



PERFORMANCE WORK STATEMENT (PWS) DEPARTMENT OF VETERANS AFFAIRS

*Office of Information & Technology
Service Delivery & Engineering*

Antenna Repairs for VSAT Program

Date: June 15, 2016

Repair of AVL Antennas

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1.0 BACKGROUND

The mission of the Department of Veterans Affairs (VA), Office of Information & Technology (OI&T), Service Delivery and Engineering is to provide benefits and services to Veterans of the United States. In meeting these goals, OI&T strives to provide high quality, effective, and efficient Information Technology (IT) services to those responsible for providing care to the Veterans at the point-of-care as well as throughout all the points of the Veterans' health care in an effective, timely and compassionate manner. VA depends on Information Management/Information Technology (IM/IT) systems to meet mission goals.

Several AVL Technologies (AvL) 1278 reflectors require repair or replacement services. The reflectors are part of the VA's Emergency Preparedness and Mobile Healthcare fleet of vehicles.

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. Federal Information Processing Standards (FIPS) Publication 140-2, "Security Requirements For Cryptographic Modules"
3. FIPS Pub 201-2, "Personal Identity Verification of Federal Employees and Contractors," August 2013
4. 10 U.S.C. § 2224, "Defense Information Assurance Program"
5. Carnegie Mellon Software Engineering Institute, Capability Maturity Model® Integration for Development (CMMI-DEV), Version 1.3 November 2010; and Carnegie Mellon Software Engineering Institute, Capability Maturity Model® Integration for Acquisition (CMMI-ACQ), Version 1.3 November 2010
6. 5 U.S.C. § 552a, as amended, "The Privacy Act of 1974"
7. 42 U.S.C. § 2000d "Title VI of the Civil Rights Act of 1964"
8. VA Directive 0710, "Personnel Suitability and Security Program," June 4, 2010, <http://www.va.gov/vapubs/>
9. VA Handbook 0710, Personnel Suitability and Security Program, September 10, 2004, <http://www.va.gov/vapubs>
10. VA Directive and Handbook 6102, "Internet/Intranet Services," July 15, 2008
11. 36 C.F.R. Part 1194 "Electronic and Information Technology Accessibility Standards," July 1, 2003
12. Office of Management and Budget (OMB) Circular A-130, "Management of Federal Information Resources," November 28, 2000
13. 32 C.F.R. Part 199, "Civilian Health and Medical Program of the Uniformed Services (CHAMPUS)"
14. An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule, October 2008

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15. 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
16. Homeland Security Presidential Directive (12) (HSPD-12), August 27, 2004
17. VA Directive 6500, "Managing Information Security Risk: VA Information Security Program," September 20, 2012
18. VA Handbook 6500, "Risk Management Framework for VA Information Systems – Tier 3: VA Information Security Program," March 10, 2015
19. VA Handbook 6500.1, "Electronic Media Sanitization," November 03, 2008
20. VA Handbook 6500.2, "Management of Data Breaches Involving Sensitive Personal Information (SPI)", January 6, 2012
21. VA Handbook 6500.3, "Assessment, Authorization, And Continuous Monitoring Of VA Information Systems," February 3, 2014
22. VA Handbook 6500.5, "Incorporating Security and Privacy in System Development Lifecycle" March 22, 2010
23. VA Handbook 6500.6, "Contract Security," March 12, 2010
24. VA Handbook 6500.8, "Information System Contingency Planning", April 6, 2011
25. Project Management Accountability System (PMAS) portal (reference <https://www.voa.va.gov/pmas/>)
26. OI&T ProPath Process Methodology (reference process maps at <http://www.va.gov/PROPATH/Maps.asp> and templates at <http://www.va.gov/PROPATH/Templates.asp>
NOTE: In the event of a conflict, OI&T ProPath takes precedence over other processes or methodologies.
27. One-VA Technical Reference Model (TRM) (reference at <http://www.va.gov/trm/TRMHomePage.asp>)
28. National Institute Standards and Technology (NIST) Special Publications (SP)
29. VA Directive 6508, VA Privacy Impact Assessment, October 3, 2008
30. VA Directive 6300, Records and Information Management, February 26, 2009
31. VA Handbook, 6300.1, Records Management Procedures, March 24, 2010
32. OMB Memorandum, "Transition to IPv6", September 28, 2010
33. VA Directive 0735, Homeland Security Presidential Directive 12 (HSPD-12) Program, February 17, 2011
34. VA Handbook 0735, Homeland Security Presidential Directive 12 (HSPD-12) Program, March 20, 2014
35. OMB Memorandum M-06-18, Acquisition of Products and Services for Implementation of HSPD-12, June 30, 2006
36. OMB Memorandum 05-24, Implementation of Homeland Security Presidential Directive (HSPD) 12 – Policy for a Common Identification Standard for Federal Employees and Contractors, August 5, 2005
37. OMB memorandum M-11-11, "Continued Implementation of Homeland Security Presidential Directive (HSPD) 12 – Policy for a Common

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- Identification Standard for Federal Employees and Contractors, February 3, 2011
38. OMB Memorandum, Guidance for Homeland Security Presidential Directive (HSPD) 12 Implementation, May 23, 2008
 39. Federal Identity, Credential, and Access Management (FICAM) Roadmap and Implementation Guidance, December 2, 2011
 40. NIST SP 800-116, A Recommendation for the Use of Personal Identity Verification (PIV) Credentials in Physical Access Control Systems, November 20, 2008
 41. OMB Memorandum M-07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information, May 22, 2007
 42. NIST SP 800-63-2, Electronic Authentication Guideline, August 2013
 43. Draft NIST Special Publication 800-157, Guidelines for Derived PIV Credentials, March 2014
 44. NIST Special Publication 800-164, Guidelines on Hardware-Rooted Security in Mobile Devices (Draft), October 2012
 45. Draft National Institute of Standards and Technology Interagency Report (NISTIR) 7981 Mobile, PIV, and Authentication, March 2014
 46. VA Memorandum, VAIQ #7100147, Continued Implementation of Homeland Security Presidential Directive 12 (HSPD-12), April 29, 2011 (reference <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=514>)
 47. VA Memorandum, VAIQ # 7011145, VA Identity Management Policy, June 28, 2010 (reference Enterprise Architecture Section, PIV/IAM (reference <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=514>))
 48. IAM Identity Management Business Requirements Guidance document, May 2013, (reference Enterprise Architecture Section, PIV/IAM (reference <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=514>))
 49. Trusted Internet Connections (TIC) Reference Architecture Document, Version 2.0, Federal Interagency Technical Reference Architectures, Department of Homeland Security, October 1, 2013, https://www.fedramp.gov/files/2015/04/TIC_Ref_Arch_v2-0_2013.pdf
 50. OMB Memorandum M-08-05, "Implementation of Trusted Internet Connections (TIC), November 20, 2007
 51. OMB Memorandum M-08-23, Securing the Federal Government's Domain Name System Infrastructure, August 22, 2008
 52. VA Memorandum, VAIQ #7497987, Compliance – Electronic Product Environmental Assessment Tool (EPEAT) – IT Electronic Equipment, August 11, 2014 (reference Document Libraries, EPEAT/Green Purchasing Section, <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=552>)
 53. Sections 524 and 525 of the Energy Independence and Security Act of 2007, (Public Law 110–140), December 19, 2007
 54. Section 104 of the Energy Policy Act of 2005, (Public Law 109–58), August 8, 2005
 55. Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance," October 5, 2009

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56. Executive Order 13423, "Strengthening Federal Environmental, Energy, and Transportation Management," January 24, 2007
57. Executive Order 13221, "Energy-Efficient Standby Power Devices," August 2, 2001
58. VA Directive 0058, "VA Green Purchasing Program", July 19, 2013
59. VA Handbook 0058, "VA Green Purchasing Program", July 19, 2013
60. Office of Information Security (OIS) VAIQ #7424808 Memorandum, "Remote Access", January 15, 2014,
<https://www.voa.va.gov/DocumentListPublic.aspx?NodeId=28>
61. Clinger-Cohen Act of 1996, 40 U.S.C. §11101 and §11103
62. VA Directive 6071, Project Management Accountability System (PMAS), February 20, 2013
63. VA Memorandum, "Implementation of Federal Personal Identity Verification (PIV) Credentials for Federal and Contractor Access to VA IT Systems", (VAIQ# 7614373) July 9, 2015,
<https://www.voa.va.gov/DocumentListPublic.aspx?NodeId=28>
64. VA Memorandum "Mandatory Use of PIV Multifactor Authentication to VA Information System" (VAIQ# 7613595), June 30, 2015,
<https://www.voa.va.gov/DocumentListPublic.aspx?NodeId=28>
65. VA Memorandum "Mandatory Use of PIV Multifactor Authentication for Users with Elevated Privileges" (VAIQ# 7613597), June 30, 2015;
<https://www.voa.va.gov/DocumentListPublic.aspx?NodeId=28>

3.0 SCOPE OF WORK

The Contractor shall provide repair services for the identified VA owned AVL 1278 Antennas. This task order provides the Government with repair and/or exchange services to include other services as necessary for the continuity of operations.

4.0 PERFORMANCE DETAILS

4.1 PERFORMANCE PERIOD

The period of performance (POP) shall be 4 months from time of award.

Any work at the Government site shall not take place on Federal holidays or weekends unless directed by the Contracting Officer (CO).

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

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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

Tasks under this PWS in sections 5.2 and 5.3 shall be performed in VA facilities located in below. Repair work may be performed at remote locations within CONUS only. Task under section 5.4 in this PWS shall be performed at both the VA facility and Contractor facilities.

Task 5.2 DISH REPAIRS OR REPLACEMENT

1. Unit: MVC-VSAT03
Address: 510 Butler Avenue, Martinsburg, WV 25405
2. Unit: MVC-VSAT66
Address: 240 West 11th Street Erie, PA 16501

Task 5.3 DISH REPLACEMENT

Unit: R02-VSAT13
Address: 3600 30th Street, Des Moines, IA 51310

Task 5.4 Mount Repair

Unit: MVC-VSAT35
Address: 1407 Union Street, Suite 410 Memphis, TN 38104

Task 5.5 UNIT R04-VSAT12 EQUIPMENT MOUNT AND DISH REMOVAL

Unit: R04-VSAT12
Address: 241 Main St, Bingham, ME 04920

Task 5.6 R04-VSAT12

Address: Northport VAMC, 79 Middleville Road, Northport, NY 11768
POC:

Repair of AVL Antennas

Richard Falco	Richard.Falco@va.gov	631-261-4400 x2522
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5.0 SPECIFIC TASKS AND DELIVERABLES

The contractor will be responsible for all travel, parts, labor, forklifts, transportation, shipping, storage and all other logistical aspect for the work required.

5.1 REPORTING REQUIREMENTS

The Contractor shall notify the COR upon completion of each task.

Deliverable:

- A. Task completion report.

5.2 DISH REPAIRS

The contractor shall provide on-site services to repair the following dishes: MVC-VSAT03 and MVC-VSAT66. The units are equipped with an Original Equipment Manufacturer (OEM) heating system to allow operation in cold weather. There is a cover on the lower, back portion of the reflect that protects the heating elements. On both units this cover is cracked and parts of the cover have broken off. At a minimum, this cover needs to be replaced. It is unknown if there is any damage to the heating elements or the dish under the protective covering. The contractor shall either repair or replace the dish, heating element (if needed), and replace the back cover on the dish using OEM or OEM approved parts. If the parts used are not OEM parts a document from the OEM authorizing the parts must be provided.

The Contractor shall:

- a. Remove any unserviceable components (Dish, heating assembly, back cover).
- b. Install the replacement components as needed.
- c. Reinstall the components as needed.
- d. Verify system functionality.
- e. Testing, inspection and acceptance shall be in accordance with standard OEM requirements and operating procedures, and normal business practices. The VA has a function testing report that will be provided. The local VA POCs will operate and test the VSAT system. The contractor shall complete the report in coordination with the local POCs.
- f. Turn over any removed satellite equipment (parts) to the local POC for proper disposal.

The site POCs are:

Unit: MVC-VSAT03

Address: 510 Butler Avenue, Martinsburg, WV 25405

POC:

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Alvie Benskin	alvie.benskin@va.gov	406-721-4918
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Unit: MVC-VSAT66

Address: 240 West 11th Street Erie, PA 16501

POC:

Anthony Reitz	anthony.reitz@va.gov	(814) 453-7955
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Deliverables:

- A. OEM approval document if non-OEM parts are used.
- B. Functionality Report

5.3 DISH REPLACEMENT

The contractor shall provide and replace the dish for Unit R02-VSAT13. This unit is not equipped with an OEM heating system. The contractor shall replace the dish using OEM or OEM approved parts. If the parts used are not OEM parts a document from the OEM authorizing the parts must be provided.

The Contractor shall:

- a. Remove the damaged dish and any components as needed.
- b. Install the replacement dish.
- c. Reinstall any components as needed.
- d. Verify system functionality.
- e. Perform testing, inspection and acceptance in accordance with standard OEM requirements and operating procedures, and normal business practices.
- f. Turn over any removed satellite equipment (dish) to the local POC for proper disposal.

The site POC is:

Dawn Sturtz	dawn.sturtz@va.gov	(515) 699-5892
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Deliverables :

- A. OEM approval document if non-OEM parts are used.
- B. Functionality Report

5.4 Mount Repair

The contractor shall provide and replace the dish for Unit MVC-VSAT35. The contractor shall perform the work using OEM or OEM approved parts. If the parts used are not OEM parts a document from the OEM authorizing the parts must be provided.

The Contractor shall:

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- a. Remove the antenna from the vehicle
- b. Remove the AZ drive cables
- c. Replace bent capstan
- d. Replace sun shield
- e. Reinstall AZ drive cables
- f. Tension of AZ drive cables
- g. Reinstall antenna to the vehicle
- h. Repair bent sheet metal on back of mount. Photo of damage available upon request
- i. Testing, inspection and acceptance shall be in accordance with standard OEM requirements and operating procedures, and normal business practices. The VA has a function testing report that will be provided. The local VA POCs will operate and test the VSAT system. The contractor shall complete the report in coordination with the local POCs.
- j. Turn over any removed satellite equipment (parts) to the local POC for proper disposal.

The site POC is:

Harvey Reid	harvey.reid@va.gov	(901) 522-3945
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Deliverables :

- A. OEM approval document if non-OEM parts are used.
- B. Functionality Report

5.5 UNIT R04-VSAT12 EQUIPMENT MOUNT AND DISH REMOVAL

Unit R04-VSAT12 must be removed, refurbished, and shipped to the current Very Small Aperture Terminal (VSAT) contract holder at a CONUS location. All work must be performed Thursdays and Fridays as the facility is open to patients all other weekdays. The contractor shall assume no onsite support equipment (such as lifts and ladders) will be provided and must supply their own equipment.

The contractor shall:

- a. Remove the existing mount, dish, and related assemblies
- b. Permanently patch any wall/ceiling/roof penetrations associated with the work performed. Rain and snow loading is a major consideration. A proposal describing the roof patching must be submitted to and approved by the COR before any work is to be performed on this task. The work shall be guaranteed for a period of 1 year.
- c. Remove all internal satellite equipment (See below for a list). This equipment is mounted in a 19 inch rack, located inside the trailer, and weighs less than 200lbs. The rack shall stay in place and will not be removed.
- d. Refurbish the dish and dish assembly back to functionality
- e. Perform testing, inspection and acceptance in accordance with standard OEM requirements and operating procedures, and normal business practices

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- f. Ship the equipment to a contractor. (location will be in CONUS)

Equipment list included but not limited to:

- 1.2 meter AvL Technologies Dish
- 2-Port Ku-Band Feed
- AvL Technologies Compact Pol Drive
- AvL Technologies El-over-Az Cable Drive Antenna Positioner with Manual Emergency/Stow Mechanism
- Vehicle Interface Pallet
- Embedded Auto-Acquisition Controller
- Antenna Controller Interface
- Stow Alarm/Interlock Switch
- Hand Crank
- BUC Mounting Kit with Twist Flex Waveguide to Feed Tx Port
- IFL and Controller cable(s)
- BUC
- BUC Mount Kit
- LNB

The site POC is:

Richard McNaughton	richard.mcnaughton@va.gov	207-621-4884
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Deliverables :

- A. Roof patching proposal

Deliverables :

- A. Inventory Report containing all serial numbers of parts repaired or replaced.

5.6 R04-VSAT15 Repair

The contractor shall repair Unit R02-VSAT15. The contractor shall replace the BUC and LNB as necessary using OEM or OEM approved parts. If the parts used are not OEM parts a document from the OEM authorizing the parts must be provided. The contractor shall install an AvL stow switch. The contractor shall perform any and all work required to return R04-VSAT15 to functional status. The location of the unit is provided in Attachment A.

The Contractor shall:

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- a. Remove any non-functional or damaged components.
- b. Reinstall any new or repaired components.
- c. Verify system functionality.
- d. Perform testing, inspection and acceptance in accordance with standard OEM requirements and operating procedures, and normal business practices.
- e. Turn over any removed satellite equipment to the local POC for proper disposal.

Deliverables :

- C. OEM approval document if non-OEM parts are used.
- D. Functionality Report

The site POC is:

Richard Falco	Richard.Falco@va.gov	631-261-4400 x2522
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5.7 Government Furnished Property Inventory-

The contractor shall provide secure storage of all Government Furnished Property in accordance with VA Department of Property Management Policy.

5.8 Warranty Support

Repair and replacement work shall be warrantied for a period of 12 months from day of task completion.

Deliverables

- A. Warranty Report

6.0 GENERAL REQUIREMENTS

6.1 SECURITY AND PRIVACY REQUIREMENTS

6.1.1 POSITION/TASK RISK DESIGNATION LEVEL(S)

Position Sensitivity	Background Investigation (in accordance with Department of Veterans Affairs 0710 Handbook, "Personnel Suitability and Security Program," Appendix A)
Low / Tier 1	Tier 1 / National Agency Check with Written Inquiries (NACI) A Tier 1/NACI is conducted by OPM and covers a 5-year period. It consists of a

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Position Sensitivity	Background Investigation (in accordance with Department of Veterans Affairs 0710 Handbook, "Personnel Suitability and Security Program," Appendix A)
	review of records contained in the OPM Security Investigations Index (SII) and the DOD Defense Central Investigations Index (DCII), Federal Bureau of Investigation (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.
Moderate / Tier 2	Tier 2 / Moderate Background Investigation (MBI) A Tier 2/MBI is conducted by OPM and covers a 5-year period. It consists of a review of National Agency Check (NAC) records [OPM Security Investigations Index (SII), DOD Defense Central Investigations Index (DCII), FBI name check, and a FBI fingerprint check], a credit report covering a period of 5 years, written inquiries to previous employers and references listed on the application for employment; an interview with the subject, law enforcement check; and a verification of the educational degree.
High / Tier 4	Tier 4 / Background Investigation (BI) A Tier 4/BI is conducted by OPM and covers a 10-year period. It consists of a review of National Agency Check (NAC) records [OPM Security Investigations Index (SII), DOD Defense Central Investigations Index (DCII), FBI name check, and a FBI fingerprint check report], a credit report covering a period of 10 years, written inquiries to previous employers and references listed on the application for employment; an interview with the subject, spouse, neighbors, supervisor, co-workers; court records, law enforcement check, and a verification of the educational degree.

The position sensitivity and the level of background investigation commensurate with the required level of access for the following tasks within the Performance Work Statement are:

Position Sensitivity and Background Investigation Requirements by Task

Task Number	Tier1 / Low / NACI	Tier 2 / Moderate / MBI	Tier 4 / High / BI
5.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.4	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.5	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.6	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

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Background Investigation Level for each Contractor individual based upon the tasks the Contractor individual will be working, in accordance with their submitted proposal.

6.1.2 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).

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- 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.
- i. 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.
- l. 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.

Deliverable:

- A. Contractor Staff Roster

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

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6.3 PERFORMANCE METRICS

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 style="list-style-type: none">1. Demonstrates understanding of requirements2. Efficient and effective in meeting requirements3. Meets technical needs and mission requirements4. Offers quality services/products	Satisfactory or higher
B. Project Milestones and Schedule	<ol style="list-style-type: none">1. Established milestones and project dates are met2. Products completed, reviewed, delivered in timely manner3. Notifies customer in advance of potential problems	Satisfactory or higher
C. Project Staffing	<ol style="list-style-type: none">1. Currency of expertise2. Personnel possess necessary knowledge, skills and abilities to perform tasks	Satisfactory or higher
D. Value Added	<ol style="list-style-type: none">1. Provided valuable service to Government2. Services/products delivered were of desired quality	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.

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6.4 GOVERNMENT FURNISHED PROPERTY

R04-VSAT12 equipment, mount and dish

6.5 SHIPMENT OF HARDWARE OR EQUIPMENT

Inspection: Destination

Acceptance: Destination

Free on Board (FOB): Destination

Special Shipping Instructions:

Prior to shipping, Contractor shall notify Site POCs, by phone followed by email, of all incoming deliveries including line-by-line details for review of requirements. Contractor shall not make any changes to the delivery schedule without the approval of site POC.

Contractors shall coordinate deliveries with Site POCs before shipment of hardware to ensure sites have adequate storage space.

All shipments, either single or multiple container deliveries, shall bear the VA IFCAP Purchase Order number on external shipping labels and associated manifests or packing lists. In the case of multiple container deliveries, a statement readable near the VA IFCAP PO number shall indicate total number of containers for the complete shipment (e.g. "Package 1 of 2"), clearly readable on manifests and external shipping labels.

Packing Slips/Labels and Lists shall also include the following:

IFCAP PO #: _____ (e.g., 166-E11234 (the IFCAP PO number is located in block #20 of the SF 1449))

Project Description: (e.g. Tier I Lifecycle Refresh)

Total number of Containers: Package ____ of _____. (e.g., Package 1 of 3)

6.6 SCHEDULE FOR DELIVERABLES

Note: Days used in the table below refer to calendar days unless otherwise stated. Deliverables with due dates falling on a weekend or holiday shall be submitted the following Government work day after the weekend or holiday.

Task	Deliverable ID	Deliverable Description
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Task	Deliverable ID	Deliverable Description
5.1	A	<u>Task completion report.</u> Due 3 days after task completion Electronic submission to: COR Inspection: destination Acceptance: destination
5.2 5.3 5.4 5.7	A	<u>OEM approval document if non-OEM parts are used.</u> Due prior to task completion Electronic submission to: COR Inspection: destination Acceptance: destination
5.2 5.3 5.4 5.7	B	<u>Functionality Report</u> The VA has a function testing report that will be provided. The local VA POCs will operate and test the VSAT system. The contractor shall complete the report in coordination with the local POCs. Electronic submission to: COR and local POC Inspection: destination Acceptance: destination
5.5	A	<u>Roof Patching Proposal</u> A proposal describing the roof patching must be submitted to and approved by the COR before any work is to be performed on this task. Electronic submission to: COR and local POC Inspection: destination Acceptance: destination
5.6	A	<u>Inventory Report</u> Report is due 10 days after completion of all tasks Electronic submission to: COR Inspection: destination Acceptance: destination
5.8	A	<u>Warranty Report</u> Due 10 days after receipt of order Electronic submission to: COR Inspection: destination Acceptance: destination
6.1	A	<u>Staff Roster</u> Due 10 days after receipt of order Electronic submission to: COR Inspection: destination Acceptance: destination

ADDENDUM A – ADDITIONAL VA REQUIREMENTS, CONSOLIDATED

A1.0 Confidentiality and Non-Disclosure

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

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

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

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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.
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.

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ADDENDUM B – VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE

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. All Contractors, Subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for Contractors must be in accordance with VA Directive and Handbook 0710, *Personnel Suitability and Security Program*. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

c. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.

d. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates (e.g. Business Associate Agreement, Section 3G), the Contractor/Subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA,

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specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.

e. The Contractor or Subcontractor must notify the CO 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 CO 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 Contractor/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 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 CO 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

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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 1600.05, *Business Associate Agreements*. Absent an agreement to use or disclose protected health information, there is no business associate relationship.

8. The Contractor/Subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.

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

10. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the Contractor/Subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA prior written approval. The Contractor/Subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA CO for response.

11. Notwithstanding the provision above, the Contractor/Subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the Contractor/Subcontractor is in receipt of a court order or other requests for the above mentioned information, that Contractor/Subcontractor shall immediately refer such court orders or other requests to the VA CO for response.

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12. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or a Memorandum of Understanding-Interconnection Service Agreement (MOU-ISA) for system interconnection, the Contractor/Subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COR.