

# **DRAFT**

#### PERFORMANCE WORK STATEMENT (PWS)

#### **DEPARTMENT OF VETERANS AFFAIRS (VA)**

**Technology Acquisition Center (TAC)** 

and

Office of Information and Technology (OI&T)

Office Services Solution via Hoteling Seats and Services

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## 1.0 BACKGROUND

VA TAC and OI&T require an office services solution akin to a seat management solution to accommodate the continued needs of the TAC and OI&T for office work space in the Central New Jersey / Monmouth County area. This need is due primarily to the schedule delays associated with the award of a new General Services Administration (GSA) lease for office space designed to meet all of the organizations' office space needs.

This requirement is for a turnkey, per seat or per person office(s)/cubicle(s)/services solution where VA personnel can perform all necessary office functions incident to the efficient performance of their official duties.

Such an office services solution is commonplace in the commercial market and is often referred to as a "hoteling" services or business center arrangement where the office space, all ancillary services (reception, mail delivery, phones, etc), and furnishings are provided so that companies can perform normal work functions. This is normally found in large cities where off site virtual offices or business center services are often required for such tasks as attorney document review, litigation, proposal preparation and so forth. Such contracts do not involve lease or tenancy rights normal with the standard commercial lease terms and conditions. Typical terms of such hoteling contracts state, "This agreement is the commercial equivalent of an agreement for accommodation(s) in a hotel. The client accepts that this agreement creates no tenancy interest, leasehold estate, or other real property interest in the clients favor with respect to the accommodations. The client is being provided the right to share the use of the center..."

VA shall make use of standard terms and conditions found in the commercial marketplace to the maximum extent practicable. VA will not pay for build out or alteration of the turnkey space.

# 2.0 APPLICABLE DOCUMENTS

In the performance of the tasks associated with this Performance Work Statement, the Contractor shall comply with the following:

- 1. 5 U.S.C. § 552a, as amended, "The Privacy Act of 1974"
- 2. 42 U.S.C. § 2000d "Title VI of the Civil Rights Act of 1964"
- 3. Department of Veterans Affairs (VA) Directive 0710, "Personnel Suitability and Security Program," May 18, 2007
- 4. VA Handbook 6500.6, "Contract Security," March 12, 2010

#### 3.0 SCOPE OF WORK

The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, infrastructure, other items, and non-personal services necessary to provide turnkey office space and services as defined in this PWS (except for those items specified as government furnished property or services). The Contractor shall provide the services through a per seat or per person office(s)/cubicle(s)/services solution where VA personnel can perform all necessary office functions incident to the efficient performance of their official duties. VA will not pay for build out or alteration of the turnkey space.

This is a non-personal services contract and VA shall not exercise any supervision of control over the Contractor performing the services herein. Contractor employees shall be accountable solely to the Contractor who, in turn, is responsible to the Government.

All requirements specified in this PWS pertain to both the TAC and OIT unless otherwise specified. The TAC and OIT will provide funds separately for their portions of the contract. The contract will be written to obligate, administer, pay, and track the two organization's funds separately so that each organization has an accurate accounting of its own funds and requirements. Separate Contract Line Item Numbers (CLINs) will be created for each organization's funding and requirements.

#### 4.0 PERFORMANCE DETAILS

#### 4.1 PERFORMANCE PERIOD

The period of performance shall be twelve months from the date of award and include four twelve month option periods

VA requires delivery of the number of hoteling seats and related services as specified in the contract. In addition, VA may have requirements for additional seat/office quantities in the future and these are defined as option quantities. Option quantities may be exercised from time to time at the sole discretion of the VA. VA does not desire to reserve empty space ahead of its option requirements.

Recognized Government holidays (for informational purposes only): There are ten (10) Federal holidays set by law (USC Title 5 Section 6103) that VA follows:

Under current definitions, four are set by date:

New Year's Day	January 1
Independence Day	July 4
Veterans Day	November 11

Christmas Day

December 25

If any of the above falls on a Saturday, then Friday shall be observed as a holiday. Similarly, if one falls on a Sunday, then Monday shall be observed as a holiday.

The other six are set by a day of the week and month:

Martin Luther King's Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Thanksgiving	Fourth Thursday in November

#### 4.2 PLACE OF PERFORMANCE

The place of performance shall be at the Contractor's hoteling facilities.

## 4.3 TRAVEL

Travel is not expected in the performance of this contract.

# 5.0 SPECIFIC TASKS AND DELIVERABLES

The Contractor shall perform the following:

# 5.1 **PROJECT MANAGEMENT**

# 5.1.1 CONTRACTOR PROJECT MANAGEMENT PLAN

The Contractor shall deliver a Contractor Project Management Plan (CPMP) that describes and lays out the Contractor's approach, timeline, and tools to be used in execution of the contract and in meeting the seating requirements of this contract. The CPMP should take the form of a narrative and graphic format that displays the schedule, milestones, risks, and resource support provided by the contractor. This will help VA facilitate the movement of employees into the contractor's hoteling facility. The CPMP shall be updated as required until all seats have been delivered to VA. CPMP is Not Separately Priced (NSP).

#### Deliverables:

A. Contractor Project Management Plan (updated as required). Initial delivery concurrent to the Post Award Orientation Conference Electronic submission to: CO and Contract Specialist. Inspection: destination Acceptance: destination

# 5.1.2 QUALITY CONTROL

The Contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's quality control program is the means by which it assures the Contractor's work complies with the requirement of the contract. The Contractor's quality control plan for the services shall be provided and briefed at the PAOC.

## **Deliverables:**

 A. Quality Control Plan (updated as required). Initial delivery concurrent to the Post Award Orientation Conference Electronic submission to: CO and Contract Specialist. Inspection: destination Acceptance: destination

# 5.1.3 POST AWARD ORIENTATION CONFERENCE (PAOC)

No later than 10 days after award, unless otherwise mutually agreed upon by the Contracting Officer (CO) and the Contractor, the Contractor shall conduct a PAOC for the effort. The purpose of the PAOC is to ensure there is an understanding between VA and the Contractor of the approach, major actions, the schedule for key milestones, and what is needed from VA and the Contractor to ensure project success. The Contractor shall provide a briefing of their CPMP, quality control program, services provided, and the floor plan(s) of their space. The PAOC shall be held at the contractor's hoteling facility at the discretion of the government. The PAOC is NSP. The completion of this conference shall result in, but not be limited to, the following outcomes:

- Introduction of both Contractor and government personnel performing work related to this contract
- A brief overview of contract administration
- Review by the Contractor of its understanding of the work to be accomplished with regards to providing the required seats and services.
- Review and agreement by both the government and the Contractor of the method to resolve, track, and report on issues

 Delivery of the updated CPMP and/or floor plan(s) 5 days after the PACO, if required.

# 5.2 SERVICE DESCRIPTION AND REQUIREMENTS

The principle services, tasks, and deliverables is the office solution with the associated infrastructure, number of seats, and the support services as described in this PWS and the contract. This is a turnkey solution where all infrastructure and support necessary to perform normal office functions are provided by the Contractor except as may be otherwise delineated in this PWS and contract. VA will pay a per seat, per person price that will encompass all the requirements herein and the services provided. VA is not procuring square feet and any reference to such is for informational purposes only.

A description of the additional services that shall be provided by the Contractor is contained in PWS Addendum B, entitled Additional Service Description and Requirements.

# 6.0 GENERAL REQUIREMENTS

# 6.1 HOURS OF OPERATION

The Contractor is responsible for conducting business between the hours of 7:30 AM and 5:00 PM Monday thru Friday except Federal holidays or when the facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

# 6.2 KEY/KEY CARD (ACCESS CARD) CONTROL

The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Government by the Contractor are not lost or misplaced and are not used by unauthorized persons. In general, keys shall be used for access into personnel work offices and the like. Key cards shall be used for access into the VA's secured space; for access into the building during non-business hours; and for access to any special rooms identified by VA.

NOTE: All following references to keys include key cards. No keys issued to the Government shall be duplicated. The Contractor shall develop procedures covering key

control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer.

In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the Contracting Officer, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the Contractor.

The Contractor shall prohibit the use of Government keys by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer.

If lock combinations are used (not desired), the Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractor's Quality Control Plan.

# 6.3 IDENTIFICATION OF CONTRACTOR EMPLOYEES

All contractor personnel attending meetings, answering Government telephones, and working in other situations where their Contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed.

#### 6.4 POSITION/TASK RISK DESIGNATION LEVEL(S) AND CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

# 6.4.1 POSITION/TASK RISK DESIGNATION LEVEL(S)

Position Sensitivity	<b>Background Investigation</b> (in accordance with Department of Veterans Affairs 0710 Handbook, "Personnel Security Suitability Program," Appendix A)
Low / Tier 1	<b>Tier 1 / National Agency Check with Written Inquiries (NACI)</b> A Tier 1/NACI is conducted by OPM and covers a 5-year period. It consists of a review of records contained in the OPM Security Investigations Index (SII) and the DOD Defense Central Investigations Index (DCII), FBI name check, FBI fingerprint check, and written inquiries to previous employers and references listed on the application for employment. In VA it is used for Non- sensitive or Low Risk positions.

The position sensitivity and the level of background investigation commensurate with the required level of access for the tasks within the Performance Work Statement are: LOW/Tier 1/NACI.

The Tasks identified above and the resulting Position Sensitivity and Background Investigation requirements identify, in effect, the Background Investigation requirements for Contractor individuals, based upon the tasks the particular Contractor individual will be working. The submitted Contractor Staff Roster must indicate the required Background Investigation Level for each Contractor individual based upon the tasks the Contractor individual will be working, in accordance with their submitted proposal.

# 6.4.2 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

#### Contractor Responsibilities:

- a. The Contractor shall prescreen all personnel requiring access to the computer systems to ensure they maintain the appropriate Background Investigation, and are able to read, write, speak and understand the English language.
- b. The Contractor shall bear the expense of obtaining background investigations.
- c. Within 3 business days after award, the Contractor shall provide a roster of Contractor and Subcontractor employees to the COR to begin their background investigations in accordance with the ProPath template. The Contractor Staff Roster shall contain the Contractor's Full Name, Date of Birth, Place of Birth, individual background investigation level requirement (based upon Section 6.2 Tasks), etc. The Contractor shall submit full Social Security Numbers either within the Contractor Staff Roster or under separate

cover to the COR. The Contractor Staff Roster shall be updated and provided to VA within 1 day of any changes in employee status, training certification completion status, Background Investigation level status, additions/removal of employees, etc. throughout the Period of Performance. The Contractor Staff Roster shall remain a historical document indicating all past information and the Contractor shall indicate in the Comment field, employees no longer supporting this contract. The preferred method to send the Contractor Staff Roster or Social Security Number is by encrypted e-mail. If unable to send encrypted e-mail, other methods which comply with FIPS 140-2 are to encrypt the file, use a secure fax, or use a traceable mail service.

- d. The Contractor should coordinate the location of the nearest VA fingerprinting office through the COR. Only electronic fingerprints are authorized.
- e. The Contractor shall ensure the following required forms are submitted to the COR within 5 days after contract award:
  - 1) For a Tier 1/Low Risk designation:
    - a) OF-306
    - b) DVA Memorandum Electronic Fingerprints
  - 2) For Tier 2/Moderate or Tier 4/High Risk designation:
    - a) OF-306
    - b) VA Form 0710
    - c) DVA Memorandum Electronic Fingerprints
- f. The Contractor personnel shall submit all required information related to their background investigations (completion of the investigation documents (SF85, SF85P, or SF 86) utilizing the Office of Personnel Management's (OPM) Electronic Questionnaire for Investigations Processing (e-QIP) after receiving an email notification from the Security and Investigation Center (SIC).
- g. The Contractor employee shall certify and release the e-QIP document, print and sign the signature pages, and send them encrypted to the COR for electronic submission to the SIC. These documents shall be submitted to the COR within 3 business days of receipt of the e-QIP notification email. (Note: OPM is moving towards a "click to sign" process. If click to sign is used, the Contractor employee should notify the COR within 3 business days that documents were signed via eQIP).
- h. The Contractor shall be responsible for the actions of all personnel provided to work for VA under this contract. In the event that damages arise from work performed by Contractor provided personnel, under the auspices of this contract, the Contractor shall be responsible for all resources necessary to remedy the incident.
- A Contractor may be granted unescorted access to VA facilities and/or access to VA Information Technology resources (network and/or protected data) with a favorably adjudicated Special Agreement Check (SAC) or "Closed, No Issues" (SAC) finger print results, training delineated in VA Handbook 6500.6 (Appendix C, Section 9), and, the signed "Contractor Rules of Behavior." However, the Contractor will be responsible for the actions of

the Contractor personnel they provide to perform work for VA. The investigative history for Contractor personnel working under this contract must be maintained in the database of the Office of Personnel Management (OPM).

- j. The Contractor, when notified of an unfavorably adjudicated background investigation on a Contractor employee as determined by the Government, shall withdraw the employee from consideration in working under the contract.
- k. Failure to comply with the Contractor personnel security investigative requirements may result in loss of physical and/or logical access to VA facilities and systems by Contractor and Subcontractor employees and/or termination of the contract for default.
- I. Identity Credential Holders must follow all HSPD-12 policies and procedures as well as use and protect their assigned identity credentials in accordance with VA policies and procedures, displaying their badges at all times, and returning the identity credentials upon termination of their relationship with VA.

# 6.5 METHOD AND DISTRIBUTION OF DELIVERABLES

The Contractor shall deliver documentation in electronic format, unless otherwise directed in Section B of the solicitation/contract. Acceptable electronic media include: MS Word 2000/2003/2007/2010, MS Excel 2000/2003/2007/2010, MS PowerPoint 2000/2003/2007/2010, MS Project 2000/2003/2007/2010, MS Access 2000/2003/2007/2010, MS Visio 2000/2003/2007/2010, AutoCAD 2002/2004/2007/2010, and Adobe Postscript Data Format (PDF).

# 6.6 PERFORMANCE METRICS

The performance based element of this effort lies principally in the Contractor's provision of the necessary ancillary services which include, but are not limited to, the availability of telecommunications and office equipment, quality of office work environment (heating, air conditioning, etc), janitorial services, problem response time and resolution, and the quality of staff services conducive to the promotion of an efficient, effective business environment.

The table below defines the Performance Standards and Acceptable Performance Levels for Objectives associated with this effort.

Performance Objective	Performance Standard	Acceptable Performance Levels
A. Technical Needs	<ol> <li>Shows an understanding of VA space and service requirements.</li> <li>Efficient and effective in meeting space and service requirements</li> <li>Offers quality services in support of the space requirements.</li> </ol>	Satisfactory or higher
B. Project Milestones and Schedule	<ol> <li>Quick response capability within 20 minutes of notification.</li> <li>Space and services delivered in timely manner.</li> <li>Notifies customer in advance of potential problems.</li> </ol>	Satisfactory or higher
C. Project Staffing	<ol> <li>Currency of expertise, skills, and ability in solving space and service issues.</li> <li>Contractor personnel comport themselves in a professional, helpful, and courteous manner, especially those who are the "face to the public" (Government and non- government visitors).</li> </ol>	
D. Snow/Ice Removal	1. Timely removal. 2. Hazardous areas addressed as required.	Satisfactory or higher
E. Cleanliness of Space	<ol> <li>Offices, cubicles, kitchens and equipment, restrooms, and the space in general free from blatant dirt, dust, and grime.</li> <li>Janitorial schedule adhered to.</li> </ol>	Satisfactory or higher
F. Operational Equipment	<ol> <li>Telephones and Contractor provided equipment, e.g., copiers and fax machines functioning properly.</li> <li>Access card readers functioning properly with little or no denied access.</li> <li>Malfunctioning access cards replaced in a timely manner.</li> </ol>	Satisfactory or higher
G. Environmental Conditions	<ol> <li>HVAC balanced to eliminate hot/cold areas, uncomfortable drafts, and disturbing noises.</li> <li>Comfortable environment/temperature maintained regardless of outside temperature.</li> </ol>	Satisfactory or higher

The Government will utilize a Quality Assurance Surveillance Plan (QASP) throughout the life of the contract to ensure that the Contractor is performing the services required by this PWS in an acceptable manner. The Government reserves the right to alter or change the surveillance methods in the QASP at its own discretion.

# 6.7 **RESOURCE PROVISIONS**

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

# 6.8 GOVERNMENT FURNISHED PROPERTY

The Government will furnish its own computer equipment, servers, printers, scanners, and VTC equipment as required. The Government will install a dedicated VA line and network equipment for the space. The ability to secure this equipment inside a network room and/or network closet is required along with access to these rooms when necessary.

Prior to installation of the VA dedicated line, the VA requires the contractor to provide initial temporary access to the internet which shall be via virtual private network.

#### ADDENDUM A

#### A1.0 Physical Security & Safety Requirements:

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

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

#### A2.0 Confidentiality and Non-Disclosure

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

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

 The Contractor may have access to some privileged and confidential materials of VA. These printed and electronic documents are for internal use only, are not to be copied or released without permission, and remain the sole property of VA. Some of these materials are protected by the Privacy Act of 1974 (revised by PL 93-5791) and Title 38. Unauthorized disclosure of Privacy Act or Title 38 covered materials is a criminal offense.

- 2. The VA Contracting Officer will be the sole authorized official to release in writing, any data, draft deliverables, final deliverables, or any other written or printed materials pertaining to this contract. The Contractor shall release no information. Any request for information relating to this contract presented to the Contractor shall be submitted to the VA Contracting Officer for response.
- 3. Contractor personnel recognize that in the performance of this effort, Contractor personnel may receive or have access to sensitive information, including information provided on a proprietary basis by carriers, equipment manufacturers and other private or public entities. Contractor personnel agree to safeguard such information and use the information exclusively in the performance of this contract. Contractor shall follow all VA rules and regulations regarding information security to prevent disclosure of sensitive information to unauthorized individuals or organizations as enumerated in this section and elsewhere in this Contract and its subparts and appendices.
- 4. Contractor shall limit access to the minimum number of personnel necessary for contract performance for all information considered sensitive or proprietary in nature. If the Contractor is uncertain of the sensitivity of any information obtained during the performance this contract, the Contractor has a responsibility to ask the VA Contracting Officer.
- 5. Contractor shall train all of their employees involved in the performance of this contract on their roles and responsibilities for proper handling and nondisclosure of sensitive VA or proprietary information. Contractor personnel shall not engage in any other action, venture or employment wherein sensitive information shall be used for the profit of any party other than those furnishing the information. The sensitive information transferred, generated, transmitted, or stored herein is for VA benefit and ownership alone.
- 6. Contractor shall maintain physical security at all facilities housing the activities performed under this contract, including any Contractor facilities according to VA-approved guidelines and directives. The Contractor shall ensure that security procedures are defined and enforced to ensure all personnel who are provided access to patient data must comply with published procedures to protect the privacy and confidentiality of such information as required by VA.
- 7. Contractor must adhere to the following:
  - a. The use of "thumb drives" or any other medium for transport of information is expressly prohibited.
  - b. Controlled access to system and security software and documentation.
  - c. Recording, monitoring, and control of passwords and privileges.
  - d. All terminated personnel are denied physical and electronic access to all data, program listings, data processing equipment and systems.
  - e. VA, as well as any Contractor (or Subcontractor) systems used to support development, provide the capability to cancel immediately all access privileges and authorizations upon employee termination.

- f. Contractor PM and VA PM are informed within twenty-four (24) hours of any employee termination.
- g. Acquisition sensitive information shall be marked "Acquisition Sensitive" and shall be handled as "For Official Use Only (FOUO)".
  h. Contractor does not require access to classified data.
- Regulatory standard of conduct governs all personnel directly and indirectly involved in procurements. All personnel engaged in procurement and related activities shall conduct business in a manner above reproach and, except as authorized by statute or regulation, with complete impartiality and with preferential treatment for none. The general rule is to strictly avoid any conflict of interest or even the appearance of a conflict of interest in VA/Contractor relationships.
- 9. VA Form 0752 shall be completed by all Contractor employees working on this contract, and shall be provided to the CO before any work is performed. In the case that Contractor personnel are replaced in the future, their replacements shall complete VA Form 0752 prior to beginning work.

Information Security Considerations:

All VA sensitive information shall be protected at all times.

- a. <u>A prohibition on unauthorized disclosure:</u> "Information made available to the Contractor or subcontractor by VA for the performance or administration of this contract or information developed by the Contractor 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." See VA handbook 6500.6, Appendix C, paragraph 3.a.
- b. <u>A requirement for data breach notification</u>: Upon discovery 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, the Contractor/subcontractor shall <u>immediately</u> and <u>simultaneously</u> notify the COR, the designated ISO, and Privacy Officer for the contract. 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. See VA Handbook 6500.6, Appendix C, paragraph 6.a.
- c. <u>A requirement to pay liquidated damages in the event of a data breach:</u> "In the event of a data breach or privacy incident involving SPI the Contractor processes or maintains under this contract, the Contractor shall be liable to VA for liquidated damages for a specified amount per affected individual to cover the cost of providing credit protection services to those individuals." See VA handbook 6500.6, Appendix C, paragraph 7.a., 7.d.

#### ADDENDUM B – ADDITIONAL SERVICE DESCRIPTION AND REQUIREMENTS

The office service solution shall also include, but not be limited to, the following (all services shall be included in the per seat, per person pricing):

- 1. Contiguous space in private offices, cubicles and/or shared offices. Space in a single building preferable, however a campus setting is allowable as long as the buildings are contiguous to one another and within walking distance.
- 2. Appropriate furnishings necessary for the office environment such as a desk, filing cabinets, hutch and/or credenza, bookcase, trash/recycling receptacles, chair, guest chair(s), small conference table if appropriate, and so forth such as one would find in a modern office setting of new condition and with appropriate form, fit and function.
- 3. Work spaces shall have the ability to be secured by lock and key. This includes office doors, desk and cubicle pedestals, and other areas of the work space requiring such. Individual offices, cubicles, pedestals, etc shall not be keyed alike. Keys shall be provided by the contractor and copies kept by the contractor in a secured location. Master keys shall be provided for use by VA.
- 4. Cubicles should have, at a minimum: 1 two drawer pedestal, 1 three drawer pedestal, overhead storage with task lighting underneath, one desk chair and desk.
- 5. Offices should have at a minimum: desk (L shaped preferable), 1 two drawer pedestal, 1 three drawer pedestal, overhead storage with task lighting underneath, book case and/or credenza, desk chair, two guest chairs and, at a minimum, a 3'x4' whiteboard. Larger offices will require a larger whiteboard if necessary. If shared office, one set of aforementioned for each person.
- 6. The space, furnishings, amenities, and appearance shall facilitate a professional office and working environment.
- 7. The space offered shall be in a quality building of sound and substantial construction meeting the VA's requirements for the intended use. The Building shall be compatible with its surroundings and shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way.
- 8. Accurate floor plans for the offered space shall be provided and each individual work location (office, cubicle, etc) shall be numbered.
- 9. A valid Certificate of Occupancy for the intended use of the space shall be provided and the space shall meet and be maintained and operated in

conformance with all applicable building codes and ordinances throughout the life of the contract to include, but not be limited to, electrical, plumbing, mechanical systems, etc. Exposed ducts, piping, and conduits are not permitted in office Space.

- 10. The space shall meet the applicable egress requirements in National Fire Protection Association Life Safety Code (NFPA 101) or the International Code Council, International Building Code (IBC), (both current as of the contract award date). Any offered space, including parking garage areas, and all areas referred to as "hazardous areas" (defined in NFPA 101) within the entire building (including non-Government areas), shall be protected by an automatic sprinkler system or an equivalent level of safety. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC. Exterior egress, walkway, parking lot, and parking structure lighting must have emergency power backup to provide for safe evacuation of the space and building.
- 11. The space shall meet applicable fire alarm system requirements; installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code, that was in effect on the actual date of installation. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code.
- 12. The Building and the space shall be accessible to persons with disabilities in accordance with the Americans with Disabilities Act and the Architectural Barriers Act Accessibility Standard (ABAAS).
- 13. The office area 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 guidance shall be implemented.
- 14. The space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, State, and local environmental regulations. The space shall be free from actionable mold and free from any conditions that reasonably can be anticipated to permit the growth of actionable mold or are indicative of the possibility that actionable mold will be present. Radon in air and water shall meet local code and ordinance requirements for commercial office space. Complaints about indoor air quality shall be promptly investigated and necessary controls implemented.
- 15. Suitable passenger elevators shall be provided in any space not having ground level access. Service shall be available during the normal hours of operation specified in the in the contract. However, one passenger elevator shall be available at all times for VA use. Elevators shall conform to safety, mechanical,

and emergency recall codes; and be inspected and maintained as required by code.

- 16. Services, utilities, and maintenance shall be provided daily, extending from 7:00 a.m. to 5:00 p.m. (otherwise known as regular business hours) except Saturday, Sunday, and Federal holidays.
- 17. The VA shall have access to the provided space at all times (24/7), including the use of electrical services, hot and cold water, toilets, lights, elevators, and office machines without additional payment. This does not include after regular business hours or weekend use of HVAC (Heating, Venting, and Air Conditioning).
- 18. Specified cost (hourly, daily, etc), if any, for overtime usage of HVAC utilities, e.g., if those utilities are needed during a weekend day or after regular business hours, etc, and the contractor does not normally provide it.
- 19. Each work station, office, cubicle, etc, shall have adequate power to supply, at a minimum, a computer, 2 monitors, small desk top items such as fan, pencil sharpener, etc, and the contractor provided phone and lights. Offices, conference rooms, training rooms, etc, shall have multiple power outlets to meet room requirements and applicable code. Larger rooms shall have additional outlets.
- 20. Each work station, office, cubicle, etc shall have a hardwire data connection. Larger rooms, e.g., conference rooms, training rooms, etc, shall have multiple data connections to facilitate large group meetings, etc.
- 21. The VA shall have the ability to co-locate a secure server(s) of the size required to meet the number of VA occupants in the communications room of the facility where the office services are provided and segregate it from other tenants.
- 22. The VA shall have the ability to locate and install its own VTC equipment within the space, if required.
- 23. High speed internet connection/access. If necessary, VA access to the VA network shall be thru Virtual Private Network (VPN) through contractor provided internet access until such time that the VA network is made functional.
- 24. A secure wireless guest network/internet access is required immediately with sufficient bandwidth to support the personnel located in and visitors to the facility in which the services are provided. The wireless guest network shall remain functional after the VA network is installed. The password to the secure wireless guest network shall be changed, at a minimum, weekly (or as necessary) on a mutually agreeable day.

- 25. Contractor provided diverse redundant ISPs and dedicated bandwidth solution minimum of 10MB bandwidth per second.
- 26. The normal environmental services must be provided inclusive of the normal per seat pricing and include, at a minimum: HVAC (heating, ventilation, and air conditioning), electricity, power, water (hot and cold), snow removal, daily trash removal and janitorial, window treatments, e.g., vertical/horizontal blinds (to assist in environmental control), chilled drinking water, toilet supplies and sufficient restroom facilities, elevator service sufficient for the staff, lighting and replacement of lamps, tubes, and ballasts, window washing, and carpet cleaning.
- 27. Common areas sufficient for the proffered solution including lunch and break areas, and conference and training space for the number of personnel at the location.
- 28. Kitchen/lounge area(s) with vending machines and drinking fountains, etc. Equipment and space shall be properly maintained and cleaned.
- 29. The service shall include set up for each individual work location for each person (telephone set up, mail service, and so forth).
- 30. Per person services for each work station shall include, but not be limited to: modern digital multiline phone set with voice mail, call screening/forwarding, and 24 hours remote access; unlimited local and long distance calling, ability to separately connect a headset to phone, speaker/mic for hands-free operation. Multi-line phone capability for VA personnel requiring such, e.g., administrative assistants, etc.
- 31. Professional receptionist/services between 7:30 AM and 5:00 PM Monday through Friday except Government Holidays. If required, receptionist access to VA space shall be limited to regular business hours.
- 32. Contractor support staff which provide the "face to the customer" for the general public or government staff shall comport themselves in a professional, helpful, and courteous manner and shall demonstrate a cooperative, positive, welcoming, respectful, professional and business-like demeanor and shall present a neat, clean, job-appropriate (professional) appearance.
- 33. Incoming and outgoing mail receipt and handling.
- 34. An access card system capable of providing multiple, separate, and secure access to individual VA offices and rooms within the space. The system shall be capable of providing space access reports for all space/buildings.

- 35. Dedicated conference rooms with appropriate IT functions, e.g., spider phone for conference calls, ceiling mounted projectors (with wall connections) and wall mounted screens, large white boards (or appropriately sized for room), and appropriate furnishings necessary for an office conference room environment such as conference room tables, chairs, credenza, etc to comfortably seat the maximum amount of people in the room (including seating along the perimeter walls if space allows). Multiple data connection capabilities are required in each room. Ability to centrally schedule conference room use via contractor provided service. The ability to schedule conference rooms in separate buildings, if provided, shall be integrated into one contractor provided system.
- 36. Conference rooms and training rooms shall be sound proofed if contiguous to offices or cubicle workspace, e.g., sound proofing in walls and sound blankets in ceilings.
- 37. Office walls/partitions shall be designed to provide minimum sound transmission.
- 38. Information Technology (IT) and Office services support during regular business hours for all contractor provided equipment. Response time for inquiries/issues related to contractor provided equipment, e.g., telephone, copiers/fax machines, IT equipment, and building related issues shall be within 20 minutes of notification.
- 39. Multiple data access ports/connections provided in central areas within the space for connection of VA provided printers and scanners. VA will provide its own shredding services.
- 40. Administrative support (assisted copying, office machine/conference setup, phone setup, etc, upon request)
- 41. Unlimited Copier and facsimile services appropriate for the number of contracted seats. If separate/contiguous buildings are used this applies to each building.
- 42. Ability of phone system to set up an emergency hotline/voice message that can be controlled and/or changed by a limited number of VA people.
- 43. Contractor provided Information Packet at each seat describing the contractor services provided. The information packet shall include, but not be limited to, an Occupant Emergency Plan specific to the building(s), phone instructions, conference room reservation system instructions, etc. The Information Packet shall be updated and distributed as updates and/or changes occur.
- 44. Parking for the number of seats on contract, including option seats.

- 45.5 "reserved" marked spaces for Government vehicles, location as mutually agreed. Vehicles to remain on-site.
- 46. Marked visitor spaces.
- 47.IT wiring adequately sized to accommodate the heavy IT usage of a modern, state of the art acquisition type business office, e.g., cat5e wiring or better.
- 48. Secure access to all VA space within building(s) at all times (24/7) via contractor provided access cards. If separate/contiguous buildings are used to meet the VA requirements, the same access card shall provide entrance to all buildings and VA suites at each building. The access card system shall have the capability of segregating VA access to individual VA organizational space. If the reception area has unsecured access during normal working hours, then during all times of closure where the reception area is not manned by contractor personnel, e.g., after normal duty hours, holidays, emergency closures due to weather, etc, doors shall be secured and require an access card to enter.
- 49. Building entrance doors open during normal business hours (7:30-5:00) leading to reception area and/or building foyer. Building secured after normal business hours and access card needed for building entrance.
- 50. Daily daytime janitorial services/cleaning/office/restroom maintenance, during normal business hours; and as required for special events (with notice). The space shall be kept in a clean condition and cleaning supplies and equipment shall be provided by the contractor for the janitorial services. The services shall include, but not be limited to, trash removal, vacuuming, dusting, mopping, and cleaning of restrooms.
- 51. On-site manager during normal business hours.
- 52. Segregation of functions the TAC and OIT areas must have the ability to be separated, if required, except for common areas such as building foyers, etc.
- 53. The HVAC system shall be balanced in the space at all times to eliminate hot/cold areas. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize occupant satisfaction. These temperatures shall be maintained throughout the space, regardless of outside temperatures, during normal business hours. The contractor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation.

- 54. The space and provided equipment shall be properly maintained and replaced or repaired as required. VA shall not be responsible for normal wear and tear of contractor provided items.
- 55. CCTV monitoring of reception area(s) and, if required, at entrances to VA secure space. Access to the CCTV recordings shall be provided when requested by appropriate VA personnel, e.g., VA police, Contracting Officer or designee, etc. Archival footage shall be available for no less than 30 days. Appropriate CCTV monitoring notification signs shall be posted as required.
- 56. Snow removal services shall be provided on all days for which this contract has designated regular working hours. Contractor shall clear all parking lots, sidewalks, walkways, and other entrances. The snow removal shall take place no later than 5:00 AM, without exception. Should accumulation continue throughout the day, the Contractor shall provide such additional snow removal services to prevent accumulation. In addition to snow removal, the Contractor shall keep walkways, sidewalks and parking lots free of ice during the normal hours. Excess buildup of sand and/or ice melt shall be removed to minimize slipping hazards. If the Building entrance(s) has a northern exposure, the contractor shall take additional measures to protect the safety of pedestrians.
- 57. The Contractor shall be responsible for the total maintenance and repair of the space and site. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. All work shall be done by skilled workers and/or mechanics.
- 58. The communications rooms and IT closets located within the space(s) that will house VA network equipment shall be cooled with properly sized, separate, standalone AC units located within the actual rooms/closets in order to prevent damage to or malfunction of the IT equipment located within.