



## **PERFORMANCE WORK STATEMENT (PWS)**

**DEPARTMENT OF VETERANS AFFAIRS  
Office of Information and Technology  
ITOPS Solution Delivery  
Southeast District 2**

**Local Exchange Carrier Services for the States of Alabama, Florida,  
Georgia, Illinois, Indiana, Kentucky, Michigan, North Carolina, Ohio,  
South Carolina, Tennessee, Virginia,**

**Date: 08/7/2017  
TAC-18-46190**

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## **1.0 BACKGROUND**

The mission of the Department of Veterans Affairs (VA), Office of Information and Technology (OI&T), 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.

The Department of Veterans Affairs (VA) Office of Information and Technology (OI&T), ITOPS, Solution Delivery, Southeast District 2 (SE D2) Telephone Procurement Business Office (TPBO), has the overall business and management responsibilities for all District 2 communication services (voice and data). The SE D2 TPBO is currently responsible for the management of communications operational expenses for forty-eight (48) major Medical Centers and their attached smaller satellite offices, as well as the Veterans Benefits Offices (VBA) and other VA entities throughout SE D2. The proposed contract will allow the D2 TPBO to centralize management of telephone services and accomplish its goal of reducing overall telecommunications expenses. This action aligns with Federal Government priority goals as well as goals to improve management across the Federal Government.

SE District 2 catchment area includes the states of Alabama (AL), Florida (FL), Georgia (GA), Illinois (IL), Indiana (IN), Kentucky (KY), Michigan (MI), North Carolina (NC), Ohio (OH), South Carolina (SC), Tennessee (TN) and Virginia (VA). The proposed contract will allow SE District 2 TPBO to centralize management of LEC services from Frontier Communications 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 (PWS), the Contractor shall comply with the following as applicable:

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. 5 U.S.C. § 552a, as amended, "The Privacy Act of 1974".
4. 42 U.S.C. § 2000d "Title VI of the Civil Rights Act of 1964".
5. VA Directive 6102, "Internet/Intranet Services," July 15, 2008.
6. 36 C.F.R. Part 1194 "Electronic and Information Technology Accessibility Standards," July 1, 2003.

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7. OMB Circular A-130, "Management of Federal Information Resources," November 28, 2000.
8. 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.
9. Homeland Security Presidential Directive (12) (HSPD-12), August 27, 2004.
10. VA Directive 6500, "Information Security Program," August 4, 2006.
11. VA Handbook 6500, "Information Security Program," September 18, 2007.
12. VA Handbook 6500.1, "Electronic Media Sanitization," March 22, 2010.
13. VA Handbook 6500.2, "Management of Security and Privacy Incidents," June 17, 2008.
14. VA Handbook 6500.6, "Contract Security," March 12, 2010.
15. Technical Reference Model (TRM) (reference at <http://www.va.gov/trm/>)
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. Project Management Accountability System (PMAS) portal (reference PWS References -Technical Library at <https://www.voa.va.gov/>)
21. OI&T ProPath Process Methodology (reference PWS References -Technical Library and ProPath Library links at <https://www.voa.va.gov/>) NOTE: In the event of a conflict, OI&T ProPath takes precedence over other processes or methodologies.
22. GAO-12-620R GAO's Work Related to the Interim Crosscutting Priority Goals under the GPRA Modernization Act, dated May 31, 2012.
23. 47 C.F.R. Part 64, Appendix A and B. Wireline telecommunications service priority system for national security and emergency preparedness

### **3.0 SCOPE OF WORK**

The Contractor shall provide LEC telecommunications voice and data services to VA ITOPS OI&T, Solution Delivery, Southeast District 2 sites located in the states of Alabama, Florida, Georgia, Indiana, Illinois, Kentucky, Michigan, North Carolina, Ohio, South Carolina, Tennessee and Virginia based on their Local Access and Transport Area (LATA) coverage. These sites include VA Medical Centers (VAMC), Veteran Outreach Centers, Community Based Outpatient Clinics (CBOCs) and other VA facilities in the SE D2 catchment area. The Contractor shall provide all labor, management, tools, material and equipment to perform all requirements. Services include but are not limited to POTS/business lines, primary rate interfaces (ISDN PRI), DSL (basic internet), Data T-1 circuits, Metro Ethernet data circuits, direct inward dialing, and features such as caller identification, 3-way calling, voicemail, call forwarding, call waiting, call blocking, hunting/rollover, caller redirect, 3rd party billing block, E911, PIC/LPIC changes, TSP and standard regulated tariff fees. Service

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requirements change often with the opening/closing of facilities therefore the VA will through either Moves Adds and Changes clin (for emergencies) or via a contract modification (significant additions) update the requirements to add new services. Disconnection of services will be completed via email from the CORs and contract modified quarterly or as needed.

- All Government accounts are Tax Exempt and shall be marked as such. If tax exempt forms are required, Contractor shall notify the CORs within 30 days of the award of this contract so forms can be completed and sent to Contractor.
- All matters governing this award (financial (invoicing, payments, etc.); site issues); shall be communicated to the primary Contracting Officer Representative (COR) in a timely manner, no longer than 60 days.
- All disconnect or discontinuations of service requests shall stop billing within 30 days of the VA original requested date. Contractor must acknowledge and/or confirm receipt of the request via email to the COR. The Contractor will be responsible for all charges incurred after 30 days from the acknowledged/ confirmed disconnect date.
- All VA accounts shall be identified as a Federal Government account and/or Medical Facility and shall not be subject to disconnection for any reason other than the Government requests that it be disconnected. If the Contractor disconnects the service otherwise, they will be liable for any injury or property damage directly related to the disconnect.
- Long-distance services shall be PICC/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 PICC/LPIC errors shall be the sole responsibility of the vendor to correct. There shall also be a 3<sup>rd</sup> party billing block on the lines.
- Contractor shall, in accordance with VA Financial Services Center requirements, utilize an approved Electronic Data Interchange (EDI) format to electronically submit invoices. Invoices shall be submitted on a monthly basis, in arrears of service dates for processing. If Contractor does not have EDI capability they shall utilize the VA provided alternate service called OB-10 through Tungsten. Contractor shall not let submission of invoices fall in arrears beyond a maximum period of 90 days.
- All invoices shall have the current assigned purchase order number reflected on them in order for the VA to process invoices for payment in accordance with the Prompt Payment Act. Invoices submitted with incorrect Purchase Order numbers

are subject to rejection for non-compliance. Contractor will have 1 billing cycle after they receive the new contract and purchase order to update their billing system to reflect the correct information. 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.

- Any and all expedite requests or any special service(s) which incurs an additional fee such as Expedite Fees must be approved by Region 3 Telecommunications Business Office staff only. Expedite and special services fees are only billable if it has taken place. In the case of Expedite requests this is measurable by completion in a shorter time than the original deliverable date, but not less than at least 7 days earlier.
- Contractor to provide the VA no less than twice a year (every 6 months) a current CSR or inventory for each account at NO COST to the VA. A semi-annual audit during the Period of Performance, of all billable services shall be conducted by the Contractor and results provided to the COR. (Note: wireless will require monthly inventories at no cost to the VA. With the same semi-annual audit being conducted)
- Contract will be modified based on the actual financial performance verses the cost estimate provided by the carrier throughout the life of this contract. The cost can and will fluctuate based on numerous factors such as Fees, Tariffs, additions and deletions of services. As such the dollar value of the contract will increase or decrease as well.
- Contractor shall fully review and vet the services and SDPs listed on this contract. Any anomalies shall be reported to the COR and CO within 60 days of discovery. Failure to do so will result in rejection of billing for accounts/services not listed on this contract. Subsequently, Contractor will be required to submit a claim for payment of said services. Once identified the VA will have 60-90 days to amend the contract to assume the responsibility.
- Contractors will be evaluated via CPARS on their contract performance. Contract performance to include, installation, communication, billing, repairs, etc. Evaluation will be conducted at the end of the POP. However, should serious issues arise they will be reported to the Contracting Officer for resolution.
- Contract is managed by the CO and TPBO COR and as such shall be the only authorized representatives that can request services to be added or disconnected to the contract, and only after confirmation from the Contracting Officer that the contract has been modified. Refer to item below for current list of TBO members.

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- For convenience of the Government in managing this contract, all members of the SE D2 TPBO shall be listed as COR's on this contract and subsequently on any/all accounts that this contract covers. All CORs will have full access to the accounts and Contractor shall update internal records to reflect this information. However, the designated Primary CORs will conduct the day to day operation of the contract. The intent of the Alternate members is for redundancy during significant increase in demand, absence, leave and illness.

LEC Prime – John Syme and Arlene Smith.

- Alternate CORs – Richard English, Gary Plumley, Regina Jefferson, Cari-Ann Masters and Guy Porter

## **4.0 PERFORMANCE DETAILS**

### **4.1 CONTRACT TYPE**

This is a Firm-Fixed Price (FFP) contract.

### **4.2 PERFORMANCE PERIOD**

The performance period for the contract shall consist of one 12-month base period and three 12-month option periods. The specific period of performance dates are as listed below:

Base Period:	October 1, 2017 through September 30, 2018
Option Period 1:	October 1, 2018 through September 30, 2019
Option Period 2:	October 1, 2019 through September 30, 2020
Option Period 3:	October 1, 2020 through September 30, 2021

Installation, maintenance, and disconnection of services shall take place between 8:00 AM to 4:30 PM (Local Time), 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 shall be completed after normal working hours unless the service is not currently functioning. If services will be negatively effected then Contractor must coordinate with the site POC and be performed after hours. Contractor must schedule all work, at a minimum of not less than 24 hours in advance with the local POC for any/all service calls except during emergency calls.

There are 10 Federal holidays set by law (USC Title 5 Section 6103) that VA follows:

Under current definitions, four are set by date:

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New Year's Day	January 1
Independence Day	July 4
Veterans Day	November 11
Christmas Day	December 25

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

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

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

#### **4.3 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 OI&T SE D2 catchment area in the states of Alabama (AL), Florida (FL), Georgia (GA), Illinois (IL), Indiana (IN), Kentucky (KY), Michigan (MI), North Carolina (NC), Ohio (OH), South Carolina (SC), Tennessee (TN) and Virginia (VA). This will also include any new facilities added within these states.

#### **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 PROGRESS REPORT**

The Contractor shall provide the COR with Weekly Progress Reports.

The Weekly Progress Reports shall cover all work completed during each reporting period and work planned for the subsequent period. The report shall be to the facility location level, shall identify all problems that arise, and shall describe how the problems will be resolved including any action needed by VA. 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 maintain communication



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with the Contracting Officer (CO) and COR's so that status of issues are transparent to both parties, which serves to minimize the need to escalate outstanding issues.

A. Indicate/Discuss:

1. Performance metrics
2. Transition Schedule
3. Critical items for Government review
4. Significant open issues, risk and mitigation action

B. General and Cumulative Performance. Indicate the following:

1. Any general meetings that occurred with Government representatives during the reporting period
2. Total dollars invoiced to date, by fiscal year, and since contract award
3. Any outstanding billing issues.

**Deliverable:**

- A. Weekly Progress Reports

### **5.1.2 SERVICE ORDER IMPLEMENTATION REPORT**

This Contractor shall prepare and submit a weekly Status Report in MS Excel format. This report shall convey the status of all open orders not completed as of contract inception. The content requirements are the same as in section 5.1.1 A and B.

## **5.2 MEETING REQUIREMENTS**

For successful management and contract surveillance, the following meetings and reviews are required.

### **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.

**Deliverable:**

- A. Kickoff Meeting Presentation

### **5.2.2 PROGRAM PROGRESS REVIEWS**

The Contractor shall conduct Program Progress Reviews (PPR) for Government personnel at a mutually agreeable facility (meeting can be virtual). The CO/CS or the

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COR will schedule the initial PPR. It is anticipated the first PPR will occur no later than 45 calendar days after date of contract award. Thereafter, PPRs shall occur weekly or bi-monthly, for the life of the contract. During each PPR, the Contractor shall present material that addresses:

1. Status of current services.
2. Status of TOs.
3. Activities determined to be of importance to VA, such as unanticipated problems.
4. Status of significant issues.
5. How issues are to be resolved by VA or Contractor.
6. New technologies that would benefit VA.

**Deliverable:**

- A. Program Progress Reviews

### **5.3 SITE INVENTORY (CUSTOMER SERVICE RECORDS)**

Initially Contractor shall fully review and vet the services and SDPs listed on this contract and report to COR full inventory. Any anomalies shall be reported to the COR and CO within 60 days of discovery. Site Inventory is required to be provided to the VA semi-annually at no charge to the VA.

**Deliverable:**

- A. Customer Service Records –
  - a. Initial contract award
  - b. semi-annually

### **5.4 RECURRING VOICE AND DATA SERVICES**

#### **5.4.1 SERVICE TYPES AND FEATURES**

The Government requires telephone service portability and that established telephone numbers be retained. The long-distance carrier for all voice services shall be Qwest Networx Primary inter-LATA Carrier (PIC/LPIC 0432). The Contractor shall continue providing the existing service types required for OI&T SE D2. The existing services and associated accounts shall be transitioned under this contract NLT 30 days after award of this contract.

Special Construction charges, infrastructure build-out charges, or other one-time charges for the establishment or increase of outside plant to a SDP demarcation point by the Contractor shall not be included in this contract. If needed, the Contractor shall furnish a separate quote for related build-out charges to the VA COR for evaluation and elevation to the responsible Agency VA CO.

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A Letter of Authorization (LOA) will be furnished by the VA COR to any non-incumbent Contractor, if necessary, to complete the TO.

The Contractor shall provide the following highlighted services and features:

#### **5.4.2 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. POTS/Business Line (B1) - which shall be bi-directional, single pair, 600 ohms circuit with call progress tones such as dial tone, ring back tone, and capable of dual tone multi-frequency (DTMF) dialing. The REN (Ringer Equivalency Number) for each line shall be no less than 1.0. The POTS service shall be loop start service unless defined as ground-start circuit. The service shall be billed via measured rate where available. (Service Required at all SDP's).  
QUANTITY = 183
2. PBX Trunks, ground start or loop start  
QUANTITY = 0 (THAT WE ARE AWARE OF)
3. T-1 DSS (Digital Switched Service) 24 channel w/ DID terminations.  
QUANTITY = 0 (THAT WE ARE AWARE OF)
4. Centrex services (where commercially available)  
QUANTITY = 10
5. Primary Rate Integrated Services Digital Network (ISDN) (PRI) service shall be delivered over T-1 format as 23B+D and N1 (National ISDN) unless specifically modified under the individual task order PRI (Primary Rate ISDN) service shall be delivered over T-1 format as 23B+D unless specifically modified under the individual task order.  
QUANTITY = 44
6. Direct Inward Dialing (DID) two way, inbound/outbound DID number blocks (block of 20).  
QUANTITY = 436
7. Digital Subscriber Lines (DSL) service either traditional or standalone
  - a. 1.5Mbps,
  - b. 3-7Mbps, QUANTITY = 2
  - c. 12-40Mbps
8. Hi-speed Internet 10mbps. QUANTITY = 2
9. Metro E Service metropolitan-area Ethernet, Ethernet MAN, or metro Ethernet network (MOE)
  - a. 10Mbps, QUANTITY = 2
  - b. 100Mbps, QUANTITY = 12

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c. 1Gbps. QUANTITY = 5

#### **5.4.3 Service 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. Features that are not commercially available need not be provided but their unavailability must be noted

1. Directory Listing Published and Non-Published, free of charge QUANTITY = 25
2. Call forwarding QUANTITY = 3
3. Call waiting QUANTITY = 2
4. Voice mail QUANTITY = 7
5. Caller identification (ID) (both POTS and PRI's)
  - a. POTS QUANTITY = 10
  - b. PRIs QUANTITY = 7
6. Call blocking 411 (directory service) and 900/976 or similar must be blocked (POTS) QUANTITY = 33
7. Hunting/Roll-over QUANTITY = 6
8. Telecommunications Service Priority (TSP) QUANTITY = 10
9. 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) QUANTITY = 2
10. Third Party Billing block QUANTITY = all accounts
11. Call return blocking QUANTITY – all accounts
12. Repeat dial blocking QUANTITY – all accounts
13. International Call Blocking QUANTITY – all accounts
14. E-911/PS-ALI (if requested)
15. Three Way Calling feature (POTS Line) QUANTITY = 3

#### **5.4.4 TELEPHONE SERVICE PORTABILITY**

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 5.5, Establishment of Services. The Government may choose to move either a portion or the entire existing service.

#### **5.4.5 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

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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.

#### **5.4.6 ETHERNET FEATURES**

The Contractor shall provide Ethernet services as a Virtual Private Network (VPN) that shall support Voice, Video, Real Time applications and data with Class of Service (CoS) and Quality of Services (QoS) feature for services operating at the Open Systems Interconnection (OSI) Layer 3 and Multiprotocol Label Switching (MPLS) services. Ethernet services operating at OSI Layer 2 shall support Real Time (RT), Guaranteed Data (GD) connections. This feature is not required at all facilities.

#### **5.4.7 THROUGHPUT**

Throughput is defined as the Bandwidth Rate (expressed in Megabits) that can effectively be used by the Government compared to the Bandwidth Rate delivered by the Contractor based on an Ethernet frame size of 1518 bytes. Throughput excludes Ethernet Frames that are not delivered due to factors unrelated to Contractor's Service. The Contractor shall confirm the throughput performance at the establishment of service also as defined in section 5.5.

Throughput is calculated as the usable Bandwidth Rate (expressed in Megabits) successfully (without any frame loss) transmitted over the Contractor's core network, divided by the Bandwidth Rate (also expressed in Megabits) delivered by the Contractor based on an Ethernet frame size of 1,518 bytes. The measurement domain is the Edge-to-Edge device (from Customer Premise Equipment (CPE) to CPE) within the Contractor Ethernet service.

Any circuit that does not comply with the SLA for throughput, the Contractor shall conform within thirty calendar days from time of trouble ticket.

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#### **5.4.8 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/all non-TSP services. The Contractor shall ensure that the Department of Veterans Affairs is listed as the customer of record.

#### **5.4.9 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).

### **5.5 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 and schedule via local Point of Contact (POC), to enter the Government facility for the purpose of installing, inspecting or repairing of the facilities, or upon termination of the service, for the purpose of removing Contractor facilities no less than 24 hours in advance. The Contractor shall notify the COR within one business day if access is not obtained.

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.

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### **5.5.1 TRANSITION PLAN**

The Contractor shall provide within 15 days of contract award a Transition Plan for coordinating and executing installation, testing and cutovers at the SDPs. Where the Contractor is the incumbent, a Transition Plan shall still be provided if the services require a change to or updating of accounts or records. The Transition Plan shall identify roles and responsibilities, estimated times, and any risk mitigation required to transition services in a seamless and timely manner. The Transition Plan shall include a back-out plan should it be required in order to maintain services at the facilities.

No transition or cutover shall take place until the VA COR approves the transition plan. Deviations from the VA approved Transition Plan shall be coordinated with the VA COR prior to any work being accomplished in the affected area.

#### **5.5.1.2 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.

The current accounts transitioning shall be rolled up into a Parent account with ability to be able to review account information by facility, state or category of service.

#### **Deliverable:**

- A. Transition Plan (if not the incumbent provider)

### **5.5.2 INVENTORY OF LINES AND CIRCUITS**

Upon completion of the transition, the Contractor shall complete an inventory of all their circuits under this contract. The inventory shall include the cable pair assignments, the local and long haul circuit ID, the Network Interface (NI) location,

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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 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

### **5.5.3 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) per location. The Contractor shall provide service that is based on technology that has component redundancy for switch gear as 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

### **5.5.4 ADDITION OF FACILITIES**

The scope of this effort is to provide telecommunications (voice/data) services for facilities in the SE D2 catchment area that Frontier services. The current list of facilities is set forth in. The addition of facilities shall only include new services to the demarcation point. Due to the size of SE District 2, leased facilities are always closing and opening or changing in size. These changes are due to changes in regional demographics and service levels. Furthermore, SE District 2 typically has 20 or more facility construction sites going on at a time. 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.

### **5.5.5 MOVES, ADDS, CHANGES, AND DELETES**

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. Only the VA CO or COR can make changes to the accounts or services, however the facility POC's shall maintain the ability to call in trouble reports.

The Government requires telephone service portability and that established telephone numbers be retained. Moves made under portability provisions are subject to facility



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availability and requirements in section 5.5 Establishment of Services. The Government may choose to move either a portion of or the entire existing service

### **5.5.6 INVENTORY REPORTING**

The Contractor shall provide account access by the 30<sup>th</sup> day after contract 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.

## **5.6 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.

### **5.6.1 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 designated 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.

#### **Deliverables:**

- A. Escalation Process Plan
- B. Customer Support Organization Chart

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## **5.6.2 MEAN TIME TO REPAIR (MTTR)**

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.

### **5.6.2.I 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. 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.

### **5.6.2.II 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.

### **5.6.2.III 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;

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2. During the installation period; and
3. Trouble beyond the demarcation point or Network Interface (NI) not caused by the Contractor.

### **5.6.3 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 shall notify the Government prior to the 60<sup>th</sup> 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.

### **5.6.4 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 (%) =  $(1 - (\text{Total minutes of Service Outage per month} / \text{Days in month} \times 24 \text{ hours} \times 60 \text{ minutes})) \times 100$ .

## **5.7 MAINTENANCE PERFORMANCE**

### **5.7.1 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.

### **5.7.2 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 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).

### **5.7.3 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.

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#### **5.7.4 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.

#### **5.7.5 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.

#### **5.7.6 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.

#### **5.7.7 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

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service request, repair, or maintenance is not considered complete until a VA Facility Telecommunications Manager confirms that the completion of service is acceptable.

## **5.8 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.

### **5.8.1 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
  - a.

### **5.8.2 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

### **5.8.3 CUSTOMER SERVICE RECORDS**

The Contractor shall provide Customer Service Records (CSRs) by the 45<sup>th</sup> 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.

## **5.9 ACCOUNT MANAGEMENT**

The Contractor shall provide VA access to a secure web-based portal account management system (if available) by the fifth day after contract award. The system

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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.

The system shall have the capability for VA to generate reports sufficient to do a current, complete, and accurate reconciliation of billing, for all individual Service Delivery Points (SPDs), for any monthly period inclusive of moves, adds, changes, and deletes (MACDs).

#### **5.9.1 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.

#### **5.9.2 PORTAL DATA AND REPORTING (if available)**

The Contractor shall provide all generally provided, commercially available data reports to VA through the portal. These reports, on demand through the portal, will be used by VA to manage the LEC Services Program. The report data shall be able to be aggregated by delivery service point, an itemized list of service types provided, CSRs, the price associated with each service, VA facility, region, and total contract. Specific data reporting elements will be used to reconcile billing for any monthly period inclusive of moves, adds, changes, and deletes (MACD). All data and reports shall be posted on the Contractor portal. Data shall be downloadable in MS Excel, Adobe PDF, or tab delimited American Standard Code for Information Interchange (ASCII) format. (For the purpose of this contract, Contracting Level and Enterprise Level are interchangeable terms.) All data must have the ability for EDI in a variety of formats, i.e., MS Word, MS Excel, tab delimited ASCII, comma-separated values (CSV), extensible markup language (XML), or other standard formats such as flat-files or text files. The following data access capabilities and reporting elements are required:

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- a. The Contractor shall provide VA designees, as assigned by the COR, with unlimited online (or web) access to reporting data as described above.
- b. The portal shall provide a report containing all users of the portal.
- c. Online (or web) access must be granted to all designated personnel on or before 30 days after contract award

### **5.9.3 CONTINUITY OF OPERATIONS PLAN (COOP)**

The Contractor shall provide a continuity of operations plan within 30 calendar days after award and shall update the plan as required to satisfy the needs of the Government. This shall include:

1. Identification of hazards pertaining to services offered
2. A vulnerability assessment to determine the effects of hazards
3. Sufficient levels of physical security required to protect against identified threats
4. Sufficient levels of information security required to protect against identified threats

#### **Deliverable:**

- A. Continuity of Operations Plan

## **6 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. Contract Technicians or sub-contractor technicians will require VA escorts in all VA facilities in accordance with Section 2.h(6) of VA Directive 0710. Contractor or sub-contractor personnel do not require a full background investigation.

#### **6.1.1 VA DIRECTIVE 0710 PERSONNEL SECURITY AND SUITABILITY PROGRAM**

Not applicable to this contract as Contractor will not have access to VA systems.

### **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

	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. Should service be out of commission for use by the VA the Contractor shall calculate the daily cost and credit the account accordingly for the periods of non-use.

#### **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) and Authority to Operate (ATO) for all systems/LAN's accessed while performing the tasks detailed in this PWS. For detailed Security and Privacy Requirements refer to 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 addendum 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 addendum A (as applicable)

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## **ADDENDUM A**

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

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.

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.

Training requirements: The Contractor will not have access to VA systems and therefore does not need to complete TMS training requirements. Contractors will be escorted at all times by a VA employee.

Contractor employees shall complete a VA Systems Access Agreement if they are provided access privileges as an authorized user of the computer system of VA.

### **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.

#### **A2.1. VA Internet and Intranet Standards:**

The Contractor shall adhere to and comply with VA Directive 6102 and VA Handbook 6102, Internet/Intranet Services, including applicable amendments and changes, if the Contractor's work includes managing, maintaining, establishing and presenting information on VA's Internet/Intranet Service Sites. This pertains, but is not limited to: creating announcements; collecting information; databases to be accessed, graphics and links to external sites.

Internet/Intranet Services Directive 6102 is posted at (copy and paste the following URL to browser): [http://www1.va.gov/vapubs/viewPublication.asp?Pub\\_ID=409&FTYPE=2](http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=409&FTYPE=2)

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Internet/Intranet Services Handbook 6102 is posted at (copy and paste following URL to browser): [http://www1.va.gov/vapubs/viewPublication.asp?Pub\\_ID=410&FType=2](http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=410&FType=2)

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

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:

- ☒ § 1194.21 Software applications and operating systems
- ☒ § 1194.22 Web-based intranet and internet information and applications
- ☒ § 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.

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#### **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.
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.
- b.
3. Contractor personnel recognize that in the performance of this effort, Contractor personnel may receive or have access to sensitive information, including information provided on a proprietary basis by carriers, equipment manufacturers and other private or public entities. Contractor personnel agree to safeguard such information and use the information exclusively in the performance of this contract. Contractor shall follow all VA rules and regulations regarding information security to prevent disclosure of sensitive information to unauthorized individuals or organizations as enumerated in this section and elsewhere in this Contract and its subparts and appendices.
  4. Contractor shall limit access to the minimum number of personnel necessary for contract performance for all information considered sensitive or proprietary in nature. If the Contractor is uncertain of the sensitivity of any information obtained during the performance this contract, the Contractor has a responsibility to ask the VA Contracting Officer.
  5. Contractor shall train all of their employees involved in the performance of this contract on their roles and responsibilities for proper handling and nondisclosure of sensitive VA or proprietary information. Contractor personnel shall not engage in any other action, venture or employment wherein sensitive information shall be used for the profit of any party other than those furnishing the information. The sensitive information transferred, generated, transmitted, or stored herein is for VA benefit and ownership alone.
  6. Contractor shall maintain physical security at all facilities housing the activities performed under this contract, including any Contractor facilities according to VA-approved guidelines and directives. The Contractor shall ensure that security procedures are defined and enforced to ensure all personnel who are provided access to patient data must comply with published procedures to protect the privacy and confidentiality of such information as required by VA.
  7. Contractor must adhere to the following:
    - a. The use of "thumb drives" or any other medium for transport of information is expressly prohibited.
    - b. Controlled access to system and security software and documentation.
    - c. Recording, monitoring, and control of passwords and privileges.

- d. All terminated personnel are denied physical and electronic access to all data, program listings, data processing equipment and systems.
  - e. VA, as well as any Contractor (or Subcontractor) systems used to support development, provide the capability to cancel immediately all access privileges and authorizations upon employee termination.
  - f. Contractor PM and VA PM are informed within twenty-four (24) hours of any employee termination.
  - g. Acquisition sensitive information shall be marked "Acquisition Sensitive" and shall be handled as "For Official Use Only (FOUO)".
  - h. Contractor does not require access to classified data.
  - 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.

## **ADDENDUM B**

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

#### **1. 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.

#### **2. 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, the Contractor/Subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the



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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 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.

### **3. 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 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

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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.

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 contracting officer 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

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with human immunodeficiency virus. If the Contractor/Subcontractor is in receipt of a court order or other requests for the above mentioned information, that Contractor/Subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.

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.

#### **4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT**

1. Information systems that are designed or developed for or on behalf of VA at non-VA facilities shall comply with all VA directives developed in accordance with FISMA, HIPAA, NIST, and related VA security and privacy control requirements for Federal information systems. This includes standards for the protection of electronic PHI, outlined in 45 C.F.R. Part 164, Subpart C, information and system security categorization level designations in accordance with FIPS 199 and FIPS 200 with implementation of all baseline security controls commensurate with the FIPS 199 system security categorization (reference Appendix D of VA Handbook 6500, *VA Information Security Program*). During the development cycle a Privacy Impact Assessment (PIA) must be completed, provided to the COR, and approved by the VA Privacy Service in accordance with Directive 6508, *VA Privacy Impact Assessment*.

2. The Contractor/Subcontractor shall certify to the COR that applications are fully functional and operate correctly as intended on systems using the VA Federal Desktop Core Configuration (FDCC), and the common security configuration guidelines provided by NIST or VA. This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista) and future versions, as required.

3. The standard installation, operation, maintenance, updating, and patching of software shall not alter the configuration settings from the VA approved and FDCC configuration. Information technology staff must also use the Windows Installer Service for installation to the default "program files" directory and silently install and uninstall.

4. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

5. The security controls must be designed, developed, approved by VA, and implemented in accordance with the provisions of VA security system development life cycle as outlined in NIST Special Publication 800-37, *Guide for Applying the Risk Management Framework to Federal Information Systems*, VA Handbook 6500,

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*Information Security Program and VA Handbook 6500.5, Incorporating Security and Privacy in System Development Lifecycle.*

6. The Contractor/Subcontractor is required to design, develop, or operate a System of Records Notice (SOR) on individuals to accomplish an agency function subject to the Privacy Act of 1974, (as amended), Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Privacy Act may involve the imposition of criminal and civil penalties.

7. The Contractor/Subcontractor agrees to:

a. Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies:

i. The Systems of Records (SOR); and

ii. The design, development, or operation work that the Contractor/Subcontractor is to perform;

b. Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a SOR on individuals that is subject to the Privacy Act; and

c. Include this Privacy Act clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a SOR

8. In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a SOR on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a SOR on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a SOR on individuals to accomplish an agency function, the Contractor/Subcontractor is considered to be an employee of the agency.

a. "Operation of a System of Records" means performance of any of the activities associated with maintaining the SOR, including the collection, use, maintenance, and dissemination of records.

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b. "Record" means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and contains the person's name, or identifying number, symbol, or any other identifying particular assigned to the individual, such as a fingerprint or voiceprint, or a photograph.

c. "System of Records" means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

9. The vendor shall ensure the security of all procured or developed systems and technologies, including their subcomponents (hereinafter referred to as "Systems"), throughout the life of this contract and any extension, warranty, or maintenance periods. This includes, but is not limited to workarounds, patches, hot fixes, upgrades, and any physical components (hereafter referred to as Security Fixes) which may be necessary to fix all security vulnerabilities published or known to the vendor anywhere in the Systems, including Operating Systems and firmware. The vendor shall ensure that Security Fixes shall not negatively impact the Systems.

10. The vendor shall notify VA within 24 hours of the discovery or disclosure of successful exploits of the vulnerability which can compromise the security of the Systems (including the confidentiality or integrity of its data and operations, or the availability of the system). Such issues shall be remediated as quickly as is practical, based upon the severity of the incident.

11. When the Security Fixes involve installing third party patches (such as Microsoft OS patches or Adobe Acrobat), the vendor will provide written notice to VA that the patch has been validated as not affecting the Systems within 10 working days. When the vendor is responsible for operations or maintenance of the Systems, they shall apply the Security Fixes based upon the severity of the incident.

12. All other vulnerabilities shall be remediated as specified in this paragraph in a timely manner based on risk, but within 60 days of discovery or disclosure. Exceptions to this paragraph (e.g. for the convenience of VA) shall only be granted with approval of the contracting officer and the VA Assistant Secretary for Office of Information and Technology.

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## **5. 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 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

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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.

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;

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- 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.

## **6. 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.
- 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



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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.

## **7. LIQUIDATED DAMAGES FOR DATA BREACH**

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

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

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

- 1) Nature of the event (loss, theft, unauthorized access);
- 2) Description of the event, including:

a) date of occurrence;

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

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- 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;
- 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.

## **8. 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

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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.

## **9. TRAINING**

- a. All Contractor employees and Subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:
  - 1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the *Contractor Rules of Behavior*, Appendix D relating to access to VA information and information systems;
  - 2) Successfully complete the *VA Privacy and Information Security Awareness and Rules of Behavior* training and annually complete required security training;
  - 3) Successfully complete *Privacy and HIPAA Training* if Contractor will have access to PHI;
  - 4) Successfully complete the appropriate VA privacy training and annually complete required privacy training; and
  - 5) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access
- b. The Contractor shall provide to the contracting officer and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.
- c. Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

The certification and accreditation (C&A) requirements do not apply and a Security Accreditation Package is not required.

ADDENDUM C: SERVICE DELIVERY POINT – QUANTITIES



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