Allen Tel 110C-4 connecting blocks #OX-56719-98-00-01or approved equal, all cable runs to be terminated at each end by the contractor IAW TIA/EIA-568 standards. VA IRM personnel shall approve location of this equipment. Copies of all tests to be provided to the CO and the COR
- B. A 7' high, 24"wide x 36" deep Lockable cabinet must be provided. As well as a Rack Mountable UPS. Preferably an APC 2200. Also in the cabinet, an environmental Monitor.
- C. Room must be equipped with its own Temperature/Humidity Control Unit if size permits; else It must be placed on a separate zone then that of the rest of the Facility to which Controls can be adjusted within the closet itself.
- D. Sufficient quantity for required data and phone drops of 48 port Leviton Patch Panels #59484-8-48, 12 Ortronics wire management panels #OR-60400057, two 3" vertical wire management, Homaco #VO84CM 3e and one 6" vertical management Homaco #VO84CM 6e. 1 power feed (dedicated circuit) into the locked enclosure (emergency power if available).
- E. A minimum of 50-pair will need to be run from Ameritech's (or equivalent) D-mark (demarcation point) to the communications closet. If there are to be multiple closets due to architectural configuration, the communications closets shall be connected via wiring. There shall be a maximum distance of 300 lineal feet between each multiple communication closet.
- F. A 4" conduit shall be installed from the communications closet to the outside of the building which will be utilized only for communications cabling.
- G. Contractor shall provide a T-1 telephone line for secure data transfers.

6.10.4 PANIC ALARM SYSTEM: Lessor shall furnish and install one (1) panic alarm system. System shall have a wireless Panic Alarm device in rooms as noted in section 3.0 of the special requirements. Panic alarm device topography shall alarm back to Reception areas designated in 3.0 and to the local security as established by the Lessor. These main stations shall be set up to ring at the local Police station (and VA police) or Security Firm (as selected by the Lessor), if the alarm is not answered at the main "VA" station within the designated time frame (number of rings). Lessor shall provide a submittal to the Contracting Officer or designated representative for review and approval prior to procuring and installation thereof.

5.11 SECURITY SYSTEM:

Plans for this renovation shall include, but are not limited to:

- A. Provide panic buttons for each existing exam room, newly created exam room, group room, check in/administrative room and lab
- B. Provide a motion intrusion detection system for the entire VA space that is monitored by motion sensors, door contacts on exterior doors, and also door contacts on IT room doors. System shall meet the following requirements:
 - a. An internal, automatically charging DC standby power supply and a primary AC power operations.
 - b. An automatic reset capability following an intrusion detection
 - c. A local alarm level of 80 dB (min) to 90 dB (max) within the configuration of the protected area.
 - d. A low nuisance alarm susceptibility
 - e. Annunciators/keypad shall be located at front and rear entrance and shall have the capability of identifying protected zones.
 - f. System shall have the capability of transmitting alarms to an off-site alarm 24 Hr. monitoring company and VA police service.
 - g. Telecommunications Closet: Room must have motion detection inside the room and intrusion detection on the door. Room must have electronic physical Access Control Systems (EPACS) controlling entry to the room. If any of the walls of the telecommunications closet are exterior walls, they must be either brick or CMLI construction or have security mesh screening installed within the walls.
- C. Physical Access Control System (PACS) shall consist of:
 - a. Head-end equipment server
 - b. One or more networked PC-based workstations
 - c. Physical Access Control System and Database Management Software
 - d. Credential validation software/hardware
 - e. Field installed controllers
 - f. PIV Middleware
 - g. Card readers
 - h. Biometric identification devices
 - i. PIV <PIV-1>, <Legacy CAC>, <CAC NG>, <CAC EP>, <TWIG>, <FRAC> cards
 - j. Supportive information system
 - k. Door locks and sensors
 - l. Power supplies
 - m. Interfaces with:
 - i. Video Surveillance and Assessment System
 - ii. Gate, turnstile, and traffic arm controls
 - iii. Automatic door operators
 - iv. Intrusion Detection System
 - v. Intercommunication System
 - vi. Fire Protection System
 - vii. HVAC
 - viii. Building Management System
 - ix. Elevator Controls
- D. PACS shall provide secure and reliable identification of Federal employees and contractors by utilizing credential authentication per FIPS-201.
- E. Head-end equipment server, workstations and controllers shall be connected by a high-speed electronic data transmission network.
- F. Security doors, windows, walls, ceilings shall be in compliance with VHA CFM guidance regarding physical security of VA facilities. Available at: [HTTP://WWW.CFM.VA.GOV/FTI/USPCLRQMTS.ASP#PHS](http://www.cfm.va.gov/fti/USPCLRQMTS.ASP#PHS)

5.11.1 MOVABLE MODULE CASEWORK: Movable modular casework may be installed in any or all of the Office/Medical Space, as determined by the staff. The VA designated representative shall provide the Lessor with the appropriate data so that the Lessor can provide the appropriate wall structure to support the manufacturer's products in accordance with standard Building Codes concerning Government-Owned Property-Movable Module Casework.

5.12 NET USABLE SQUARE FEET = NUSF REQUIREMENTS:

Cape May VA Clinic Space Plan

Type of space	Quantity	Square footage	Total Square Footage	Section
Primary Care Exam Rooms	6	130	780	5.13.9
Comprehensive Women's Health Room.	1	130	130	5.13.9
Women's Health attached rest room	1	50	50	5.13.6
RN Rooms	0	120	0	
PACT Shared work space	8	120	960	
HBPC Team Work Area	1	200	200	
Equipment Room	1	120	120	5.13.12
Med Room	1	120	120	5.13.17
Patient restrooms for primary care patients	1	50	50	5.13.6
Alcove for in floor scale.	1	50	50	5.13.20
Behavioral Health offices	6	100	600	5.13.16
Restrooms for BH patients	1	50	50	5.13.6
Provider work area	0	150	0	5.13.16
Lab (Phlebotomy) with attached rest room.	1	200	200	5.13.18
Specialty Exam Rooms	1	130	130	5.13.9
Audiology suite	0	260	0	5.13.15
Audiology Therapy Room/Adjustment	0	130	0	5.13.15
Eye Room (Optometry)	1	240	240	5.13.15
Eye Room (Optometry)	1	150	150	5.13.15
Radiology	0	400	0	5.13.15
Radiology Control Room	0	100	0	5.13.15
Radiology Restroom	0	50	0	5.13.15
Radiology Dressing Room	0	35	0	5.13.15
PM&R Suite	1	600	600	5.13.16
Telehealth Room (Telerecital/Teledermatology)	1	150	150	5.13.11
Telehealth Exam Room	2	120	240	5.13.9
Pharmacist/Nutrition/Surgery Shared Space	0	200	0	5.13.15
Specialty Procedure Room	1	150	150	5.13.9
Soiled Utility Room adjacent to Procedure Room	1	100	100	5.13.22
Clean Supply Room	2	100	200	5.13.21
Staff Kitchen/conference room	1	200	200	5.13.8
Staff restrooms	2	50	100	5.13.5
Staff Lockers	1	50	50	5.13.5
Nurse Manager Office	1	150	150	5.13.16
Quiet/Privacy Rooms	1	100	100	5.13.14
Patient rest rooms in waiting area.	2	50	100	5.13.1
Admin area for 2 Medical Support Assistants and 1 N	1	200	200	5.13.2
HAS Interview Room	1	100	100	5.13.16
Admin supply closet.	1	50	40	5.13.13
Kiosk area in waiting room.	0	50	0	5.13.1
My HealtheVet and kiosk stations in waiting room.	1	50	40	5.13.1
Volunteer receiving area in waiting room.	1	50	40	5.13.14
Area for coffee in waiting room.	1	50	40	5.13.1
Wheelchair storage	1	50	40	5.13.12
IT closet	1	50	50	5.13.7
Electrical Room	0	50	0	
Storage for Homeless Coordinator	0	120	0	5.13.12
Veteran Service Officer Office	0	120	0	5.13.14
Vet Center Office Space	0	120	0	5.13.14
BH storage room	1	100	100	5.13.12
Conference Room	1	160	160	5.13.8
Conference rooms (used for patient groups to seat up to 24 participants)	1	220	220	5.13.8
Patients waiting area	1	200	200	5.13.1
Total Usable Square Footage			7,200	

Please note that entrance Vestibule and Corridor sizes will vary dependent on the configuration of the building.

5.12.1 GENERAL INFORMATION: Refer to current VA Master Construction Specifications (MCS) and Standard Details (SD) for more complete information on items listed in this document. MCS and SD can be found on Internet at the following address: at <http://www.cfm.va.gov/til/dGuide/dgPACT.pdf>

.For complete Design Guides and detailed requirements please see CFM Design Criteria located at <http://www.cfm.va.gov/til/dGuide/dgPACT.pdf> Design guides includes detailed requirements for Architectural, Electrical, HVAC, Plumbing, Site, Interior Design, and Structural elements.

All partitions within the VA space shall be full height from floor slab to deck or roof above. HVAC shall incorporate a fully ducted return. Architectural design shall be designed to ensure warehouse functionality. Landlord shall be responsible to maintain on-site testing and maintenance manuals/logs for all Electrical, Mechanical, or Life Safety systems. Emergency battery light tests, generator tests, etc... Tests and results of previous months test shall be submitted electronically as PDF to COR with each month's payment. Additional tests and reports may be requested from COR as necessary to meet NFPA or other regulatory requirements. Additional tests and reports shall be at no additional cost to the VA

5.12.2 NURSE CALL: Nurse Call will be have both visual and audio capabilities. Please refer to VA specs above for additional information.

5.13 TECHNICAL SPECIFICATIONS:

Generator – Lessor to be responsible to provide Back-up Generator.

6.0 OTHER SPECIAL REQUIREMENTS:

6.1 FLAG DISPLAY: A flag display is required outside the building (VA) entrance. The flag display location shall be selected and approved by the Contracting Officer or designated representative. The Flag will be provided by the Government and responsibility for displaying the flag will rest with the Government. The Lessor shall propose a location of the flag display on his/her site plan that shall be submitted with your offer. This requirement will be waived in writing if deemed inappropriate by the Contracting Officer.

6.2 SIGNAGE:

Corridor directional signs will be provided and installed by the lessor at designated locations throughout the building. Room identification shall be provided and installed adjacent to office and clinical entrances. The signage shall comply with the attached signage specifications.

- An exterior sign indicating the following will be furnished and installed by the lessor for the front of the building. The sign shall be freestanding and mounted perpendicular to the front street. It shall be configured of aluminum and bronze in color or other selected material by the VA. It shall be a minimum of 7' (foot) wide by 4' (foot) high and the "DOUBLE-SIDED" lettering and numbers shall be a minimum of 10" (inches). The street number shall be reflected on the approved sign. The sign shall be at least 36" (inches) above the ground to its lowest height. The location of the sign shall be established by the VA in the final design layout of the intended VA space.
- All signage shall comply with ADA and OSHA requirements.

6.3 EXTERIOR SIGNAGE: The Lessor shall provide and install an exterior sign indicating "Erie Department of Veterans Affairs Outpatient Clinic" in front of the building. The VA shall provide standards for signage and the lessor shall provide a shop drawing for review and approval prior to fabrication. See section 4.2 for additional information.

6.4 INTERIOR SIGNAGE: Door identification and interior directional signage required to direct patients from ground level entrance to the clinic space shall be provided. The VA shall provide standards for signage to the Lessor. See section 4.2 for additional information.

6.5 WINDOWS and WINDOWS COVERINGS: Owner shall provide a leased space with exterior windows to the space. All rooms which have exterior walls shall have a minimum of one (1) window in each room, except IT closet. Proper window treatments must be provided by Lessor and should be roller shades, 1% openness, chain and clutch control system or integrated blinds. Contracting Officer or designated representative must approve the use of any other material.

6.6 SECURITY: The Lessor shall provide a level of security, which reasonably deters unauthorized entry to the government, leased space during non-duty hours and deters loitering or disruptive acts in and around the space during duty hours. The Government considers a security guard reasonable. Guard shall be available at all times the clinic is open. A security system may deem to be reasonable. The Lessor shall provide submittal denoting extent of security system prior to VA approval.

6.7 12-MONTH EXTENSION CLAUSE (DEVIATION): Where funds are available, the VA has the option to extend this lease for one 12-month extension period at the stated price of the initial 5-year lease term. However, this 12-month extension option shall not be exercised, nor legal liability on the part of the Government arises for the payment of any money until and unless authorized by the VA Contracting Officer.

6.8 COVERED ENTRY: All main patients vehicular "drop-off areas, at the main entrance to the building, are required to have a covered canopy.

6.9

6.10 INSULATION: In all its procurement documents for renovations to the premises, the Lessor shall require that any insulation provided for the renovations must contain the minimum percentage of postconsumer paper or recovered material as shown below for the applicable product:

MATERIAL TYPE	PERCENTAGE BY WEIGHT
Cellulose Loose fill and spray on paper	75% postconsumer
Perlite composite board paper	23% postconsumer
Plastic rigid foam, polyisocyanurate/ polyurethane:	
Rigid Foam	9% postconsumer or recovered material
Foam-in-place	5% postconsumer or recovered material
Glass ridge foam	6% postconsumer or recovered material
Phenolic ridge foam	5% postconsumer or recovered material
Rock wool	75% postconsumer or recovered material

The Lessor shall require the contractor to provide the LESSOR with documentary evidence that the insulation provided for the renovations was produced with the required minimum percentage of post-consumer paper or recovered material as appropriate.

6.11 PRIVACY TRAINING:

- A. VA Privacy and Information Security Awareness Course must be completed by all contractors and subcontractor employees assigned to VA accounts prior to delivery of service and annually thereafter.
- B. To complete the training modules:
 - a. Access courses electronically through EES at the following website:
<HTTPS://WWW/LEARNING.NET/LIBRIX/LOGINHTML.ASP?V=LIBRIX>.
 - i. After you have gained access to the site, follow procedures to register if you are new user, login using your username and password
 - ii. Click "Available Courses" (left hand column)
 - iii. Enter FY11 in the "Keyword" from the Advanced Search section (center of page)
 - iv. Click "Search"
 - v. Select VA Privacy and Information Security Awareness and Rules of Behavior FY 11.
 - vi. Print the training certificate at the end of the session or;
 - vii. Review the text version of the training modules and complete the certificates found at the end of the training modules,
- C. The contractor shall provide to the VA COR a copy of the completed training certificate(s).

6.12 5.0 References and Code Requirements:

- A. The Lessor shall design and construct the building and site work in accordance with this solicitation, all applicable Federal regulations, local Building and Zoning Codes and ordinances, and applicable utility company requirements. The term "local building and zoning codes and ordinances," or similar text, shall be understood to mean the current codes and regulations as approved and administered by Authorities Having Jurisdiction (AHJ) at the project location at the time of permitting. Where there is a conflict between the various codes or standards, the most stringent shall apply.
- B. The Public Buildings Amendment Act of 1988, Public Law (Pub. L.) 100-678 requires Federal agencies to follow national recognized "model" building codes. The Federal Participation in the Development and Use of Voluntary Standards, Office of Management and Budget (OMB) Circular A-119, requires all executive agencies to rely on voluntary standards, both domestic and international, whenever feasible, and to participate in voluntary standard bodies. As a Federal agency, VA is required to comply with Executive Orders. VA has adopted the following codes and standards as a minimum for all projects performed in the modernization, alteration, addition, or improvement of its real property and the construction of new structures. Applicable requirements have been incorporated in this Solicitation for Offers:
 - Air Conditioning Contractors of America Manual N for Commercial Load Calculations 5th Edition.
 - AINFGI (American Institute of Architects/Facility Guidelines institute):Guidelinesfor Design and Construction of Healthcare Facilities2006
 - ANSI/ASHRAE Standard 62.1 - Ventilation for Acceptable Indoor Air Quality 2007 (subject to revision)
 - ANSI/ASHRAE Standard 90.1 - Energy Standard for Buildings except Low-Rise Residential Buildings (Use ASHRAE Standard 90.1 - 2004 for computing energy benchmark. 2007 (subject to revision ANSI/ASHRAE Standard 15 - Safety Standard for Refrigeration Systems (subject to revision) shall be used for all minimum energy efficiency standards.
 - ANSI/ASHRAE Standard 170 - Ventilation of Healthcare Facilities 2008
 - Architectural Barriers Act Accessibility Standards (ABMS, 36CFR Part1191)2004
 - ASHRAE Handbook of Fundamentals 2005
 - ASHRAE Handbook of Refrigeration 2006
 - ASHRAE Handbook of Applications 2007
 - ASHRAE Handbook of Systems and Equipment 2008
 - ASME Boiler and Pressure Vessel Code 2007
 - ASME Code for Pressure Piping 2004
 - ASPE Data Book, Volume 1: Fundamentals of Plumbing Engineering 2004
 - ASPE Data Book, Volume 2: Plumbing Systems 2004
 - ASPE Data Book, Volume 3: Special Plumbing Systems 2004
 - Building Code Requirements for Reinforced Concrete, American Concrete Institute and Commentary (ACI 318) 2008
 - Illuminating Engineering Society (IES), The Lighting Handbook 10th edition.
 - International Building Code (IBC), with the exception of Chapter 10, unless locally adopted2009

- International Energy Conservation Code (IECC) 2009
- International Fuel Gas Code (IFGC) 2009
- International Mechanical Code 2006
- International Plumbing Code (IPC) 2009
- Manual of Steel Construction, Load and Resistance Factor Design
- Specifications for Structural Steel Buildings, American Institute of Steel Construction (AISC) 2005
- NFPA 101 - Life Safety Code 2009
- All Remaining NFPA National Fire Codes with the exception of NFPA 5000 and NFPA 900
- Current as published in May 2009
- National Standard Plumbing Code (NSPC) 2006
- Occupational Safety & Health Administration (OSHA) Standards (Healthcare) 2004
- Safety Code for Elevators and Escalators, American Society of Mechanical Engineers (ASME) A 17.1 2007
- Safety Standard for Refrigeration Systems - ASHRAE Standard 15 2007
- SMACNA - HVAC Duct Construction Standards: Metal & Flexible 2005, 3rd Edition
- SMACNA - HVAC Air Duct Leakage Test Manual 1985
- VA Barrier Free Design Guide, PG-18-13 2007
- US Pharmacopeia (USP) Revised General Chapter <797> Pharmaceutical Compounding-Sterile Preparations 2008
- VA Physical Security Design Manual - Life Safety Protected 2007
- VA Seismic Design Requirements, H-18-8 2008
- VHA National CAD Standard Application Guide 2006

C. NFPA 101 primarily addresses life safety and fire protection features, while the IBC addresses a wide range of considerations, including, but not limited to, structural strength, seismic stability, sanitation, adequate light and ventilation, and energy conservation. VA buildings must meet the requirements of NFPA 101 and documents referenced by NFPA 101 in order to comply with the accreditation requirements of the Joint Commission. Therefore, designs shall comply with the requirements of NFPA 101 and documents referenced therein. Design features not addressed by NFPA 101 or documents referenced therein shall comply with the requirements of the IBC.

D. Should a conflict exist between VA requirements and VA-adopted nationally recognized codes and standards, the conflict shall be brought to the attention of VA. The resolution of the conflict shall be made by the authority having jurisdiction for VA to ensure system-wide

6.13 6.11 TELECOMMUNICATIONS:

A. AUTOMATED DATA PROCESSING CAPABILITY: The Lessor is responsible for procuring and installing a conduit system capable of carrying, a minimum of 4 pair cat 6e wire, in unshielded, plenum rated cable to every telecommunication outlet in the space. Each telecommunication outlet shall be installed by the Lessor, with 4-cat-6e, 4pair cables to each telecommunication outlet location. Each telecommunications outlet will have two (4)-Allen Tel data jacks ("quad"s) # 41108-R05 data jack. Wiring shall be as follows:

- Data Jacks: One CAT-6 cable for each data jack. Jack is to be wired with all (4 pair) wires.
- Voice jacks should be wired same as DATA due to possible deployment of VOiP

B. The Lessor shall also to provide to the Tenant:

C. 6 CAT-6 Allen Tel 110 blocks #41AW2-100 or approved equal, 120 CAT-6 Allen Tel 110C-4 connecting blocks #OX- 56719-98-00-01 or approved equal, all cable runs to be terminated at each end by the contractor IAW TIA/EIA-568 standards. VA IRM personnel shall approve location of this equipment. Copies of all tests to be provided to the CO/ and the COTR

D. A 7' high, 24" wide x 36" deep Lockable cabinet must be provided. As well as a Rack Mountable UPS. Preferably an APC 2200. Also in the cabinet, an environmental Monitor, and a 48 port POE Cisco switch shall be provided. Monitor preferably an APC AP9320, or if discontinued, must be its replacement model. 48 port POE Cisco Switch MUST BE a WS-C3750-PS-S or greater model. Cisco Switch Must also be purchased with 1 year SmartNet Warranty, The VA will add to its continual SmartNet agreement thereafter.

- Room security panel must be equipped with its own Temperature/Humidity Control Unit if size permits; else it must be placed on a separate zone then that of the rest of the Facility to which Controls can be adjusted within the closet itself.
- A minimum of 50-pair will need to be run from Ameritech's (or equivalent) D-mark (demarcation point) to the communications closet. If there are to be multiple closets due to architectural configuration, the communications closets shall be connected via wiring. There shall be a maximum distance of 300 lineal feet between each multiple communication closet.
- A 4" conduit shall be installed from the communications closet to the outside of the building which will be utilized only for communications cabling.
- Excluding the aforementioned, all other telephone and computer terminations and work will be done by VA Technicians unless otherwise expressly stated.

7.0 MANDATORY PROVISIONS FOR ENERGY CONSERVATION

Federally mandated statutory requirements for energy conservation are also applicable to the leased facilities. These requirements include: (1) *Federal Leadership in High Performance and Sustainable Buildings: MOU (Memorandum of Understanding) Dated November 2006*. This document was signed by 21 Federal Agencies under the Federal Leadership in High Performance and Sustainable Buildings. The stated goals and objectives of the MOU are:

- A. New Construction and Major Renovation: Reduction in the Energy Cost Budget by 30% over the Baseline performance rating of ASHRAE Standard 90.1 - 2004. Reduction in the energy cost budget shall be implemented as the reduction in energy consumption measured as and energy usage index (EUI) number in BTU (British Thermal Units) square foot/year. Savings for major renovations will be stated relative to pre renovations 2003 baseline levels. Savings for new construction will be stated relative to an ASHRAE 90.1-2004 baseline building energy usage using Energy Cost Budget Method simulation methodology as detailed in Chapter 11 of ASHRAE 90.1-2004 shall be employed by a Certified Energy Manager (CEM), Building Energy Performance Analyst (BEPA) or equivalent energy engineering professional approved by the VA. Documentation confirming this energy performance of the proposed building or major renovation shall be provided to the VA. For major renovations, the proposed building design shall reduce the energy cost budget by 20% below pre-renovations 2003 baseline levels. It is assumed that the use of the facility shall remain similar before and after the renovation.
- B. In the event pre-renovation 2003 baseline data is not available, the A/E shall calculate the energy savings of the final, installed renovation design as compared to ASHRAE 90.1-2004 baseline levels. The term "major renovation" shall meet the following two guidelines:
 - i. Area of renovation is greater than 50% of the total area.
 - ii. A project is planned that significantly extends the building's useful life through alterations or repairs and totals more than 30% of the replacement value of the facility.

Additional issues addressed by MOU are:

- a. Commissioning: For the leased facilities, commissioning of the mechanical and other building systems shall be implemented to verify the intent of the design by inspecting and testing the systems.
 - b. Measurements and Verification: Per DOE Guidelines issued under section 103 of the Energy Policy Act of 2005 (EPAAct), install building level utility meters in new major construction and renovation projects to track and continuously optimize performance. MOU mandates that the actual performance data from the first year of operation should be compared with the energy design target. After one year of occupancy, measure all new major installations using the Energy Star® Benchmarking Tool for building and space types covered by ENERGY STAR® or FEMP-designated equipment. (2) Energy Policy Act (2005): DOE issued mandatory energy conservation guidelines as the final rule for implementing provisions of EPAAct 2005. (3) Executive Order 13423: Strengthening Federal Environmental, Energy, and Transportation Management Mandatory energy conservation guidelines are also reiterated in the above Executive Order DOE has mandated that a new Federal building must be designed to achieve an energy consumption level that is at least 30% below the level achieved under Standard 90.1-2004, if life-cycle cost-effective.
 - c. Life-Cycle Cost (LCC) Analysis (Requirements): If additional 30% reduction in energy consumption were not life-cycle cost-effective, the A/E must evaluate alternate designs at successive decrements (25%, 20%, or lower) in order to identify the most energy efficient design that is life-cycle cost-effective. And in so doing, all readily available energy conservation measures, with which the industry is generally familiar, should be considered and evaluated.

DOE further stipulates that the "agencies must estimate the life-cycle costs and energy consumption of the planned building as designed and an otherwise identical building just meeting the minimum criteria set forth in the applicable baseline ASHRAE or IECC standard. "This measure is meant to demonstrate and record the mandated compliance and the extent of it.
 - d. Life-Cycle Cost Analysis (Methodology): LCC shall be performed in accordance with the procedure outlined by the Department Of Energy (DOE) in the National Institute of Standards and Technology (NIST) Handbook 135 dated February 1996 (or the latest version) - Life-Cycle Costing Manual for the Federal Energy Management
- B. Existing Space: The Lessor shall provide documentation of the energy consumption of the energy performance of the existing tenant space or a space that has been renovated to a minor degree. The term "minor renovation" shall meet the following two guidelines:
- i. Area of renovation is less than 50% of the total area.
 - ii. A project is planned that extends the building's useful life through alterations or repairs and totals less than 30% of the replacement value of the facility.

The following performance standards shall be met for an existing space or a space that has underwent a minor renovation:

- a. Energy Budget the leased space energy consumption shall be stated Btu/square foot/year. The energy use of the space shall be 20% below pre-renovations 2003 baseline levels. Documentation confirming this performance shall be provided to the VA in one or more of the following forms:
 - i. 36 months of consecutive utility billing records for the space that demonstrates the average annual energy usage index numbers demonstrating building energy performance in the upper 25th percentile of the ENERGYSTAR's Portfolio Manager building ratings for the building type. See [HTTPS://WWW.ENERGYSTAR.GOV/ISTAR/PMPAM/](https://www.energystar.gov/istar/pmpam/)
 - ii. Energy engineering calculations verifying the space energy consumption completed by a CEM, BEPA or equivalent energy engineering professional approved by the VA. Calculations shall follow the Energy Cost Budget Method simulation methodology as detailed in Chapter 11 of ASHRAE 90.1- 2004 to demonstrate space energy savings or use the USDOE National Building Energy Codes Program's COMcheck energy code compliance tool to demonstrate energy savings. See [HTTP://WWW.ENERGYCODES.GOV/COMCHECK](http://www.energycodes.gov/comcheck) or [HTTPS://ENERGYCODE.PNL.GOV/COMCHECKWEB/](https://energycode.pnl.gov/comcheckweb/).
- b. Lighting Budget: The leased space shall consume 0.9 watts/square foot or less of electrical energy for ambient lighting or as noted otherwise in the space specifications for clinical spaces.
- c. HVAC cooling system: HVAC system's aggregate cooling capacity shall not exceed one ton refrigerant cooling capacity per 600 square feet of conditioned space. HVAC equipment capacities shall comply with and be verified by an Air Conditioning Contractors of America (ACCA) Manual N HVAC commercial load calculation (latest addition). A copy of the Manual N calculations performed and contact information for contractor/engineer who performed the analysis for the space shall be furnished to the VA. See <http://www.acca.org/>.
- d. Glazing: The indoor surface temperature of glazing shall not be less than 62°F when the outdoor temperature is 20°F.
- e. Interior Surfaces: The indoor surface temperature of opaque wall surfaces shall not be less than 70°F. when the outdoor temperature is 20°F.
- f. Ventilation: The ventilation system must provide air to the desk with less than 700 ppm CO2 during hours of occupancy unless noted differently in the space specification.
- g. Indoor Temperatures: The indoor temperature at the workspace shall be user controlled at 73°F. +/-2°F with building setback capability during non-operational hours unless noted differently in the space specification.
- h. Cooling Humidity: The indoor relative humidity shall not exceed 45% during the cooling season at established design conditions unless noted differently in the space specification.
- i. Heating Humidity: The indoor relative humidity shall be no less than 25% during the heating season at established design conditions unless noted differently in the space specification.

8.0 GENERAL

Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbook as VA and VA personnel regarding information and information system security.

ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

- a. A contractor/sub-contractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.
- b. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, *Personnel Suitability and Security Program*. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.
- c. 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.

VA INFORMATION CUSTODIAL LANGUAGE

- a. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data

- General, FAR 52.227-14(d) (1).

- b. VA information should not be co-mingled, if possible, with any other data on the Contractor/sub-contractor'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 onsite inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties and destruction/media sanitization procedures are in compliance with VA directive requirements.
- c. Prior to termination or completion of this contract, contractor/subcontractor must not destroy information received from VA, or gathered/created by the contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, *Records and Information Management* and its Handbook 6300.1 *Records Management Procedures*, applicable VA Records Control Schedules, and VA Handbook 6500.1, *Electronic Media Sanitization*. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.
- d. The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.
- e. The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.
- f. If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.
- g. If a VHA contract is terminated for cause, the associated BAA must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, *Business Associate Agreements*. Absent an agreement to use or disclose protected health information, there is no business associate relationship.
- j. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and Information systems to the VA contracting officer for response.
- k. Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order or other requests for the above mentioned information, that contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.

SECURITY INCIDENT INVESTIGATION

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

LIQUIDATED DAMAGES FOR DATA BREACH

a. Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.

b. The contractor/subcontractor shall provide notice to VA of a "security incident" as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.

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

(1) Nature of the event (loss, theft, unauthorized access);

(2) Description of the event, including:

(a) date of occurrence;

data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;

(3) Number of individuals affected or potentially affected;

(4) Names of individuals or groups affected or potentially affected;

(5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;

(6) Amount of time the data has been out of VA control;

(7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);

(8) Known misuses of data containing sensitive personal information, if any;

(9) Assessment of the potential harm to the affected individuals;

(10) Data breach analysis as outlined in 6500.2 Handbook, *Management of Security and Privacy Incidents*, as appropriate; and

(11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

d. Based on the determination of the independent risk analysis, the contractor **shall** be responsible for paying to the VA liquidated damages in the amount \$_____ per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

(1) Notification

(2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;

(3) Data breach analysis;

(4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;

(5) One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and

(6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

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-days' notice, at the request of the government, the contractor must fully cooperate and assist in a government-sponsored security controls assessment at each location wherein VA information is processed or stored or information systems are developed, operated, maintained, or used on behalf of VA, including those initiated by the Office of Inspector General. The government may conduct a security control assessment on shorter notice (to include unannounced assessments) as determined by VA in the event of a security incident or at any other time.

TRAINING

All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:

(1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the *Contractor Rules of Behavior*, Appendix E relating to access to VA information and information systems;

(2) Successfully complete the *VA Cyber Security Awareness and Rules of Behavior* training and annually complete required security training;

(3) Successfully complete the appropriate VA privacy training and annually complete required privacy training; and

(4) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access [to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document- e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, *Information Technology Security Training Requirements*.]

- a. 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.
- b. 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.