



PERFORMANCE WORK STATEMENT (PWS)

**DEPARTMENT OF VETERANS AFFAIRS
Office of Information & Technology**

Region 3 Consolidated Local Exchange Carrier (LEC) Services

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VA-16-0000137

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1.0 BACKGROUND

The mission of the Department of Veterans Affairs (VA), Office of Information and Technology (OI&T), and Office of Information Security (OIS) is to partner with our business units to enable VA to become a Veteran centric service provider through the delivery of available, adaptable, secure, and cost effective technology services. OI&T supports VA by enabling world-class service to Veterans and their families through effective communication and management of people, technology, business and financial processes.

VA Region 3 Telephone Business Office (R3 TBO) has the overall business and management responsibilities for all Region 3 communication services (voice and data). The R3 TBO is currently responsible for the management of communications operational expenses for forty-eight (48) major Medical Centers and their attached smaller satellite offices.

Region 3 OI&T catchment area includes the states of Alabama (AL), Florida (FL), Georgia (GA), Illinois (IL), Indiana (IN), Kentucky (KY), Michigan (MI), Mississippi (MS), North Carolina (NC), Ohio (OH), South Carolina (SC), Tennessee (TN), Virginia (VA), and West Virginia (WV) and a portion of Arkansas (AR). The proposed contract will allow Region 3 TBO to centralize management of LEC services from AT&T and accomplish its goal of reducing overall telecommunications expenses.

2.0 APPLICABLE DOCUMENTS

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

1. 44 U.S.C. § 3541, "Federal Information Security Management Act (FISMA) of 2002"
2. FIPS Pub 201, "Personal Identity Verification of Federal Employees and Contractors," March 2006
3. 10 U.S.C. § 2224, "Defense Information Assurance Program"
4. 5 U.S.C. § 552a, as amended, "The Privacy Act of 1974"
5. 42 U.S.C. § 2000d "Title VI of the Civil Rights Act of 1964"
6. Department of Veterans Affairs (VA) Directive 0710, "Personnel Suitability and Security Program," May 18, 2007
7. VA Directive 6102, "Internet/Intranet Services," July 15, 2008
8. 36 C.F.R. Part 1194 "Electronic and Information Technology Accessibility Standards," July 1, 2003
9. OMB Circular A-130, "Management of Federal Information Resources," November 28, 2000

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10. Sections 504 and 508 of the Rehabilitation Act (29 U.S.C. § 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998
11. Homeland Security Presidential Directive (12) (HSPD-12), August 27, 2004
12. VA Handbook 6500.2, "Management of Data Breaches Involving Sensitive Personal Information (SPI)", January 6, 2012
13. VA Handbook 6500.6, "Contract Security," March 12, 2010
14. Project Management Accountability System (PMAS) portal (reference PWS References -Technical Library at <https://www.voa.va.gov/>)
15. Technical Reference Model (TRM) (reference at <https://www.voa.va.gov/>)
16. National Institute Standards and Technology (NIST) Special Publications
17. VA Directive 6508, VA Privacy Impact Assessment, October 3, 2008
18. VA Directive 6300, Records and Information Management, February 26, 2009
19. VA Handbook, 6300.1, Records Management Procedures, March 24, 2010
20. OMB Memorandum, "Transition to IPv6", September 28, 2010

3.0 SCOPE OF WORK

The Contractor shall provide LEC telecommunication voice services to VA OI&T Region 3 site located at 20 Medical Campus Drive, Suite 106, Supply, NC 28462, and based on their Local Access and Transport Area (LATA) coverage. Services include but are not limited to POTS/Business lines, PRI's, DID's, DSL, and features of caller ID, call waiting, call forwarding, voicemail, if requested.

Contractor shall utilize the VA OB-10 system or an approved Electronic Data Interchange (EDI) software system to electronically submit invoices for processing. Current purchase order numbers must be reflected on the invoices or they will be rejected for non-compliance. Upon completion of the POP and the final invoices are paid Contractor must notify the COR and the Contracting Officer so the purchase order can be closed out.

Long-distance services should be pic/lpic to 0432 under the National Network contract and frozen to only the specified long distance carrier. Identified billing, charges or invoicing errors due to vendor's pic/lpic errors shall be the sole responsibility of the vendor to correct. Third party billing block will also be required.

All disconnect or discontinuations of service requests will stop billing within 30 days of the VA original requested date to the Contractor regardless if the Contractor has discontinued the service.

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All VA accounts must be identified in the Contractor's network as a Federal Government account and will not be subject to disconnect for any reason other than the Government requests that it be disconnected.

4.0 PERFORMANCE DETAILS

4.1 CONTRACT TYPE

This is a Firm Fixed Price contract.

4.2 PERFORMANCE PERIOD

The ordering period for the contract shall be 12 months from the date of award with 4 twelve (12) month option periods. Periods of Performance are as listed below:

Base	10/01/2015 through 09/30/2016
Option Period 1	10/01/2016 through 09/30/2017
Option Period 2	10/01/2017 through 09/30/2018
Option Period 3	10/01/2018 through 09/30/2019
Option Period 4	10/01/2019 through 09/30/2020

Installation, maintenance and/or disconnection of services shall commence between 8:00 am to 4:30 pm, Monday through Friday, excluding Federal Holidays. Work may be required outside of normal business hours due to system failures and other issues. Maintenance that requires intrusive testing will have to be completed after normal working hours unless the service is not currently functioning. If services will be affected then Contractor must coordinate with the site POC and be performed after hours.

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:

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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

4.3 PLACE OF PERFORMANCE

The place of performance shall be the current locations the Contractor already has services installed at, for VA facilities located in the North Carolina (NC) This will also include any new facilities added within these states that Contractor services.

4.4 TRAVEL

Contractor travel is not required for this contract.

5.0 SPECIFIC TASKS AND DELIVERABLES

The Contractor shall perform the following:

5.1 REPORTING REQUIREMENTS

5.1.1 QUARTERLY CONTRACT STATUS REPORT

No report is required.

5.1.2 PROGRESS REPORT

A. No Report is required at this time.

5.2 MEETING REQUIREMENTS

5.2.1 KICKOFF MEETING

The Contractor shall hold a kickoff meeting within 10 days after contract award. At a minimum, the Contractor shall present, for review and approval by the Government, the Points of Contact for this effort, and address any contractual concerns. Dates, locations (can be virtual), and agenda shall be specified at least five (5) calendar days prior to the meeting. The CO, COR, and VA PM shall be invited at a minimum.

5.3 RECURRING VOICE AND DATA SERVICES

The Contractor shall be able to provide LEC telecommunication voice and data services as listed in section 5.3.1. This is based on services currently in place and where commercially available.

5.3.1 SERVICE TYPES

The Contractor shall continue providing the existing service types required for OI&T Region 3. The existing services and associated accounts shall be transitioned under this contract NLT 30 days after award of this contract.

1. Plain Old Telephone Service (POTS)/ Business Line (B1)
2. Integrated Services Digital Network (ISDN) Primary Rate Interfaces (PRIs) and
3. Direct Inward Dialing (DID) two way, combination, inbound/outbound, and both-way
4. Additional telecommunications inventory services (non-OI&T)

5.3.2 LOCAL VOICE TELECOMMUNICATION FEATURES

The Contractor shall continue providing the existing feature types required for OI&T Region 3. The existing features shall be transitioned under this contract NLT 30 days after award of this contract.

:

1. Directory Listing Published and Non-Published, free of charge
2. Caller identification (ID)
3. Call blocking
4. Hunting/Roll-over
5. Telecommunications Service Priority (TSP)
6. Caller Redirect Service (Ability for inbound calls to reroute to a predetermined number(s) in the event of a PRI outage, loss of location phone system, disaster)
7. Third Party Billing block
8. Call return blocking
9. Repeat dial blocking
10. International Call Blocking

5.3.3 TELECOMMUNICATION AVAILABILITY

The Contractor shall provide telecommunication services at each facility 24 hours per day, seven days per week, 365 days per annum. The Contractor shall adhere to all Public Utilities Commission (PUC) Agreements that regulate the area of service. The PUC shall be the primary ombudsman for regulated services. Government LEC requirements, and conditions may be more stringent than PUC regulations and both may apply. All Contractors and their subcontractors must be recognized and regulated by the PUC in the area that the Contractor offers service. Rate and service schedules must comply with both Federal Communications Commission (FCC) and PUC rules. Best effort service shall not be accepted.

5.4 ESTABLISHMENT OF SERVICES

The Contractor shall provide telecommunication services that are available 24 hours a day, 7 days a week, 365 days a year (to include all materials, equipment, and labor) for the locations specified in Addendum C. Establishment of services includes all non-recurring charges specific to each facility. The Contractor shall seek permission via local Point of Contact (POC) to enter the Government facility for the purpose of installing, inspecting or repairing of the services/equipment, or upon termination of the service, for the purpose of removing Contractor services/equipment.

Requirements for access to VA facilities shall include the following:

1. Normal working hours at VA facilities are 8:00 AM to 4:30 PM except for the Network Operations Center (NOC) which is open 24/7. Overtime or access after normal administrative hours shall be coordinated and approved with each site.
2. Contractor Technicians shall require escorts for in-building work where security requirements dictates; a maximum of four escorts will be provided at each VA location depending on staff availability. The intent is for escorts to be dedicated resources.
3. If work must be conducted after normal working hours, pre-notification must be given to VA Telecom Manager to coordinate VA escorts at a minimum of 48 hours in advance of technician arrival.

5.4.1 INVENTORY OF LINES AND CIRCUITS

The Contractor shall complete an inventory of all their circuits and/or services under this contract. The inventory shall include the cable pair assignments, the local and long haul circuit ID, the Network Interface (NI) location, and monthly recurring charges for each item in the inventory at each demarcation point for the location specified. The Contractor shall submit the inventory data to the designated COR no later than 30

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business days after the completion of the installation or 30 business days for paper only transitions.

The Contractor shall provide the up-to-date, accurate inventory of lines and circuits as part of the Contractor's account management inventory reporting.

5.4.2 SERVICE TRANSITION

In the event that the Contractor is not already the incumbent local exchange carrier (ILEC) service provider, the Contractor shall perform a site survey and coordinate with the VA facility Telecom Manager or designee. The Contractor shall have 10 business days to develop and deliver to the VA COR a Transition and Installation Plan including a listing of tasks identifying the installation and cutover approach. The Contractor shall not commence installation and cutover until the Contractor receives acceptance of the service installation and approved cutover plan from the VA COR. Deviations from the final Transition Plan shall be coordinated with the VA COR prior to any work being accomplished in the affected area. The Contractor shall coordinate that all circuits and services provided by the ILEC, under the prior contract, are disconnected/discontinued upon successful cutover.

VA must retain all telephone numbers throughout the transition process. The Contractor shall submit a Letter of Authorization (LOA) including the telephone numbers to be transitioned from the ILEC provider. The Contractor shall transition telephone numbers after CO or COR approval of the LOA. The Contractor shall complete transitions within 30 calendar days of task order issuance. Transitions that require more than porting of numbers, such as physical installations, will be permitted an additional 15 calendar days.

5.4.3 INSTALLATION PLAN (for New Services)

The Installation Plan shall contain the following site specific information:

- 1 Description of any equipment to be installed and site support required.
- 2 Location of equipment to be installed including placement of equipment and floor plan.
- 3 Installation schedule.

5.4.4 POINTS OF PRESENCE

VA operates medical centers providing direct patient care, so the Contractor shall provide redundancy within their network. The Contractor shall provide switching facilities with diversity at the switch level, including a minimum of two diverse Points of Presence (POPS) at the VA location in Supply, NC. The Contractor shall provide service that is based on technology that has component redundancy for switch gear as

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well as automatic system re-initialization to the identical level of service prior to need for reload. The Contractor shall provide the ability for inbound calls to reroute to a predetermined number in the event of a PRI outage.

5.4.5 TELECOMMUNICATIONS SERVICE PRIORITY

The Contractor shall comply with the assignment of a Telecommunications Service Priority (TSP) to circuits identified in the contract. TSP is a program that authorizes national security and emergency preparedness (NS/EP) organizations to receive priority treatment for vital voice and data circuits or other telecommunications services as a result of hurricanes, floods, earthquakes, and other natural or man-made disasters. The TSP Program requires service vendors to prioritize requests by identifying those services critical to NS/EP based on the Federal Communications Commission (FCC) mandate (REF: 88-341). A TSP assignment ensures that VA shall receive priority attention by the service vendor before any and all non-TSP services.

Website: <http://tsp.ncs.gov>

5.4.6 E-911 PS/ALI AVAILABILITY

The Contractor shall comply with all applicable local and FCC regulatory requirements including Local Number Portability (LNP), directory assistance, and emergency services (911 or E911) requirements to identify the location of an originating station and route them to the appropriate Public Safety Answering Point (PSAP).

5.4.7 ADDITION OF FACILITIES

The scope of this effort is to provide telecommunications (voice/data) services for facilities in the Region 3 catchment area that Contractor services. The addition of facilities shall only include new services to the demarcation point. Due to the size of Region 3 leased facilities are always closing and opening or changing in size. These changes are due to changes in regional demographics and service levels. This critical factor must be considered to understand the changing nature of our environment and the requirement of the support level of the service provider to accommodate these daily changes.

5.5 SERVICE LEVEL AGREEMENT (SLA)

The Contractor shall agree that services they provide conform to Service Level Agreement (SLA) parameters as defined in the following subtasks. This SLA will apply from the Government Acceptance Date for the Service to the duration of the Service Term. Satellite, cellular, or other radio services shall not be an acceptable solution.

5.5.1 CONTRACTOR CUSTOMER SUPPORT

The Contractor shall use an Escalation Process to resolve customer service issues and provide a single point of contact for each issue or dispute. The Contractor shall provide the COR an Escalation Process 14 days After Receipt of Order (ARO) outlining the specific steps taken to resolve customer service issues. The process shall include a full escalation list that provides resolution if necessary at the Contractor's senior executive level.

The Contractor shall provide the COR a Customer Support Organization Chart containing employee names, email addresses, and direct phone numbers.

The Contractor shall provide technical help desk support. Technical help desk support is required 24 hours a day, 7 days a week, and 365 days year. A toll free number shall be provided as the primary help desk number for VA Telecom Staff to call to report a trouble ticket. A Trouble Ticket is the method used by the Government to advise the Help Desk of a perceived Fault, including a Service Outage or a failure to meet an SLA. A unique Trouble Ticket reference number will be raised and given to the Government representative and also used each time the Government calls in to the Help Desk for any Fault update or, if appropriate, to inform the Contractor of restoration of the Service.

5.5.2 MEAN TIME TO REPAIR

MTTR is the average time for the Contractor to restore the Service during a Service Outage in a billing month. The SLA for MTTR shall be 4 hours for outage and 24 hours for services being affected. The Contractor shall provide technical support/resolution during established business hours to assist VA with issues pertaining to the LEC Services in Section 5.3.1. MTTR times begin when the Contractor receives a support request from VA. The Contractor shall respond to VA's support requests according to the following classifications of fault. If problems are not being completely resolved within 3 business days, the Contractor shall provide an explanation with plan and timeframe for resolving.

5.5.2.1 PRIORITY 1– SERVICE OUTAGE

A Service Outage is defined as an unscheduled period in which the service is interrupted and unavailable for use by Customer for 60 or more Unavailable Seconds within a 15 minute period. Contractor shall acknowledge the trouble ticket within 1 hour of being reported. This includes a business impacting function or service is not available such as loss of dial tone, inability to dial 911, or inability to receive a call on the circuit due to service outages. This shall include total loss of service or the service is degraded to the extent where the Government is unable to use it. This shall include the inability to receive or transmit data or access critical medical systems due to circuit impairment. The Contractor shall respond to all Service outages within four hours.

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Notifications shall be provided to VA local POC as identified by COR or trouble ticket, every business day via telephone until restored. The fault shall not return for seven days or it shall be considered a continuation of the original service impact.

5.5.2.2 PRIORITY 2– SERVICE DEGRADED

Service Degraded means VA's workflow is not seriously affected or limited as defined in

5.5.2.1 The fault shall not return for 30 days or it shall be considered a continuation of the original fault. Contractor shall acknowledge the trouble ticket within 1 hour of being reported. The Contractor shall respond to all Service outages within four hours.

Notifications shall be provided to VA local POC as identified by COR or trouble ticket, every business day via telephone until restored.

5.5.2.3 EXCLUSIONS

During scheduled maintenance of the LEC Service, the Contractor shall notify VA within three days of the maintenance window and describe in detail how long and to what level degraded service is to be expected. The Contractor shall obtain approval in advance from the appropriate VA facility POC before scheduled maintenance occurs. The voice service shall not be considered to be unavailable for any outage that results from any maintenance performed by the Contractor as defined by the following three exceptions:

1. VA is notified at least three days in advance of outage or service degradation;
2. During the installation period; and
3. Trouble beyond the demarcation point or Network Interface (NI) not caused by the Contractor.

5.5.3 EFFECTIVE DATE

The PUC Critical Dates utilized to establish the effective date are as follows:

1. Application Date (APP): The date the Government provides a contract and sufficient information to the Contractor for order placement. The APP Date is the date the contract service provider enters the order into their order distribution system(s). This is sometimes referred to as the order date.
2. Design Layout Report Date (DLRD): The date the Design Layout Report which contains the design for the service(s) ordered is forwarded to the Government.
3. Plant Test Date (PTD): The date acceptance testing is performed with the the Government.
4. Service Date (DD): The date the service is due to be made available to the Government. This is sometimes referred to as the Due Date.

The time between APP and DD should be less than 60 days in all cases. The Government shall be notified within 45 days after APP if the DLRD cannot be provided or if the Contractor's facilities cannot support the requirements. Also the Contractor

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shall notify the Government prior to the 60th day the results of the PTD. Any exception to the effective date shall be identified by the contractor and shall also furnish a written plan with a new due date and anticipated additional cost to install. The Government COR may approve exceptions up to 60 days from the APP. If not approved by the COR or the exception is greater than 60 days, the requirement issue will be raised to the CO for additional action.

5.5.4 END TO END SERVICE AVAILABILITY

End-to-End Service Availability is defined as the total number of minutes in a billing month during which the Service is available to transmit data between the originating & terminating Government Sites divided by the total number of minutes in a billing month. LEC Service Availability SLA shall be 99.9%. Service Availability is calculated in relation to Service Outage only. Measurement is based on the LEC's Help Desk time documentation and does not include time covered by exclusions in the section 5.5.2.3. The calculation of Service Outage time shall include periods of severe service degradation as defined in section 5.5.2.1

Calculation of Monthly Service Availability (%) = $(1 - (\text{Total minutes of Service Outage per month} / (\text{Days in month} \times 24 \text{ hours} \times 60 \text{ minutes}))) \times 100$.

5.6 MAINTENANCE AND RESTORATION ACTIVITIES

The Contractor shall maintain service availability to the standards established in this PWS, and ensure no loss of telecommunications services during all service requests, and provide maintenance activities to the Contractor's network. For example, remediation of major system failures using redundant resources or other resources may be necessary to maintain performance standards. The Contractor shall conduct all activities necessary to ensure service technicians are able to access, provide, and maintain all service-provider-controlled circuits and equipment. If major system failure occurs and is outside of typical business hours the VA reserves the right to directly contact repair services of the Carrier providing the last mile to the location. The Contractor shall clean up all work areas after completing work in VA facilities, including removal and disposal of defective equipment. The Contractor shall notify VA when any service request, repair, or maintenance is completed by telephone call or email to the VA local technical contact. The service request, repair, or maintenance is not considered complete until a VA Facility Telecommunications Manager confirms that the completion of service is acceptable.

5.6.1 DOWNTIME

The Contractor shall obtain the approval of the COR and VA Facility Telecommunications Manager through the Contractor's account management system (refer to Section 5.8 Account Management) before starting any work that will cause any downtime. If work is needed to be performed outside of normal business hours, the

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Contractor shall notify the COR and VA Facility Telecommunications Manager a minimum of three business days before the work is to begin (except in the case of emergencies or major failures).

5.6.2 ONSITE WORK

The Contractor shall clean up all work areas after completing work in VA facilities, including removal and disposal of defective equipment.

Requirements for access to VA facilities shall include the following:

- a. Normal business hours at VA facilities are 8:00 AM to 4:30 PM except for the Network Operation Center and Major Medical Centers which require 24/7 coverage. Access after normal business hours shall be coordinated and approved with each site Telecom Manager in advance with at least 48 hours notice when possible.
- b. Technicians are required to be escorted by VA staff at all times.
- c. If work must be conducted after normal business hours, the Contractor shall notify VA prior to arrival in order to coordinate VA escorts at least 48 hours in advance.

5.6.3 RESTORATION OF SERVICES AND RESPONSE TIME

The Contractor shall restore all losses of service within 4 hours.

The Contractor shall respond to major system failures within one hour of notification, 24 hours per day, seven days per week, 365 days per year. If problems are not being completely resolved within 3 business days, the Contractor shall provide an explanation with plan and timeframe for resolving.

The Contractor shall respond to minor system failures within four hours of notification, Monday through Friday, from 8 a.m. to 5 p.m. ET. The Contractor shall have a qualified technician call the service requestor within one hour of a service request.

When the Contractor needs onsite access, to respond to service or repair requests for example, the Contractor shall provide a timeframe not exceeding two hours for arrival onsite.

A major system failure is any failure that affects receipt of incoming calls or generation of outgoing calls, inability to receive or transmit data or access critical medical systems due to circuit impairment for more than fifteen consecutive minutes. If major system failure occurs and is outside of typical business hours the VA reserves the right to directly contact repair services of the Carrier providing the last mile to the location.

A minor system failure is a failure or repair request that is not a major system failure.

5.6.4 INTRUSIVE TESTING

The Contractor shall receive approval from the COR and/or VA Facility Telecommunications Manager prior to commencement of intrusive testing. Intrusive testing must be conducted after normal business hours unless the circuit is already down and is required to restore services.

5.6.5 SERVICE FIELD REPORTS

The Contractor shall provide Service Field Reports to the onsite VA Facility Telecommunications Manager at the time of the service call. The Contractor shall obtain the VA Facility Telecommunications Manager's signature on the Service Field Report. Service Field Reports shall include written evidence of all procedures and tests performed and any itemized parts used in the repair.

5.6.6 NOTIFICATION OF SERVICE COMPLETION

The Contractor shall notify VA when any service request, repair, or maintenance is completed by sending an email to a VA email group(s) designated by the COR. The service request, repair, or maintenance is not considered complete until a VA Facility Telecommunications Manager confirms that the completion of service is acceptable.

5.7 CUSTOMER SERVICE

The Contractor shall provide a toll free number for customer service support staffed by a live customer service representative 24 hours per day, seven days per week, 365 days per year. The customer service representative must be able to speak and write in English and be understandable. The customer service support may be delivered using an Interactive Voice Response System (IVR), but only if the initial voice menu allows the caller to immediately choose to speak with a live customer service representative.

5.7.1 RESOLUTION OF ISSUES

The Contractor shall use an Escalation Process to resolve customer service issues and provide a single point of contact for each issue or dispute.

The Contractor shall provide the COR an Escalation Process 14 days After Receipt of Order (ARO) outlining the specific steps taken to resolve customer service issues. The process shall include a full escalation list that provides resolution if necessary at the Contractor's senior executive level.

Deliverable:

- A. Escalation Process

5.7.2 CUSTOMER SUPPORT ORGANIZATION CHART

The Contractor shall provide the COR a Customer Support Organization Chart containing employee names, email addresses, and direct phone numbers. The Contractor shall submit the Customer Support Organization Chart 14 days ARO.

Deliverable:

- A. Customer Support Organization Chart

5.7.3 CUSTOMER SERVICE RECORDS

The Contractor shall provide Customer Service Records (CSRs) by the 45th day after successful transition. Each record shall include the delivery service point, an itemized list of service types provided, and the existing price associated with each service. The Contractor shall provide VA access to all records by maintaining them in the Contractor's account management system.

5.8 ACCOUNT MANAGEMENT

The Contractor shall provide VA access to a secure web-based portal account management system by the fifth day after contract award, if available. The system shall enable VA to access only VA data using password protection. No other customer shall be able to access VA's data. The system shall provide VA users the ability to obtain current status of service outages, billing records, and current CSRs for VA accounts. The system shall allow VA to assign permission based user access. The VA shall be able to extract all VA data from the Contractor's account management system in an acceptable commercial electronic file format such as .csv, .dbf, .xls, etc.

5.8.1 MANAGEMENT PORTAL AND REPORTING (if available)

The Contractor shall provide a VA-only, password-protected, web-based, management portal that provides VA the following:

- a. The ability to provide current status of service outages, billing records, and CSR for VA accounts.
- b. Report generation by authorized VA users of all VA account data in the system, exportable in a common file format as specified in 5.8.2 Portal Data and Reporting.

The COR(s) shall identify the users of this web-based portal. The Contractor shall provide all required portal training.

5.8.2 MOVES, ADDS, CHANGES, AND DELETES

The ability for VA to process MACDs shall be included within the Contractor's account management system. The information must include the date of MACD request, current status, and cost prorated based on date of the MACD request. The Government reserves the right to add additional services as needed via contract modification. It also reserves the right to disconnect any services that are no longer needed due to closure of facility or change in service requirements at any facility. The government will also at times move clinic's to new locations for various reasons and will also require the capability to move services when this occurs, provided redundant services are not required.

The Government requires telephone service portability and that established telephone numbers be retained. Moves made under portability provisions are subject to facility availability and requirements in section 5.4 Establishment of Services. The Government may choose to move either a portion of or the entire existing service

5.8.4 INVENTORY REPORTING

The Contractor shall provide account access by the 30th day after task order award to VA personnel to view inventory status of line and circuits for all VA accounts as identified in sections 5.4.1 Inventory of Lines and Circuits and 5.4.2 Service Transition. VA sites not currently listed will be added by a modification to the contract.

6.0 GENERAL REQUIREMENTS

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

The Contractor(s) shall comply with all personnel security requirements included in this contract and local level organization security requirements described in each individual task order. All Contractor personnel who require access to VA computer systems shall be subject to background investigations and must receive a favorable background investigation from VA. Generally Contractor personnel will be escorted at all times by VA employees so no background investigation should be required for this Contract.

6.2 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: Microsoft (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

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2000/2003/2007/2010, MS Visio 2000/2002/2003/2007/2010, AutoCAD 2002/2004/2007/2010, and Adobe Postscript Data Format (PDF).

6.3 PERFORMANCE METRICS

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

<u>Performance Objective</u>	<u>Performance Standard</u>	<u>Acceptable Performance Levels</u>
Transition	No Loss of service.	100% of the time
Account Management	Complete visibility and access to all accounts provided to VA-only, password protected, web-based management portal	100% of the time
Telecommunication Services Restoration	Service restorations are done within 24 hours.	100% of the time
Voice and Data Services and Customer Support	Customer service representative available 24 hours/day, 7 days a week, 365 days a year.	100% of the time
Major Failure Response Time	Contractor responds to major system failures within one hour of notification.	100% of the time
Minor Failure Response Time	Contractor responds to minor system failures within four hours of notification, Monday through Friday, from 8 a.m. to 5 p.m. ET.	99.9% of the time
Service Request Response Time	Qualified technician calls requestor within one hour of a service request.	99.9% of the time
Telecommunication Availability (Uptime)	Telecommunication services are available 24 hours per day, 7 days per week.	99.9% of the time
VA Directive 710 (6.1.1)	The Contractor(s) shall comply with all personnel security requirements included in this contract and local level organization security requirements described in each individual task order. Contractor Technicians will require escorts in VA facilities in accordance with Section 2.h (6) of VA	100% of the time

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	Directive 0710	
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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. A Performance Based Service Assessment Survey will be used in combination with the QASP to assist the Government in determining acceptable performance levels.

6.4 FACILITY/RESOURCE PROVISIONS

The Contractor shall contact the COR for Government documentation needed and which is not available by other means.

The Contractor shall not transmit, store or otherwise maintain sensitive data or products in Contractor systems (or media) within the VA firewall IAW VA Handbook 6500.6 dated March 12, 2010. All VA sensitive information shall be protected at all times in accordance with local security field office System Security Plans (SSP's) and Authority to Operate (ATO)'s for all systems/LAN's accessed while performing the tasks detailed in this PWS. For detailed Security and Privacy Requirements refer to ADDENDUM A and ADDENDUM B.

6.5 GOVERNMENT FURNISHED INFORMATION

Government site plans, manuals, and drawings are applicable to this acquisition and will be provided to the Contractor at the task order level as required for performance.

7.0 ACRONYMS

The following is a list of acronyms that may be found in this document or in TOs issued by VA.

CLEC – Competitive Local Exchange Carrier
CIO – Chief Information Officer
DVA – Department of Veterans Affairs
FBO – Federal Business Opportunities
FFP – Firm Fixed Price
FY – Fiscal Year
GFE – Government Furnished Equipment
ILEC – Incumbent Local Exchange Carrier
IM – Information Management
ISDN – Integrated Services Digital Network
IT – Information Technology
LEC – Local Exchange Carrier
LOA – Letter of Authorization
LPTA – Lowest Price Technically Acceptable
MRC – Monthly Recurring Charges
NANP – North American Numbering Plan
OEC – Office of Enterprise Communications
OI&T – Office of Information Technology
POP – Period of Performance
PIC – Primary Interexchange Carrier
PRI – Primary Rate Interface
PUC Public Utilities Commission
PWS – Performance Work Statement
QOS – Quality of Service
RFI – Request for Information
RFQ – Request for Quotes
SDP – Service Delivery Point
SLA – Service Level Agreement
TO – Task Order
TBO – Telecommunications Business Office
TEM – Telecommunications Expense Management
TSP – Telecommunications Service Priority
TTU – Test and Turn Up
VA – Veterans Affairs
VoIP – Voice over Internet Protocol
V2E – Visibility to Everything

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Attachment C



SDP ATMC
Inventory.xlsx

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ADDENDUM A

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

The Contractor shall ensure adequate LAN/Internet, data, information, and system security in accordance with VA standard operating procedures and standard PWS language, conditions, laws, and regulations. The Contractor's firewall and web server shall meet or exceed VA minimum requirements for security. All VA data shall be protected behind an approved firewall. All security violations or attempted violations shall be reported to the VA Program Manager and VA Information Security Officer as soon as possible. The Contractor shall follow all applicable VA policies and procedures governing information security, especially those that pertain to certification and accreditation.

Contractor supplied equipment, PCs of all types, equipment with hard drives, or other technology items for contract services must meet all security requirements that apply to Government Furnished Equipment (GFE) and Government Owned Equipment (GOE). Security Requirements include: a) VA Approved Encryption Software must be installed on all laptops or mobile devices before placed into operation, b) Bluetooth equipped devices are prohibited within VA; Bluetooth must be permanently disabled or removed from the device, c) VA approved anti-virus and firewall software, d) Equipment must meet all VA sanitization requirements and procedures before disposal. The COR, CO, the Project Manager, and the Information Security Officer (ISO) must be notified and verify all security requirements have been adhered to.

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

A2.0 VA Enterprise Architecture Compliance

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

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

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

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

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

- ☒ § 1194.23 Telecommunications products
- ☒ § 1194.24 Video and multimedia products
- ☒ § 1194.25 Self contained, closed products
- ☒ § 1194.26 Desktop and portable computers
- ☒ § 1194.31 Functional Performance Criteria
- ☒ § 1194.41 Information, Documentation, and Support

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

A4.0 Physical Security & Safety Requirements:

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

1. The Contractor and their personnel shall wear visible identification at all times while they are on the premises.

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2. The VA does not provide parking spaces at the work site; the Contractor must obtain parking at the work site if needed. It is the responsibility of the Contractor to park in the appropriate designated parking areas. The VA will not invalidate or make reimbursement for parking violations of the Contractor.
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.

A5.0 Confidentiality and Non-Disclosure

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

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

1. The Contractor shall 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.

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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.

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- 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.
 - i.
8. Regulatory standard of conduct governs all personnel directly and indirectly involved in procurements. All personnel engaged in procurement and related activities shall conduct business in a manner above reproach and, except as authorized by statute or regulation, with complete impartiality and with preferential treatment for none. The general rule is to strictly avoid any conflict of interest or even the appearance of a conflict of interest in VA/Contractor relationships.
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.

ADDENDUM B

APPLICABLE PARAGRAPHS TAILORED FROM: *THE VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE, VA HANDBOOK 6500.6, APPENDIX C, MARCH 12, 2010*

B1. GENERAL

Contractors, Contractor personnel, Subcontractors, and Subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

B2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

a. A Contractor/Subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, Subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.

b. 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.

B3. VA INFORMATION CUSTODIAL LANGUAGE

1. Information made available to the Contractor or Subcontractor by VA for the performance or administration of this contract or information developed by the Contractor/Subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of VA. This clause expressly limits the Contractor/Subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

2. VA information should not be co-mingled, if possible, with any other data on the Contractors/Subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the Contractor must ensure that VA information is returned to VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on site inspections of Contractor and Subcontractor IT resources to ensure data security

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controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.

3. Prior to termination or completion of this contract, Contractor/Subcontractor must not destroy information received from VA, or gathered/created by the Contractor in the course of performing this contract without prior written approval by VA. Any data destruction done on behalf of VA by a Contractor/Subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, *Records and Information Management* and its Handbook 6300.1 *Records Management Procedures*, applicable VA Records Control Schedules, and VA Handbook 6500.1, *Electronic Media Sanitization*. Self-certification by the Contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.

4. The Contractor/Subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.

5. The Contractor/Subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on Contractor/Subcontractor electronic storage media for restoration in case any electronic equipment or data used by the Contractor/Subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

6. If VA determines that the Contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the Contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.

7. If a VHA contract is terminated for cause, the associated Business Associate Agreement (BAA) must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, *Business Associate Agreements*. Absent an agreement to use or disclose protected health information, there is no business associate relationship.

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8. The Contractor/Subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA minimum requirements. VA Configuration Guidelines are available upon request.

B4. INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE

a. For information systems that are hosted, operated, maintained, or used on behalf of VA at non-VA facilities, Contractors/Subcontractors are fully responsible and accountable for ensuring compliance with all HIPAA, Privacy Act, FISMA, NIST, FIPS, and VA security and privacy directives and handbooks. This includes conducting compliant risk assessments, routine vulnerability scanning, system patching and change management procedures, and the completion of an acceptable contingency plan for each system. The Contractor's security control procedures must be equivalent, to those procedures used to secure VA systems. A Privacy Impact Assessment (PIA) must also be provided to the COR and approved by VA Privacy Service prior to operational approval. All external Internet connections to VA network involving VA information must be reviewed and approved by VA prior to implementation.

b. Adequate security controls for collecting, processing, transmitting, and storing of Personally Identifiable Information (PII), as determined by the VA Privacy Service, must be in place, tested, and approved by VA prior to hosting, operation, maintenance, or use of the information system, or systems by or on behalf of VA. These security controls are to be assessed and stated within the PIA and if these controls are determined not to be in place, or inadequate, a Plan of Action and Milestones (POA&M) must be submitted and approved prior to the collection of PII.

c. Outsourcing (Contractor facility, Contractor equipment or Contractor staff) of systems or network operations, telecommunications services, or other managed services requires certification and accreditation (authorization) (C&A) of the Contractor's systems in accordance with VA Handbook 6500.3, *Certification and Accreditation* and/or the VA OCS Certification Program Office. Government-owned (Government facility or Government equipment) Contractor-operated systems, third party or business partner networks require memorandums of understanding and interconnection agreements (MOU-ISA) which detail what data types are shared, who has access, and the appropriate level of security controls for all systems connected to VA networks.

d. The Contractor/Subcontractor's system must adhere to all FISMA, FIPS, and NIST standards related to the annual FISMA security controls assessment and review and update the PIA. Any deficiencies noted during this assessment must be provided to the VA contracting officer and the ISO for entry into the VA POA&M management process. The Contractor/Subcontractor must use the VA POA&M process to document

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planned remedial actions to address any deficiencies in information security policies, procedures, and practices, and the completion of those activities. Security deficiencies must be corrected within the timeframes approved by the Government.

Contractor/Subcontractor procedures are subject to periodic, unannounced assessments by VA officials, including the VA Office of Inspector General. The physical security aspects associated with Contractor/Subcontractor activities must also be subject to such assessments. If major changes to the system occur that may affect the privacy or security of the data or the system, the C&A of the system may need to be reviewed, retested and re-authorized per VA Handbook 6500.3. This may require reviewing and updating all of the documentation (PIA, System Security Plan, and Contingency Plan). The Certification Program Office can provide guidance on whether a new C&A would be necessary.

e. The Contractor/Subcontractor must conduct an annual self assessment on all systems and outsourced services as required. Both hard copy and electronic copies of the assessment must be provided to the COR. The Government reserves the right to conduct such an assessment using Government personnel or another Contractor/Subcontractor. The Contractor/Subcontractor must take appropriate and timely action (this can be specified in the contract) to correct or mitigate any weaknesses discovered during such testing, generally at no additional cost.

f. VA prohibits the installation and use of personally-owned or Contractor/Subcontractor owned equipment or software on the VA network. If non-VA owned equipment must be used to fulfill the requirements of a contract, it must be stated in the service agreement, SOW or contract. All of the security controls required for Government furnished equipment (GFE) must be utilized in approved other equipment (OE) and must be funded by the owner of the equipment. All remote systems must be equipped with, and use, a VA-approved antivirus (AV) software and a personal (host-based or enclave based) firewall that is configured with a VA approved configuration. Software must be kept current, including all critical updates and patches. Owners of approved OE are responsible for providing and maintaining the anti-viral software and the firewall on the non-VA owned OE.

g. All electronic storage media used on non-VA leased or non-VA owned IT equipment that is used to store, process, or access VA information must be handled in adherence with VA Handbook 6500.1, *Electronic Media Sanitization* upon: (i) completion or termination of the contract or (ii) disposal or return of the IT equipment by the Contractor/Subcontractor or any person acting on behalf of the Contractor/Subcontractor, whichever is earlier. Media (hard drives, optical disks, CDs, back-up tapes, etc.) used by the Contractors/Subcontractors that contain VA information must be returned to VA for sanitization or destruction or the Contractor/Subcontractor must self-certify that the media has been disposed of per 6500.1 requirements. This must be completed within 30 days of termination of the contract.

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h. Bio-Medical devices and other equipment or systems containing media (hard drives, optical disks, etc.) with VA sensitive information must not be returned to the vendor at the end of lease, for trade-in, or other purposes. The options are:

- 1) Vendor must accept the system without the drive;
- 2) VA's initial medical device purchase includes a spare drive which must be installed in place of the original drive at time of turn-in; or
- 3) VA must reimburse the company for media at a reasonable open market replacement cost at time of purchase.
- 4) Due to the highly specialized and sometimes proprietary hardware and software associated with medical equipment/systems, if it is not possible for VA to retain the hard drive, then;
 - a) The equipment vendor must have an existing BAA if the device being traded in has sensitive information stored on it and hard drive(s) from the system are being returned physically intact; and
 - b) Any fixed hard drive on the device must be non-destructively sanitized to the greatest extent possible without negatively impacting system operation. Selective clearing down to patient data folder level is recommended using VA approved and validated overwriting technologies/methods/tools. Applicable media sanitization specifications need to be preapproved and described in the purchase order or contract.
 - c) A statement needs to be signed by the Director (System Owner) that states that the drive could not be removed and that (a) and (b) controls above are in place and completed. The ISO needs to maintain the documentation.

B5. 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 COR 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.

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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.

B6. 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.

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

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

d. Based on the determinations of the independent risk analysis, the Contractor shall be responsible for paying to VA liquidated damages in the amount of \$37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

- 1) Notification;
- 2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
- 3) Data breach analysis;

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- 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.

B7. SECURITY CONTROLS COMPLIANCE TESTING

On a periodic basis, VA, including the Office of Inspector General, reserves the right to evaluate any or all of the security controls and privacy practices implemented by the Contractor under the clauses contained within the contract. With 10 working-day's notice, at the request of the Government, the Contractor must fully cooperate and assist in a Government-sponsored security controls assessment at each location wherein VA information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of VA, including those initiated by the Office of Inspector General. The Government may conduct a security control assessment on shorter notice (to include unannounced assessments) as determined by VA in the event of a security incident or at any other time.