

**PERFORMANCE WORK STATEMENT  
ACTIVATION SERVICES CONTRACT  
SAN JOSE OUTPATIENT CLINIC  
Revised: MAY 15, 2018**

**1. OVERVIEW**

- a. The Contractor shall provide all resources necessary to perform building activation services for The VA Palo Alto Health Care System's (VAPAHCS) new community-based outpatient clinic (CBOC) to be located in San Jose, CA. Activation services include support of tasks related to Furniture, Fixtures and Equipment (FF&E) and Information Technology (IT) related items required to activate the CBOC. This scope of work includes, but is not limited to, receiving, inspecting, and installing new FF&E and IT items. This scope also includes the deactivation of the existing clinic, including removal of all existing FF&E and IT items, transporting and warehousing for a limited duration.

**Note:** See Section 13 for the list of Attachments (A-F) for definitions and supplemental information.

**2. BACKGROUND**

- a. The Department of Veterans Affairs (VA) is constructing a new 95,000 GSF CBOC on the San Jose site to replace the existing San Jose CBOC. Construction was completed in January 2018 and building acceptance by VAPAHCS was achieved in February 2018.
- b. VAPAHCS has developed an Integrated Project Team (IPT) to support this building activation project. The IPT will be based at the VA Palo Alto Health Care System (VAPAHCS) headquarters in Palo Alto, CA, and will direct resources onsite to the CBOC as appropriate. The IPT will be led by a VA project manager and will consist of a team to include a VA interior designer, VA equipment planner, VA materiel handler, VA property technician, and VA contracting officer.

**3. VAPAHCS GOVERNMENT FURNISHED ITEMS**

- a. Upon request, the VA will provide the Service Contractor with an office space at the San Jose CBOC large enough to accommodate two (2) work stations.
- b. The VA will provide the Contractor electronic FF&E inventory schedule and installation plans.
- c. The VA will provide the Contractor floor plans and a list of FF&E items that will be received directly at the CBOC which will require the Contractor to place or install. See Section 13.
- d. The VA will provide the FF&E seismic bracing/anchoring requirements for all applicable items.
- e. The VA will provide the list of minor equipment that requires attachment to rail systems.
- f. The VA will provide instructions for attaching minor equipment to wall mounted items, including, but not limited to, rail systems.

- g. The VA will provide the Contractor electronic vendor layout drawings.
- h. The VA will provide the Contractor access to Attainia, the VAPAHCS equipment and IT item planning system.
- i. The VA will provide Attainia system training to the appropriate Contractor resources.
- j. The VA will identify the rooms to be used as FF&E and IT item mock-ups.
- k. The VA will provide a report for each room, listing the room's FF&E and IT items. This report is commonly known as a "Door Report" or "Room-by-Room Report".
- l. The VA will provide the Contractor comments on the Contractor's initial draft of the project management plan (PMP) within seven (7) calendar days of project kick-off meeting. The notification to proceed to the Receiving and Installation Phase will be provided at this same time along with PMP comments.
- m. The VA will provide the Contractor comments on proposed changes to the PMP within twenty-one (21) calendar days of project kick-off meeting.
- n. The VA will coordinate the return or replacement of items damaged after the Contractor accepts them at the new SJ CBOC.
- o. The VA will provide the Contractor the delivery address for excess FF&E parts and items within seven (7) calendar days prior to the completion of the Receiving and Installation Phase.
- p. The VA will provide network connections for IT equipment at the new SJ CBOC.
- q. The VA will provide the Contractor a list of existing FF&E and IT items to be deactivated from the existing San Jose clinic and stored at the Contractor's warehouse. See Section 13.

#### **4. GENERAL CONTRACTOR REQUIREMENTS**

- a. The Contractor shall have proven expertise and previous experience with activating new medical facilities of similar scale.
- b. All proposed key personnel shall work on this project and be fully staffed on this project.
- c. The Contractor shall consider quality as the primary project constraint during project planning and execution.
- d. The Contractor shall request office space at the San Jose CBOC a minimum of two weeks in advance of needing the office space.
- e. The Contractor shall provide office furniture for the office space provided by the VA.
- f. The Contractor shall be responsible for providing office software and equipment (e.g., computers, printers) and internet connectivity while working at the San Jose CBOC.

- g. The Contractor shall communicate in writing any changes to proposed key personnel to the VA contracting officer's representative (COR) and contracting officer (CO) 30 days prior to changing personnel for VA approval.
- h. Contractor shall develop a proposed multidisciplinary team to fully execute all components of this contract.
- i. Contractor shall provide a proposed staffing matrix for all phases (see Section 5) on the project along with resumes of proposed team members and relevant work experience on previous medical facility activation projects.
- j. Contractor shall coordinate with the COR or a designated on-site coordinator to gain access to the new CBOC at all time.
- k. Contractor shall prepare to receive FF&E and IT items starting fourteen (14) calendar days after the award of this contract.
- l. Contractor shall provide access to VA personnel to asset tag FF&E and IT items during business hours.
- m. Contractor shall pull any FF&E and IT items from inventory at the request of VA personnel.
- n. Contractor shall unload and stage FF&E delivered to San Jose CBOC as determine by VA personnel.
- o. The Contractor shall include all costs related to warehousing in the contract price.
- p. Contractor shall use PlanGrid web-based software to manage the installation of FF&E and IT items.
- q. The Contractor shall include ten (10) PlanGrid licenses with unlimited sheet downloads/uploads for the VA's use for one year starting fourteen (14) calendar days after the project kick-off meeting.
- r. The Contractor shall provide ten (10) Apple 9.7 inch 256GB iPad Pro hand-held computing tablets with keyboard and folio case. PlanGrid installed and an unlimited LTE data plan for the VA's use for one year starting fourteen (14) calendar days after the project kick-off meeting.
- s. The Contractor shall provide wall and walkway protection prior to the receiving and installation phase. Contractor shall provide Masonite and ram boards to protect walkways, doors, elevator cabs and walls in high traffic areas as mutually agreed by the Contractor and the COR.
- t. The Contractor shall provide an option to assist the VA with additional activation activities, included, but not limited to, furniture and equipment reconfiguration, additional signage installation after the Delivery and Installation for up to sixty (60) calendar days. The Contractor shall provide a Project Manager, a lead installer and two (2) installers.
- u. The Contractor shall maintain the required General Public Liability Insurance and Workman's Compensation and Employer's Liability Insurance throughout the life of the contract.

## 5. DESCRIPTION OF SERVICES

### *a. Project Planning Phase*

1. The Contractor shall develop and maintain a PMP to include the following:
  - a. Phase-based integrated master schedule (IMS)
  - b. Communication Management Plan
  - c. Quality Management Plan
  - d. Risk Management Plan with risk register
  - e. Staffing Management Plan with staffing matrix
  - f. Inventory Management Plan
  - g. Receiving and Installation Plan
  - h. Lessons learned
  - i. Deactivation Plan
2. The Contractor shall use the proposed technical and management approach as the basis for the PMP unless otherwise directed by the COR.
3. The Contractor shall develop and maintain an IMS that details the Contractor's work in the Project Planning, Receiving and Installation and Deactivation Phases.
4. The Contractor shall provide an initial draft of the PMP at the kick-off meeting.
5. The Contractor shall provide a working draft of the PMP that incorporates the VA's comments no later than fourteen (14) calendar days after the kick-off meeting.
6. The Contractor shall confirm with the COR all rooms to be used as mock-ups during the Receiving and Installation Phase.
7. The Contractor shall identify rooms with FF&E installation requirements similar to the mock-up rooms.
8. The Contractor shall coordinate with the VA to determine the receiving and installation sequencing.
9. The Contractor shall obtain the VA's approval on the Receiving and Installation Plan.
10. The Contractor shall submit a revised and final PMP that incorporates the VA's comments no later than twenty-eight (28) calendar days after the kick-off meeting.
11. The Contractor shall obtain the VA's approval for changes to the PMP before executing the activities affected by the change.

### *b. Receiving and Installation Phase*

1. The Contractor will be responsible for the receiving, inspection, acceptance and installation of FF&E and IT items at the new San Jose CBOC. The Contractor shall move FF&E and IT items to identified holding and/or secured storage areas, and to each item's final destination in the CBOC as identified by the Section 13 documents and as instructed by the COR.

2. The Contractor shall be allotted the number of calendar days (up to 120) in accordance with the approved Receiving and Installation Phase schedule to receive and install all FF&E and IT items.
3. The Contractor shall provide all appropriate materials handling equipment (MHE) needed to receive, store, and install normal FF&E items as well as high value, sensitive medical equipment.
4. The Contractor shall follow the approved Inventory Management Plan during the Receiving and Installation Phase unless otherwise directed by the COR.
5. The Contractor shall perform a visual inspection of FF&E and IT items to identify possible damage prior to acceptance.
6. The Contractor shall notify the COR daily of any FF&E or IT items not accepted due to damage.
7. The Contractor shall document any damage to FF&E and IT items identified after item acceptance.
8. The Contractor shall immediately notify the COR of damage to FF&E and IT items detected after acceptance.
9. The Contractor shall coordinate with VA IPT personnel for property receiving, asset tagging, accounting and incoming inspection.
10. The Contractor shall make the FF&E and IT items accessible to VA IPT personnel.
11. The Contractor shall provide a workstation and internet connection for one (1) VA IPT personnel.
12. The Contractor shall provide a web-accessible inventory management system with up to ten (10) user licenses for VA IPT personnel.
13. The Contractor's web-accessible inventory management system shall provide the capability for users to query the system using the VA-provided purchase order number (PO).
14. The Contractor's web-accessible inventory management system shall, upon PO query submission, return all records with a matching PO.
15. The Contractor's web-accessible inventory management system shall provide inventory reporting capability that includes, at a minimum, a report listing each item received with the following fields:
  - a. PO number
  - b. Vendor
  - c. Quantity
  - d. Date received
  - e. Current location (e.g., at warehouse, delivered to site)
  - f. Date delivered to site

16. The Contractor shall ensure all VA-affixed barcodes and/or tracking devices are intact.
17. After COR notification to proceed with the Receiving and Installation phase, the Contractor shall be allotted the number of days (up to 120 days) in accordance with the approved Receiving and Installation phase schedule to install all FF&E and IT items.
18. The Contractor shall follow the approved Receiving and Installation Plan, including safety and security requirements, unless otherwise directed by the COR.
19. The Contractor shall assess, evaluate, verify, and confirm existing site conditions prior to notice to proceed with the Receiving and Installation phase.
20. The Contractor shall perform an on-site inspection with the COR prior to the commencement of the Receiving and Installation Phase to identify existing damage of the work site.
21. The Contractor shall record pre-existing work site damages in PlanGrid prior to the commencement of the Receiving and Installation Phase.
22. The Contractor's onsite project manager and, if necessary, key personnel shall participate in daily coordination meetings with the COR during the Receiving and Installation phase.
23. The Contractor shall schedule and administer weekly meetings with the VA IPT team at the new San Jose CBOC. Contractor shall prepare agenda and meeting minutes. Agenda shall be distributed to the VA activation team one (1) business day prior to the meeting. Meeting minutes shall be distributed within three (3) business day. Contractor shall upload agendas and meeting minutes onto PlanGrid.
24. The Contractor shall check in daily with the COR to coordinate daily activities, confirm anticipated product arrivals and progress of installations.
25. The Contractor shall consider VA's need to transport and deliver 100 VA-packed boxes from the existing clinic to the new San Jose CBOC.
26. The Contractor shall consider VA's need to package, transport, deliver and install 20 equipment items from the existing clinic to the new San Jose CBOC. Consider each equipment item to be equivalent to a microwave oven for size.
27. The Contractor shall coordinate with the COR to identify holding areas for FF&E and IT items.
28. The Contractor shall coordinate with the COR and appropriate VA vendors for scheduling and phasing FF&E and IT items installations.
29. The Contractor shall prepare the site for delivery, assembly, and installation prior to FF&E and IT item delivery.
30. The Contractor shall be liable for damage to FF&E and IT items, the building infrastructure, and work site caused by the Contractor (accidentally or purposefully).

31. The Contractor shall record in PlanGrid all damage to FF&E and IT items, the building infrastructure, and the work site identified by the Contractor and notify COR within one (1) business day of identification.
32. The Contractor shall develop a remediation plan to address damaged FF&E and IT items, the building infrastructure, and/or the work site and present it to the COR for approval within five (5) business day of identification.
33. The Contractor shall replace any damaged FF&E and IT items. The replacement must be the same make, model, accessories, color/finishes unless otherwise agreed to by the COR.
34. The Contractor shall obtain an approval by the COR and the manufacturer/vendor for any proposed repair. The proposed repair must not void the manufacturers and vendors' warranty.
35. The Contractor shall repair damaged building infrastructure and work site with product materials of equal quality, size, grade, and color, to match existing work.
36. The Contractor shall receive and install FF&E and IT items during normal business hours unless alternative arrangements are made with the COR.
37. The Contractor shall assemble all applicable FF&E and IT items in accordance with manufacturer's instructions, drawings, and specifications.
38. The Contractor shall install FF&E and IT items in accordance with all local, state and federal requirements and regulations including, but not limited to, seismic standards in accordance with California Administrative Code Title 24, Part 2, Section 2-2312.
39. The Contractor shall provide all materials and equipment required to satisfy FF&E and IT installation and seismic bracing requirements. This includes providing appropriate fasteners for the required installation conditions.
40. The Contractor shall install all new FF&E and IT items according to the vendors' layout drawings.
41. The Contractor shall install FF&E and IT items in designated rooms after the COR or IPT team member approves the FF&E and IT installation in the associated mock-up rooms.
42. The Contractor shall deliver all excess FF&E and IT items to a VAPAHCS facility located within 45 miles of the CBOC within seven (7) calendar days of completion of the Receiving and Installation phase as directed by the COR.
43. The Contractor shall install wall-hung items. See Section 13 documents.
44. The Contractor shall provide all materials and equipment to install minor wall-hung items. This includes providing required fasteners for the given installation conditions.
45. The Contractor shall install all attachments to minor equipment that will be placed on rail systems.
46. The Contractor shall provide all materials and equipment to install all attachments to minor equipment that will be placed on rail systems.

47. The Contractor receiving and installation personnel shall maintain a professional appearance while visiting the Palo Alto and SJ campuses.
48. The Contractor shall coordinate the final inspection, testing, and certification of all installed FF&E and obtain VA's concurrence and sign-off on all FF&E and IT items.
49. The Contractor shall develop and maintain a punch list using PlanGrid to track final inspection issues.
50. The Contractor shall resolve the punch list items within two (2) weeks of the completion of the Receiving and Installation Phase.
51. The Contractor shall keep the work site clean, including holding and storage areas used by the Contractor.
52. The Contractor shall maintain a clearance path for exiting requirements at all time.
53. The Contractor shall remove all trash and recyclable materials created during the execution of the contract from the CBOC daily.
54. The Contractor shall remove all site preparation materials, including, but not limited to, wall and walkway protection, within three (3) business days of resolving the punch list items unless otherwise directed by the COR.
55. The Contractor shall provide an option for one (1) Project Manager, one (1) lead installer and two (2) installers for up to sixty (60) calendar days after the Receiving and Installation Phase to assist the VA with additional activation activities, included, but not limited to, furniture and equipment reconfiguration, additional signage installation.
56. The Contractor shall be responsible for the distribution, staging and installation of IT equipment. Networking connections will be provided by the VA.

*c. Equipment Manuals*

1. At the completion of the Receiving and Installation Phase, the Contractor shall provide all FF&E user and operating manuals to the COR for all FF&E installed.

*d. Deactivation of Existing Clinic Phase*

1. At the completion of the Receiving and Installation Phase, VAPAHCS requires the deactivation of the existing San Jose clinic as part of this contract. Deactivation shall consist of removing all FF&E and IT items from the existing clinic, transportation to and storage at an offsite warehouse facility.
2. Duration of the deactivation period (removing FF&E and IT items) from the existing clinic shall be ten (10) calendar days. Time is of extreme urgency to coordinate with VA's lease expiration of existing clinic.
3. Duration of the storage of the existing FF&E and IT items at the offsite warehouse shall be for ninety (90) calendar days with an option to extend for an additional ninety (90) calendar days.



4. The Contractor shall deliver some existing IT items to VAPAHCS main campus at a location to be determined by the COR.
5. See the following attachments for an inventory of items to be removed from the existing clinic:
  - See Section 13 – Existing Furniture: List and photographs
  - See Section 13 -- Existing Equipment & IT: List
6. During the performance of this contract phase, the Contractor shall be responsible for obtaining, insuring, furnishing, securing, and managing an offsite warehouse facility within a thirty-five (35) mile radius of the VAPAHCS campus in Palo Alto.
7. The warehouse facility shall have a monitored burglar alarm, fire alarm and fire sprinkler system throughout in accordance with all local, Federal and State regulations (including, but not limited to OSHA requirements) and be clean, dry and free of debris and rodents.
8. The Contractor shall provide all appropriate materials handling equipment (MHE) needed to deactivate, transport and store normal FF&E items as well as high value, sensitive medical equipment.
9. The Contractor shall follow the approved Inventory Management Plan during the Deactivation Phase of the existing clinic unless otherwise directed by the COR.
10. The Contractor shall perform a visual inspection of FF&E and IT items to identify possible damage prior to removal and transportation to warehouse facility.
11. The Contractor shall document any damage to FF&E and IT items identified prior to removal.
12. The Contractor shall immediately notify the COR of damage to FF&E and IT items.
13. The VA will visually tag all FF&E and IT items in one of three category designations at the existing clinic. The Contractor will coordinate Category C items to be disposed in trash/recyclable bins on-site at the existing clinic. The trash/recyclable bins will be provided by the Contractor. The Contractor will be responsible to coordinate with the City of San Jose for disposal pickup. The Contractor will coordinate to segregate and store Category A and B items in the warehouse storage facility in the following groupings:
  - Furniture
    - a. Category A
    - b. Category B
    - c. Category C – trash or recyclable (approximately 25% of overall inventory)
  - Equipment
    - a. Category A
    - b. Category B
    - c. Category C – trash or recyclable
  - IT

14. The Contractor shall carefully remove and dis-assemble all applicable FF&E and IT items from wall, floor or ceiling mounted locations.
15. The Contractor is not responsible for removing IT networking cabinets and servers directly connected to the VA network within IT closets.
16. The Contractor shall provide all materials and equipment required to satisfy FF&E and IT dis-assembly and seismic bracing removal.
17. The Contractor shall maintain a clearance path for exiting requirements at all time.
18. The Contractor shall schedule and administer daily meetings with the COR during the existing building deactivation period. Contractor shall prepare agenda and meeting minutes. Contractor shall upload agendas and meeting minutes onto PlanGrid.
19. The Contractor shall establish a waste program for FF&E trash and recyclables items based on City of San Jose guidelines and coordinate with the COR for its approval.
20. The Contractor shall remove all trash and recyclable materials created during the execution of this phase from the existing clinic daily.
21. The Contractor shall provide receptacles for trash and recyclables on-site at the existing clinic. The Contractor is responsible to empty/clear these receptacles daily or on a basis coordinated with the COR.
22. The Contractor shall coordinate with the COR to complete the deactivation of the existing clinic by leaving the existing space in a clean condition. Clean condition considers all hard surface floors are swept and carpet areas are vacuumed.
23. The Contractor shall coordinate with VA IPT personnel for property asset tagging and accounting prior to removal of FF&E and IT items from the existing clinic.
24. The Contractor shall coordinate with VA IPT personnel for property asset tagging and accounting as product arrives at the warehouse storage facility.
25. The Contractor shall ensure all VA-affixed barcodes and/or tracking devices are intact.
26. The Contractor shall make the warehouse and FF&E and IT items accessible to VA IPT personnel.
27. The Contractor shall provide a workstation and internet connection for one (1) VA IPT personnel.
28. The Contractor shall provide a web-accessible inventory management system for use by VA IPT personnel.
29. The Contractor's web-accessible inventory management system shall provide inventory reporting capability that includes, at a minimum, a report listing each item received at the warehouse with the following fields:

- a. Product type
  - b. Product description
  - c. Quantity
23. The Contractor, at the request of the COR, shall provide assistance to VA IPT staff to move FF&E items within the warehouse after they are initially located. This will assist VA IPT in the final disposition of FF&E. Contractor shall consider providing 150 hours of time for a warehouse mover.
24. The Contractor shall store FF&E and IT items at the Contractor provided storage facility until CO authorizes warehouse lease termination within thirty (30) calendar days of intended completion of this contract.

## **6. REPORTING AND MEETING REQUIREMENTS**

- a. The Contractor shall provide the COR with weekly progress reports (original plus one copy). Reports are due to the COR by the second workday of each week throughout the project's duration.
- b. The Contractor shall record meeting minutes and provide the minutes to the COR within three (3) business days of the meeting.
- c. The weekly progress report shall cover:
  - 1. All work completed during the preceding status period compared to the planned activities, to include:
    - a. Purchase order numbers accepted and received
    - b. FF&E items transported to the work site and installed
  - 2. The work to be accomplished during the subsequent status period.
  - 3. Any problems that arose, along with a statement explaining how the problem was resolved.
  - 4. Any problems that have arisen but have not been completely resolved, with an explanation.
  - 5. Any new risks identified during the preceding status period.
- d. The Contractor shall attend (in person) a kick-off meeting expected to be scheduled within seven (7) calendar days of contract award. The kick-off meeting will be held at the San Jose CBOC.
- e. The Contractor shall attend (in person) and participate in weekly project meetings with the VA IPT team during the Receiving and Installation Phase at the San Jose CBOC.
- f. The Contractor PM and, if necessary, key personnel shall attend a daily morning coordination meeting with the COR at the San Jose CBOC during the Receiving and Installation Phase and at the existing San Jose clinic for the Deactivation Phase.
- g. Throughout the Receiving and Installation Phase, the Contractor shall immediately communicate to the COR any issues identified that may create or have created a schedule delay.
- h. The Contractor shall attend (in person) a close-out meeting expected to be scheduled within 14 calendar days of the final Contractor-performed activity. The close-out meeting will be held at the Palo Alto campus.

- i. The Contractor shall provide the VA all outstanding deliverables at the close-out meeting.

## **7. DELIVERABLES**

- a. In accordance with this PWS, the Contractor shall produce the following deliverables:
  1. Project management plan and its components
  2. Web-accessible inventory management system
  3. Final inventory report
  4. PlanGrid licenses and tablets
  5. Final damage report
  6. Weekly progress reports during the Receiving and Installation Phase
  7. Meeting minutes
  8. Excess parts
  9. Excess items
  10. Equipment manuals
  11. Door report reconciliation
- b. The Contractor shall create, edit, and manage documents/deliverables in the English language using office automation software and provide the following deliverables in the identified formats, as needed:
  1. Project management plan and its components - .docx, .doc, .pdf, .xls, .xlsx, .ppt, .pptx
  2. Integrated master schedule (IMS) - .mpp
  3. Progress reports - .docx, .doc, .pdf
- c. If for any reason any deliverables cannot be completed within the scheduled time frame required to meet the activation date, within three (3) business days of discovery the Contractor shall submit in writing to the COR and to the CO the reason for the delay including a firm commitment as to when the work will be completed. This notice to the COR and CO shall cite the impact on the overall project and include the project's schedule, budget, quality, and risk. The CO shall then review the facts and issue a response, in accordance with applicable regulations.

## **8. PROJECT SCHEDULE**

- a. The Contractor shall complete the work required in accordance with this PWS and the project management plan. The work shall begin immediately after contract award unless otherwise specified.

- b. Significant project milestones include (THESE DATES NEED TO MAP):
  - 1. Kick-off meeting within seven (7) calendar days of award. Contractor to submit initial PMP at kick-off meeting.
  - 2. VA provides comments to initial PMP within seven (7) days of kick-off meeting.
  - 3. Receiving and Installation Phase to commence within seven (7) days of kick-off meeting upon VA notice to proceed.
  - 4. Contractor submits revised PMP incorporating VA comments within seven (7) days of receiving VA comments.
  - 5. VA provides second round comments to PMP within seven (7) days of receiving revised PMP from Contractor.
  - 6. Delivery and Installation Phase complete no later than one hundred (100) calendar days after Receiving and Installation Phase start.
  - 7. Deactivation Phase to commence in November 2018 for duration of ten (10) days.
  - 8. Warehouse to be available for ninety (90) days with an option for an additional ninety (90) days.
  - 9. Close-out meeting within fourteen (14) calendar days of the final Contractor-performed activity.

## **9. CHANGES TO THE PERFORMANCE WORK STATEMENT**

- a. Any changes to this PWS shall be authorized and approved only through written correspondence on a Standard Form (SF-30) by a CO. A copy of each change and resulting contract modification shall be kept in a project folder along with all other products of the project. Costs incurred by the Contractor through the actions of parties other than the CO shall be the total responsibility of the Contractor and no additional cost shall be charged to the Government.

## **10. CONFIDENTIALITY AND NONDISCLOSURE**

It is agreed that:

- a. The preliminary and final deliverables, and all associated working papers and other material deemed relevant by the VA which have been generated by the Contractor in the performance of this task order are the exclusive property of the Government and shall be submitted to the CO at the conclusion of the contract.
- b. The CO will be the sole authorized official to release, verbally or in writing, any data, draft deliverables, final deliverables, or any other written or printed materials pertaining to this contract. No information shall be released by the Contractor. Any request for information relating to this contract, presented to the Contractor, shall be submitted to the CO for response.
- c. Press releases, marketing material, or any other printed or electronic documentation related to this project, shall not be publicized without the written approval of the CO.

## **11. CONTRACTOR PERSONNEL SECURITY REQUIREMENTS**

Not applicable.

**12. IDENTIFICATION, PARKING, SMOKING, CELLULAR PHONE USAGE AND VA REGULATIONS:**

- a. The Contractor's employees and contractors shall wear visible identification and VA's visitor badge at all times while on the premises of the VAPAHCS.
- b. The VA will designate no greater than 10 on-site parking for the Contractor's employees and subcontractors. The Contractor agrees to arrange additional parking for employees and subcontractors during on-site installation activities. The VAPAHCS will not invalidate or make reimbursement for parking violations of the Contractor under any conditions.
- c. The Contractor shall abide by a zero-tolerance policy for drugs and alcohol. The Contractor shall provide proof of drug screening upon COR or CO request. The COR may request the removal of any Contractor employee without cause if the Government suspects the employee of violating this condition.
- d. The San Jose CBOC campus is designated as a no smoking zone. No smoking shall be allowed.
- e. Cellular phones and two-way radios are not to be used within six feet of any medical equipment.
- f. Enclosed containers, including tool kits, shall be subject to search.
- g. Violations of VA regulations may result in a citation answerable in the United States (Federal) District Court, not a local district state, or municipal court.

**13. LIST OF ATTACHMENTS:**

- a. New Furniture List: Furniture Items Master List, dated 5/15/18
- b. New Furniture Floor Plans: Furniture Plans – 180316 SJC Plans – Progress Set
- c. New Equipment and IT List: Equipment List, dated 3/5/18
- d. New Equipment and IT Floor Plans:
  - 1. VASJ Equipment Plan 1<sup>st</sup> Flr, dated 1/2/18
  - 2. VASJ Equipment Plan 2<sup>nd</sup> Flr, dated 1/2/18
  - 3. VASJ Equipment Plan 3<sup>rd</sup> Flr, dated 1/2/18
- e. Existing Furniture: Existing Furniture Inventory, dated May 2018
- f. Existing Equipment: Existing Equipment Inventory, dated May 2018
- g. Existing Furniture: Existing Images of Furniture Inventory, dated May 2018  
(end of document)