



# **PERFORMANCE WORK STATEMENT (PWS) DEPARTMENT OF VETERANS AFFAIRS**

**Office of Information & Technology**

**James A. Haley Veterans Hospital (JAHVH)**

**CINDRR Virtual Infrastructure Support**

**Date: March 27, 2018**

**TAC- TAC-18-48593**

**PWS Version Number: 1**

## **1.0 BACKGROUND**

The Health Services Research & Development (HSR&D) Center of Innovation on Disability and Rehabilitation Research (CINDRR) at the James A. Haley Veterans Administration Hospital (JAHVH) in Tampa, Florida requires continuing technical support of the CINDRR Virtual Infrastructure (CINDRRVI) which provides advanced technologies to securely host a virtual environment in support of research initiatives. This gives researchers the ability to access research data along with the tools for reporting and analysis in a secure, virtual working environment. Resources available in the CINDRRVI include:

- Computing Infrastructure
- Shared Research Environment
- Secure and controlled access to data
- Tools for analysis and publication
- Remote access availability
- Database functionality

CINDRRVI is a VMware Server driver model and virtualization components. The virtualized environment allows cluster shared volume support and expanded processor and memory support for host systems. These hosts are to share storage resources providing failover, disaster recovery, as well as high performance to insure optimal operability for the CINDRRVI resources. CINDRRVI is designed to handle more than 100 concurrent users with more than 40 users at any given time.

The CINDRRVI is located at the VISN 8 Data Center which is collocated at the Orlando VAMC Lakemont Campus at 2500 S. Lakemont Dr, Orlando FL 32814. All hardware components and VMware Infrastructure Architecture layer are supported and maintained by VA Office of Information & Technology (OI&T) Enterprise Service Line (ESL).

## **2.0 APPLICABLE DOCUMENTS**

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

1. 44 U.S.C. § 3541, "Federal Information Security Management Act (FISMA) of 2002"
2. Federal Information Processing Standards (FIPS) Publication 140-2, "Security Requirements For Cryptographic Modules"
3. FIPS Pub 201-2, "Personal Identity Verification of Federal Employees and Contractors," August 2013
4. 10 U.S.C. § 2224, "Defense Information Assurance Program"
5. Carnegie Mellon Software Engineering Institute, Capability Maturity Model® Integration for Development (CMMI-DEV), Version 1.3 November 2010; and

- Carnegie Mellon Software Engineering Institute, Capability Maturity Model® Integration for Acquisition (CMMI-ACQ), Version 1.3 November 2010
6. 5 U.S.C. § 552a, as amended, "The Privacy Act of 1974"
  7. 42 U.S.C. § 2000d "Title VI of the Civil Rights Act of 1964"
  8. VA Directive 0710, "Personnel Security and Suitability Program," June 4, 2010, <http://www.va.gov/vapubs/>
  9. VA Handbook 0710, Personnel Security and Suitability Security Program, May 2, 2016, <http://www.va.gov/vapubs>
  10. VA Directive and Handbook 6102, "Internet/Intranet Services," July 15, 2008
  11. 36 C.F.R. Part 1194 "Electronic and Information Technology Accessibility Standards," July 1, 2003
  12. Office of Management and Budget (OMB) Circular A-130, "Managing Federal Information as a Strategic Resource," July 28, 2016
  13. 32 C.F.R. Part 199, "Civilian Health and Medical Program of the Uniformed Services (CHAMPUS)"
  14. An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule, October 2008
  15. Sections 504 and 508 of the Rehabilitation Act (29 U.S.C. § 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998
  16. Homeland Security Presidential Directive (12) (HSPD-12), August 27, 2004
  17. VA Directive 6500, "Managing Information Security Risk: VA Information Security Program," September 20, 2012
  18. VA Handbook 6500, "Risk Management Framework for VA Information Systems – Tier 3: VA Information Security Program," March 10, 2015
  19. VA Handbook 6500.1, "Electronic Media Sanitization," November 03, 2008
  20. VA Handbook 6500.2, "Management of Breaches Involving Sensitive Personal Information (SPI)," July 28, 2016
  21. VA Handbook 6500.3, "Assessment, Authorization, And Continuous Monitoring Of VA Information Systems," February 3, 2014
  22. VA Handbook 6500.5, "Incorporating Security and Privacy in System Development Lifecycle", March 22, 2010
  23. VA Handbook 6500.6, "Contract Security," March 12, 2010
  24. VA Handbook 6500.8, "Information System Contingency Planning", April 6, 2011
  25. OI&T ProPath Process Methodology (Transitioning to Process Asset Library (PAL) (reference process maps at <http://www.va.gov/PROPATH/Maps.asp> and templates at <http://www.va.gov/PROPATH/Templates.asp>
  26. One-VA Technical Reference Model (TRM) (reference at <http://www.va.gov/trm/TRMHomePage.aspx>)
  27. National Institute Standards and Technology (NIST) Special Publications (SP)
  28. VA Directive 6508, "Implementation of Privacy Threshold Analysis and Privacy Impact Assessment," October 15, 2014
  29. VA Handbook 6508.1, "Procedures for Privacy Threshold Analysis and Privacy Impact Assessment," July 30, 2015
  30. VA Directive 6300, Records and Information Management, February 26, 2009
  31. VA Handbook, 6300.1, Records Management Procedures, March 24, 2010
  32. OMB Memorandum, "Transition to IPv6", September 28, 2010

33. VA Directive 0735, Homeland Security Presidential Directive 12 (HSPD-12) Program, October 26, 2015
34. VA Handbook 0735, Homeland Security Presidential Directive 12 (HSPD-12) Program, March 24, 2014
35. OMB Memorandum M-06-18, Acquisition of Products and Services for Implementation of HSPD-12, June 30, 2006
36. OMB Memorandum 05-24, Implementation of Homeland Security Presidential Directive (HSPD) 12 – Policy for a Common Identification Standard for Federal Employees and Contractors, August 5, 2005
37. OMB memorandum M-11-11, “Continued Implementation of Homeland Security Presidential Directive (HSPD) 12 – Policy for a Common Identification Standard for Federal Employees and Contractors, February 3, 2011
38. OMB Memorandum, Guidance for Homeland Security Presidential Directive (HSPD) 12 Implementation, May 23, 2008
39. Federal Identity, Credential, and Access Management (FICAM) Roadmap and Implementation Guidance, December 2, 2011
40. NIST SP 800-116, A Recommendation for the Use of Personal Identity Verification (PIV) Credentials in Physical Access Control Systems, November 20, 2008
41. OMB Memorandum M-07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information, May 22, 2007
42. NIST SP 800-63-2, Electronic Authentication Guideline, August 2013
43. NIST SP 800-157, Guidelines for Derived PIV Credentials, December 2014
44. NIST SP 800-164, Guidelines on Hardware-Rooted Security in Mobile Devices (Draft), October 2012
45. Draft National Institute of Standards and Technology Interagency Report (NISTIR) 7981 Mobile, PIV, and Authentication, March 2014
46. VA Memorandum, VAIQ #7100147, Continued Implementation of Homeland Security Presidential Directive 12 (HSPD-12), April 29, 2011  
(reference <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=514>)
47. VA Memorandum, VAIQ # 7011145, VA Identity Management Policy, June 28, 2010 (reference Enterprise Architecture Section, PIV/IAM  
(reference <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=514>)
48. IAM Identity Management Business Requirements Guidance document, May 2013, (reference Enterprise Architecture Section, PIV/IAM  
(reference <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=514>)
49. Trusted Internet Connections (TIC) Reference Architecture Document, Version 2.0, Federal Interagency Technical Reference Architectures, Department of Homeland Security, October 1, 2013, [https://s3.amazonaws.com/sitesusa/wp-content/uploads/sites/482/2015/04/TIC\\_Ref\\_Arch\\_v2-0\\_2013.pdf](https://s3.amazonaws.com/sitesusa/wp-content/uploads/sites/482/2015/04/TIC_Ref_Arch_v2-0_2013.pdf)
50. OMB Memorandum M-08-05, “Implementation of Trusted Internet Connections (TIC), November 20, 2007
51. OMB Memorandum M-08-23, Securing the Federal Government’s Domain Name System Infrastructure, August 22, 2008
52. VA Memorandum, VAIQ #7497987, Compliance – Electronic Product Environmental Assessment Tool (EPEAT) – IT Electronic Equipment, August 11,

2014 (reference Document Libraries, EPEAT/Green Purchasing Section, <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=552>)

53. Sections 524 and 525 of the Energy Independence and Security Act of 2007, (Public Law 110–140), December 19, 2007

54. Section 104 of the Energy Policy Act of 2005, (Public Law 109–58), August 8, 2005

55. Executive Order 13693, “Planning for Federal Sustainability in the Next Decade”, dated March 19, 2015

56. Executive Order 13221, “Energy-Efficient Standby Power Devices,” August 2, 2001

57. VA Directive 0058, “VA Green Purchasing Program”, July 19, 2013

58. VA Handbook 0058, “VA Green Purchasing Program”, July 19, 2013

59. Office of Information Security (OIS) VAIQ #7424808 Memorandum, “Remote Access”, January 15, 2014, <https://www.voa.va.gov/DocumentListPublic.aspx?NodeID=28>

60. Clinger-Cohen Act of 1996, 40 U.S.C. §11101 and §11103

61. VA Memorandum, “Implementation of Federal Personal Identity Verification (PIV) Credentials for Federal and Contractor Access to VA IT Systems”, (VAIQ# 7614373) July 9, 2015, <https://www.voa.va.gov/DocumentListPublic.aspx?NodeID=28>

62. VA Memorandum “Mandatory Use of PIV Multifactor Authentication to VA Information System” (VAIQ# 7613595), June 30, 2015, <https://www.voa.va.gov/DocumentListPublic.aspx?NodeID=28>

63. VA Memorandum “Mandatory Use of PIV Multifactor Authentication for Users with Elevated Privileges” (VAIQ# 7613597), June 30, 2015; <https://www.voa.va.gov/DocumentListPublic.aspx?NodeID=28>

64. “Veteran Focused Integration Process (VIP) Guide 1.0”, December, 2015, <https://www.voa.va.gov/DocumentView.aspx?DocumentID=4371>

65. “VIP Release Process Guide”, Version 1.4, May 2016, <https://www.voa.va.gov/DocumentView.aspx?DocumentID=4411>

66. “POLARIS User Guide”, Version 1.2, February 2016, <https://www.voa.va.gov/DocumentView.aspx?DocumentID=4412>

### **3.0 SCOPE OF WORK**

The Contractor shall provide day-to-day operation and support of secure-client connectivity to the CINDRRVI, a virtual data center composed of eight virtual servers in a Windows environment. The current CINDRRVI configuration consists of a Microsoft (MS) file server, a Statistical Analysis System (SAS) terminal server, a MS Internet Information Services (IIS) web server, a MS Structured Query Language (SQL) database server and four MS application servers. Three of these servers are also configured for remote access via the Veteran Health Administration (VHA) Citrix Access Gateway (CAG). The MS SQL database server houses the VHA Traumatic Brain Injury (TBI) Model Systems, the VHA TBI Registry, and the CINDRR Grants and Accounts Management System GAAMS databases all of which contain de-identified sensitive data. Additional databases may be added as needed within CINDRR research scope. The Contractor shall perform CINDRRVI MS Windows network administration support

and MS Windows SQL database administration. The Contractor does not install new physical servers nor create virtual servers.

## **4.0 PERFORMANCE DETAILS**

### **4.1 PERFORMANCE PERIOD**

The period of performance (POP) shall be 12 months from date of award, with 4 options for 12 months each. Any work at the Government site shall not take place on Federal holidays or weekends unless directed by the Contracting Officer (CO).

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

Under current definitions, four are set by date:

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

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

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

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

### **4.2 PLACE OF PERFORMANCE**

The Contractor may perform tasks under this PWS at Contractor facility (Offsite) or alternatively at CINDRR offices located 8900 Grand Oak Circle, Tampa, FL. 33637 except for local ad-hoc CINDRR planning meetings. The Contractor shall be required to attend ad-hoc (no more than four annual) CINDRR planning meetings with CINDRRVI project manager and other CINDRR staff to provide information technology expertise and guidance in respect to current and future research studies and projects. Planning meetings throughout the PoP are to take place at CINDRR offices located 8900 Grand Oak Circle, Tampa FL. 33637 or other designated VA facility in the Tampa Bay Metropolitan Statistical Area.

## **5.0 SPECIFIC TASKS AND DELIVERABLES**

The Contractor shall perform the following:

### **5.1 NETWORK SUPPORT**

The Contractor shall provide CINDRRVI network support. The Government estimates requiring approximately eight total network support actions monthly.

The Contractor shall perform the network support actions from the following:

- a. Provide application support to include the installation and configuration of applications required by CINDRR in completion of research projects scope.
- b. Apply OI&T approved software patches/fixes and security updates for all virtual servers
- c. Coordinate with VA OI&T ESL to restore backups. Historically the need to restore backups occurs once quarterly.
- d. Ensure that the CINDRRVI is managed and operated within the VA 6500 Information Security Handbook.
- e. Provide elevated access requests related to the CINDRRVI.
- f. Provide responses to OI&T, on request, for adhoc (approximately every two months) Data Calls. Data Calls is a term used within OI&T that calls for a specified action to be performed, generally, in a timely manner
- g. Provide on-call maintenance support for off-hours as needed to patch and maintain software and to resolve critical issues. A critical issue is when three or more virtual servers are offline at a time. The Contractor shall respond to critical issues within four hours and non-critical issues within two business days. The Contractor shall provide problem resolution support when critical and non-critical issues occur, which can occur during off-hours, and on weekends and holidays. Historically, critical issues have occurred two times annually and are included in the eight monthly network support actions.

### **5.2 MS WINDOWS SQL DATABASE ADMINISTRATION**

The Contractor shall perform technical and administrative services necessary to maintain a working SQL database and web interface application to include troubleshooting and fix, daily backups, user login and password creation.

The Contractor shall provide the following database administration services:

- a. Provide technical support to enable database use, approximately one time per month, to the VHA TBI Model Systems, the VHA TBI Registry, and CINDRR GAAMS databases

- b. Provide database maintenance of SQL databases. Database maintenance activities shall include adding new user accounts and removing old user accounts. Inquiries shall come directly from the CINDRRVI Project Manager and are estimated at approximately 12 inquiries per year.
- c. Spot check database backups and restore database backups. Historically the need to restore database backups occurs once quarterly.
- d. Ensure that the database recovers from errors such as data entry errors, hardware or software failures, and virus or bug problems.

## **6.0 GENERAL REQUIREMENTS**

### **6.1 ENTERPRISE AND IT FRAMEWORK**

The Contractor shall support the VA enterprise management framework. In association with the framework, the Contractor shall comply with OI&T Technical Reference Model (One-VA TRM). One-VA TRM is one component within the overall Enterprise Architecture (EA) that establishes a common vocabulary and structure for describing the information technology used to develop, operate, and maintain enterprise applications. One-VA TRM includes the Standards Profile and Product List that collectively serves as a VA technology roadmap. Architecture, Strategy, and Design (ASD) has overall responsibility for the One-VA TRM.

(The below paragraph contains the requirement that all Contractor Solutions must support PIV enabled authentication at a Level of Assurance of 4, e.g. LOA-4. If the requiring activity has identified through their ISO and/or OIS that their specific requirement in this PWS can be at a lower LOA, then the requiring activity must change the last sentence of the below paragraph to indicate the required LOA for their specific effort. For information regarding LOA levels, see OMB Memo M04-04, Section 2.0, at <https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/omb/memoranda/fy04/m04-04.pdf>. Any questions on LOA level should be addressed to OIS or your ISO.)

The Contractor shall ensure Commercial Off-The-Shelf (COTS) product(s), software configuration and customization, and/or new software are PIV-enabled by accepting HSPD-12 PIV credentials using VA Enterprise Technical Architecture (ETA), [http://www.ea.oit.va.gov/VA\\_EA/VAEA\\_TechnicalArchitecture.asp](http://www.ea.oit.va.gov/VA_EA/VAEA_TechnicalArchitecture.asp), and VA Identity and Access Management (IAM) approved enterprise design and integration patterns, [http://www.techstrategies.oit.va.gov/enterprise\\_dp.asp](http://www.techstrategies.oit.va.gov/enterprise_dp.asp). The Contractor shall ensure all Contractor delivered applications and systems are compliant with VA Identity Management Policy (VAIQ# 7011145), Continued Implementation of Homeland Security Presidential Directive 12 (VAIQ#7100147), and VA IAM enterprise identity management requirements (IAM Identity Management Business Requirements Guidance document), located at <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=514>. The Contractor shall ensure all Contractor delivered applications and systems provide user authentication services compliant with NIST Special Publication 800-63, VA Handbook 6500 Appendix F, "VA System Security Controls", and VA IAM enterprise requirements



for direct, assertion based authentication, and/or trust based authentication, as determined by the design and integration patterns. Direct authentication at a minimum must include Public Key Infrastructure (PKI) based authentication supportive of Personal Identity Verification (PIV) and/or Common Access Card (CAC), as determined by the business need. Assertion based authentication must include a SAML implementation. Additional assertion implementations, besides the required SAML assertion, may be provided as long as they are compliant with NIST 800-63 guidelines. Trust based authentication must include authentication/account binding based on trusted HTTP headers. The Contractor solution shall conform to the specific Identity and Access Management PIV requirements set forth in OMB Memoranda M-04-04, M-05-24, M-11-11, as well as the National Institute of Standards and Technology (NIST) Federal Information Processing Standard (FIPS) 201-2, and supporting NIST Special Publications. OMB Memoranda M-04-04, M-05-24, and M-11-11 can be found at: <https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/omb/memoranda/fy04/m04-04.pdf>, <https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/omb/memoranda/fy2005/m05-24.pdf>, and <https://obamawhitehouse.archives.gov/sites/default/files/omb/memoranda/2011/m11-11.pdf> respectively. The identity authentication Level of Assurance (LOA) requirement for this specific effort is LOA-4.

(Section 6.1, paragraph 3, below contains the requirement that all Contractor Solutions must support Internet Protocol Version 6 (IPv6)). If the requiring activity has obtained a signed waiver from the VA OI&T CIO office that the IPv6 requirement cannot be met due to patient safety, patient care, or other exception, then the following language (“A signed waiver has been obtained from the VA OI&T CIO Office that the IPv6 requirement cannot be met, and as a result, IPv6 is not a requirement for this effort.”), or similar, must replace the IPv6 paragraph below. A sample Waiver form can be found within the following VA memorandum, <https://www.voa.va.gov/DocumentView.aspx?DocumentID=4717>.)

The Contractor solution shall support the latest Internet Protocol Version 6 (IPv6) based upon the directives issued by the Office of Management and Budget (OMB) on August 2, 2005 (<https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/omb/memoranda/fy2005/m05-22.pdf>) and September 28, 2010 (<https://cio.gov/wp-content/uploads/downloads/2012/09/Transition-to-IPv6.pdf>). IPv6 technology, in accordance with the USGv6 Profile (NIST Special Publication (SP) 500-267 (<http://www-x.antd.nist.gov/usgv6/index.html>), the Technical Infrastructure for USGv6 Adoption (<http://www.nist.gov/itl/antd/usgv6.cfm>), and the NIST SP 800 series applicable compliance (<http://csrc.nist.gov/publications/PubsSPs.html>) shall be included in all IT infrastructures, application designs, application development, operational systems and sub-systems, and their integration. In addition to the above requirements, all devices shall support native IPv6 and/or dual stack IPv6 IPv4 connectivity without additional memory or other resources being provided by the Government, so that they can function in a mixed environment. All public/external facing servers and services (e.g.

web, email, DNS, ISP services, etc.) shall support native IPv6 and/or dual stack IPv6 IPv4 users and all internal infrastructure and applications shall communicate using native IPv6 and/or dual stack IPv6 IPv4 operations. Guidance and support of improved methodologies which ensure interoperability with legacy protocol and services in dual stack solutions, in addition to OMB/VA memoranda, can be found at: <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=282>.

The Contractor solution shall meet the requirements outlined in Office of Management and Budget Memorandum M08-05 mandating Trusted Internet Connections (TIC) (<https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/omb/memoranda/fy2008/m08-05.pdf>), M08-23 mandating Domain Name System Security (NSSEC) (<https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/omb/memoranda/fy2008/m08-23.pdf>), and shall comply with the Trusted Internet Connections (TIC) Reference Architecture Document, Version 2.0 [https://s3.amazonaws.com/sitesusa/wp-content/uploads/sites/482/2015/04/TIC\\_Ref\\_Arch\\_v2-0\\_2013.pdf](https://s3.amazonaws.com/sitesusa/wp-content/uploads/sites/482/2015/04/TIC_Ref_Arch_v2-0_2013.pdf).

The Contractor IT end user solution that is developed for use on standard VA computers shall be compatible with and be supported on the standard VA operating system, currently Windows 7 (64bit), Internet Explorer 11 and Microsoft Office 2010. In preparation for the future VA standard configuration update, end user solutions shall also be compatible with Office 2013 and Windows 8.1. However, Office 2013 and Windows 8.1 are not the VA standard yet and are currently not approved for use on the VA Network, but are in-process for future approval by OI&T. Upon the release approval of Office 2013 and Windows 8.1 individually as the VA standard, Office 2013 and Windows 8.1 will supersede Office 2010 and Windows 7 respectively. Applications delivered to the VA and intended to be deployed to Windows 7 workstations shall be delivered as a signed .msi package and updates shall be delivered in signed .msp file formats for easy deployment using System Center Configuration Manager (SCCM) VA's current desktop application deployment tool. Signing of the software code shall be through a vendor provided certificate that is trusted by the VA using a code signing authority such as Verizon/Cybertrust or Symantec/VeriSign. The Contractor shall also ensure and certify that their solution functions as expected when used from a standard VA computer, with non-admin, standard user rights that have been configured using the United States Government Configuration Baseline (USGCB) specific to the particular client operating system being used.

The Contractor shall support VA efforts IAW the Veteran Focused Integration Process (VIP). VIP is a Lean-Agile framework that services the interest of Veterans through the efficient streamlining of activities that occur within the enterprise. The VIP Guide can be found at <https://www.voa.va.gov/DocumentView.aspx?DocumentID=4371>. The VIP framework creates an environment delivering more frequent releases through a deeper application of Agile practices. In parallel with a single integrated release process, VIP will increase cross-organizational and business stakeholder engagement, provide greater visibility into projects, increase Agile adoption and institute a predictive delivery cadence. VIP is now the single authoritative process that IT projects must follow to ensure development and delivery of IT products

The Contractor shall utilize ProPath (PAL), the OI&T-wide process management tool that assists in the execution of an IT project (including adherence to VIP standards). PAL serves as an authoritative and informative repository of searchable processes, activities or tasks, roles, artifacts, tools and applicable standards or guides to assist project teams in facilitating their VIP compliant work.

#### 6.1.1 POSITION/TASK RISK DESIGNATION LEVEL(S)

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

##### Position Sensitivity and Background Investigation Requirements by Task

Task Number	Tier1 / Low Risk	Tier 2 / Moderate Risk	Tier 4 / High Risk
5.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

#### 6.1.2 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

##### Contractor Responsibilities:

- a. The contractor shall bear the expense of obtaining background investigations. If the investigation is conducted by the Office of Personnel Management (OPM), the contractor shall reimburse the VA within 30 days.

The web site which provides information on the cost of the security investigation is:

[www.opm.gov/extra/investigate](http://www.opm.gov/extra/investigate) – Select Federal Investigations Notices (FIN 01-01)

- b. The Contractor shall prescreen all personnel requiring access to the computer systems to ensure they maintain the appropriate Background Investigation, and are able to read, write, speak and understand the English language.
- c. Within 3 business days after award, the Contractor shall provide a roster of Contractor and Subcontractor employees to the COR to begin their background investigations in accordance with the ProPath (PAL) template. The Contractor Staff Roster shall contain the Contractor's Full Name, Date of Birth, Place of Birth, individual background investigation level requirement

- (based upon Section 6.2 Tasks), etc. The Contractor shall submit full Social Security Numbers either within the Contractor Staff Roster or under separate cover to the COR. The Contractor Staff Roster shall be updated and provided to VA within 1 day of any changes in employee status, training certification completion status, Background Investigation level status, additions/removal of employees, etc. throughout the Period of Performance. The Contractor Staff Roster shall remain a historical document indicating all past information and the Contractor shall indicate in the Comment field, employees no longer supporting this contract. The preferred method to send the Contractor Staff Roster or Social Security Number is by encrypted e-mail. If unable to send encrypted e-mail, other methods which comply with FIPS 140-2 are to encrypt the file, use a secure fax, or use a traceable mail service.
- d. The Contractor should coordinate with the location of the nearest VA fingerprinting office through the COR. Only electronic fingerprints are authorized. The Contractor shall bring their completed Security and Investigations Center (SIC) Fingerprint request form with them (see paragraph d.4. below) when getting fingerprints taken.
  - e. The Contractor shall ensure the following required forms are submitted to the COR within 5 days after contract award:
    - 1) Optional Form 306
    - 2) Self-Certification of Continuous Service
    - 3) VA Form 0710
    - 4) Completed SIC Fingerprint Request Form
  - f. The Contractor personnel shall submit all required information related to their background investigations (completion of the investigation documents (SF85, SF85P, or SF 86) utilizing the Office of Personnel Management's (OPM) Electronic Questionnaire for Investigations Processing (e-QIP) after receiving an email notification from the Security and Investigation Center (SIC).
  - g. The Contractor employee shall certify and release the e-QIP document, print and sign the signature pages, and send them encrypted to the COR for electronic submission to the SIC. These documents shall be submitted to the COR within 3 business days of receipt of the e-QIP notification email. (Note: OPM is moving towards a "click to sign" process. If click to sign is used, the Contractor employee should notify the COR within 3 business days that documents were signed via e-QIP).
  - h. The Contractor shall be responsible for the actions of all personnel provided to work for VA under this contract. In the event that damages arise from work performed by Contractor provided personnel, under the auspices of this contract, the Contractor shall be responsible for all resources necessary to remedy the incident.
  - i. A Contractor may be granted unescorted access to VA facilities and/or access to VA Information Technology resources (network and/or protected data) with a favorably adjudicated Special Agreement Check (SAC), completed training delineated in VA Handbook 6500.6 (Appendix C, Section 9), signed "Contractor Rules of Behavior", and with a valid, operational PIV credential for PIV-only logical access to VA's network. A PIV card credential

can be issued once your SAC has been favorably adjudicated and your background investigation has been scheduled by OPM. However, the Contractor will be responsible for the actions of the Contractor personnel they provide to perform work for VA. The investigative history for Contractor personnel working under this contract must be maintained in the database of OPM.

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

**Deliverable:**

- A. Contractor Staff Roster

## **6.2 METHOD AND DISTRIBUTION OF DELIVERABLES**

The Contractor shall deliver documentation in electronic format, unless otherwise directed in Section B of the solicitation/contract. Acceptable electronic media include: MS Word 2007/2010/2016, MS Excel 2007/2010/2016, MS PowerPoint 2007/2010/2016, MS Project 2007/2010/2016, MS Access 2007/2010/2016, MS Visio 2003/2007/2010/2016, AutoCAD 2007/2010/2016, and Adobe Postscript Data Format (PDF).

### 6.3 PERFORMANCE METRICS

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

<b>Performance Objective</b>	<b>Performance Standard</b>	<b>Acceptable Levels of Performance</b>
A. Technical / Quality of Product or Service	<ol style="list-style-type: none"><li>1. Demonstrates understanding of requirements</li><li>2. Efficient and effective in meeting requirements</li><li>3. Meets technical needs and mission requirements</li><li>4. Provides quality services/products</li></ol>	Satisfactory or higher
B. Project Milestones and Schedule	<ol style="list-style-type: none"><li>1. Established milestones and project dates are met</li><li>2. Products completed, reviewed, delivered in accordance with the established schedule</li><li>3. Notifies customer in advance of potential problems</li></ol>	Satisfactory or higher
C. Staffing	<ol style="list-style-type: none"><li>1. Currency of expertise and staffing levels appropriate</li><li>2. Personnel possess necessary knowledge, skills and abilities to perform tasks</li></ol>	Satisfactory or higher
D. Management	<ol style="list-style-type: none"><li>1. Integration and coordination of all activities to execute effort</li></ol>	Satisfactory or higher

The COR 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 level of performance. The Government reserves the right to alter or change the surveillance methods in the QASP at its own discretion. A Performance Based Service Assessment will be used by the COR in accordance with the QASP to assess Contractor performance.

### 6.4 FACILITY/RESOURCE PROVISIONS

The Government will provide office space, telephone service and system access when authorized contract staff work at a Government location as required in order to

accomplish the Tasks associated with this PWS. All procedural guides, reference materials, and program documentation for the project and other Government applications will also be provided on an as-needed basis.

The Contractor shall request other Government documentation deemed pertinent to the work accomplishment directly from the Government officials with whom the Contractor has contact. The Contractor shall consider the COR as the final source for needed Government documentation when the Contractor fails to secure the documents by other means. The Contractor is expected to use common knowledge and resourcefulness in securing all other reference materials, standard industry publications, and related materials that are pertinent to the work.

VA may provide remote access to VA specific systems/network in accordance with VA Handbook 6500, which requires the use of a VA approved method to connect external equipment/systems to VA's network. Citrix Access Gateway (CAG) is the current and only VA approved method for remote access users when using or manipulating VA information for official VA Business. VA permits CAG remote access through approved Personally Owned Equipment (POE) and Other Equipment (OE) provided the equipment meets all applicable 6500 Handbook requirements for POE/OE. All of the security controls required for Government furnished equipment (GFE) must be utilized in approved POE or OE. The Contractor shall provide proof to the COR for review and approval that their POE or OE meets the VA Handbook 6500 requirements and VA Handbook 6500.6 Appendix C, herein incorporated as Addendum B, before use. CAG authorized users shall not be permitted to copy, print or save any VA information accessed via CAG at any time. VA prohibits remote access to VA's network from non-North Atlantic Treaty Organization (NATO) countries. The exception to this are countries where VA has approved operations established (e.g. Philippines and South Korea). Exceptions are determined by the COR in coordination with the Information Security Officer (ISO) and Privacy Officer (PO).

This remote access may provide access to VA specific software such as Veterans Health Information System and Technology Architecture (VistA), ClearQuest, ProPath (PAL), Primavera, and Remedy, including appropriate seat management and user licenses, depending upon the level of access granted. The Contractor shall utilize government-provided software development and test accounts, document and requirements repositories, etc. as required for the development, storage, maintenance and delivery of products within the scope of this effort. 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 VA Handbook 6500, local security field office System Security Plans (SSP's) and Authority to Operate (ATO)'s for all systems/LAN's accessed while performing the tasks detailed in this PWS. The Contractor shall ensure all work is performed in countries deemed not to pose a significant security risk. For detailed Security and Privacy Requirements (additional requirements of the contract consolidated into an addendum for easy reference) refer to ADDENDUM A – ADDITIONAL VA REQUIREMENTS, CONSOLIDATED and

## ADDENDUM B - VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE.

### **6.5 GOVERNMENT FURNISHED PROPERTY**

The Government has determined that remote access solutions involving Citrix Access Gateway (CAG) have proven to be an unsatisfactory access method to complete the tasks on this specific contract. The Government also understands that GFE is limited to Contractors requiring direct access to the network to: access development environments; install, configure and run TRM-approved software and tools (e.g., Oracle, Fortify, Eclipse, SoapUI, WebLogic, LoadRunner, etc.); upload/download/ manipulate code, run scripts, apply patches, etc.; configure and change system settings; check logs, troubleshoot/debug, and test/QA.

Based on the Government assessment of remote access solutions and the requirements of this contract, the Government estimates that the following GFE will be required by this contract:

1. **2** standard laptops

The Government will not provide IT accessories including but not limited to Mobile Wi-Fi hotspots/wireless access points, additional or specialized keyboards or mice, laptop bags, extra charging cables, extra PIV readers, peripheral devices, additional RAM, etc. The Contractor is responsible for providing these types of IT accessories in support of the contract as necessary and any VA installation required for these IT accessories shall be coordinated with the COR.



## **ADDENDUM A – ADDITIONAL VA REQUIREMENTS, CONSOLIDATED**

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

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

Contractor supplied equipment, PCs of all types, equipment with hard drives, etc. for contract services must meet all security requirements that apply to Government Furnished Equipment (GFE) and Government Owned Equipment (GOE). Security Requirements include: a) VA Approved Encryption Software must be installed on all laptops or mobile devices before placed into operation, b) Bluetooth equipped devices are prohibited within VA; Bluetooth must be permanently disabled or removed from the device, unless the connection uses FIPS 140-2 (or its successor) validated encryption, c) VA approved anti-virus and firewall software, d) Equipment must meet all VA sanitization requirements and procedures before disposal. The COR, CO, the PM, and the Information Security Officer (ISO) must be notified and verify all security requirements have been adhered to.

Each documented initiative under this contract incorporates 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 shall complete all mandatory training courses on the current VA training site, the VA Talent Management System (TMS), and will be tracked therein. The TMS may be accessed at <https://www.tms.va.gov>. If you do not have a TMS profile, go to <https://www.tms.va.gov> and click on the "Create New User" link on the TMS to gain access.

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). 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)

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.

#### **A3.1. 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: <https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards/section-508-standards> and <http://www.section508.gov/content/learn/standards>. 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

### **A3.2. Equivalent Facilitation**

Alternatively, offerors may propose products and services that provide equivalent facilitation, pursuant to Section 508, subpart A, §1194.5. Such offerors will be considered to have provided equivalent facilitation when the proposed deliverables result in substantially equivalent or greater access to and use of information for those with disabilities.

### **A3.3. Compatibility with Assistive Technology**

The Section 508 standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device. Section 508 requires that the EIT be compatible with such software and devices so that EIT can be accessible to and usable by individuals using assistive technology, including but not limited to screen readers, screen magnifiers, and speech recognition software.

### **A3.4. Acceptance and Acceptance Testing**

Deliverables resulting from this solicitation will be accepted based in part on satisfaction of the identified Section 508 standards' requirements for accessibility and must include final test results demonstrating Section 508 compliance.

Deliverables should meet applicable accessibility requirements and should not adversely affect accessibility features of existing EIT technologies. The Government reserves the right to independently test for Section 508 Compliance before delivery. The Contractor shall be able to demonstrate Section 508 Compliance upon delivery.

Automated test tools and manual techniques are used in the VA Section 508 compliance assessment. Additional information concerning tools and resources can be found at <http://www.section508.va.gov/section508/Resources.asp>.

**Deliverables:**

- A. Final Section 508 Compliance Test Results

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

**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 will have access to some privileged and confidential materials of VA. These printed and electronic documents are for internal use only, are not to be copied or released without permission, and remain the sole property of VA. Some of these materials are protected by the Privacy Act of 1974 (revised by PL 93-5791) and Title 38. Unauthorized disclosure of Privacy Act or Title 38 covered materials is a criminal offense.
2. The VA CO will be the sole authorized official to release in writing, any data, draft deliverables, final deliverables, or any other written or printed materials

pertaining to this contract. The Contractor shall release no information. Any request for information relating to this contract presented to the Contractor shall be submitted to the VA CO for response.

3. Contractor personnel recognize that in the performance of this effort, Contractor personnel may receive or have access to sensitive information, including information provided on a proprietary basis by carriers, equipment manufacturers and other private or public entities. Contractor personnel agree to safeguard such information and use the information exclusively in the performance of this contract. Contractor shall follow all VA rules and regulations regarding information security to prevent disclosure of sensitive information to unauthorized individuals or organizations as enumerated in this section and elsewhere in this Contract and its subparts and appendices.

4. Contractor shall limit access to the minimum number of personnel necessary for contract performance for all information considered sensitive or proprietary in nature. If the Contractor is uncertain of the sensitivity of any information obtained during the performance this contract, the Contractor has a responsibility to ask the VA CO.

5. Contractor shall train all of their employees involved in the performance of this contract on their roles and responsibilities for proper handling and nondisclosure of sensitive VA or proprietary information. Contractor personnel shall not engage in any other action, venture or employment wherein sensitive information shall be used for the profit of any party other than those furnishing the information. The sensitive information transferred, generated, transmitted, or stored herein is for VA benefit and ownership alone.

6. Contractor shall maintain physical security at all facilities housing the activities performed under this contract, including any Contractor facilities according to VA-approved guidelines and directives. The Contractor shall ensure that security procedures are defined and enforced to ensure all personnel who are provided access to patient data must comply with published procedures to protect the privacy and confidentiality of such information as required by VA.

7. Contractor must adhere to the following:

- a. The use of "thumb drives" or any other medium for transport of information is expressly prohibited.
- b. Controlled access to system and security software and documentation.
- c. Recording, monitoring, and control of passwords and privileges.
- d. All terminated personnel are denied physical and electronic access to all data, program listings, data processing equipment and systems.
- e. VA, as well as any Contractor (or Subcontractor) systems used to support development, provide the capability to cancel immediately all access privileges and authorizations upon employee termination.
- f. Contractor PM and VA PM are informed within twenty-four (24) hours of any employee termination.
- g. Acquisition sensitive information shall be marked "Acquisition Sensitive" and shall be handled as "For Official Use Only (FOUO)".
- h. Contractor does not require access to classified data.

8. Regulatory standard of conduct governs all personnel directly and indirectly involved in procurements. All personnel engaged in procurement and related activities shall conduct business in a manner above reproach and, except as authorized by statute or regulation, with complete impartiality and with preferential treatment for none. The general rule is to strictly avoid any conflict of interest or even the appearance of a conflict of interest in VA/Contractor relationships.
9. VA Form 0752 shall be completed by all Contractor employees working on this contract, and shall be provided to the CO before any work is performed. In the case that Contractor personnel are replaced in the future, their replacements shall complete VA Form 0752 prior to beginning work.

#### **A6.0 INFORMATION TECHNOLOGY USING ENERGY-EFFICIENT PRODUCTS**

The Contractor shall comply with Sections 524 and Sections 525 of the Energy Independence and Security Act of 2007; Section 104 of the Energy Policy Act of 2005; Executive Order 13693, "Planning for Federal Sustainability in the Next Decade", dated March 19, 2015; Executive Order 13221, "Energy-Efficient Standby Power Devices," dated August 2, 2001; and the Federal Acquisition Regulation (FAR) to provide ENERGY STAR®, Federal Energy Management Program (FEMP) designated, low standby power, and Electronic Product Environmental Assessment Tool (EPEAT) registered products in providing information technology products and/or services.

The Contractor shall ensure that information technology products are procured and/or services are performed with products that meet and/or exceed ENERGY STAR, FEMP designated, low standby power, and EPEAT guidelines. The Contractor shall provide/use products that earn the ENERGY STAR label and meet the ENERGY STAR specifications for energy efficiency. Specifically, the Contractor shall:

1. Provide/use ENERGY STAR products, as specified at [www.energystar.gov/products](http://www.energystar.gov/products) (contains complete product specifications and updated lists of qualifying products).
2. Provide/use the purchasing specifications listed for FEMP designated products at [https://www4.eere.energy.gov/femp/requirements/laws\\_and\\_requirements/energy\\_star\\_and\\_femp\\_designated\\_products\\_procurement\\_requirements](https://www4.eere.energy.gov/femp/requirements/laws_and_requirements/energy_star_and_femp_designated_products_procurement_requirements). The Contractor shall use the low standby power products specified at <http://energy.gov/eere/femp/low-standby-power-products>.
3. Provide/use EPEAT registered products as specified at [www.epeat.net](http://www.epeat.net). At a minimum, the Contractor shall acquire EPEAT® Bronze registered products. EPEAT registered products are required to meet the technical specifications of ENERGY STAR, but are not automatically on the ENERGY STAR qualified product lists. The Contractor shall ensure that applicable products are on both the EPEAT Registry and ENERGY STAR Qualified Product Lists.

4. The Contractor shall use these products to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user.

The following is a list of information technology products for which ENERGY STAR, FEMP designated, low standby power, and EPEAT registered products are available:

1. Computer Desktops, Laptops, Notebooks, Displays, Monitors, Integrated Desktop Computers, Workstation Desktops, Thin Clients, Disk Drives
2. Imaging Equipment (Printers, Copiers, Multi-Function Devices, Scanners, Fax Machines, Digital Duplicators, Mailing Machines)
3. Televisions, Multimedia Projectors

This list is continually evolving, and as a result is not all-inclusive.

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

### **B1. GENERAL**

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

### **B2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS**

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

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

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

d. The Contractor or Subcontractor must notify the CO immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the Contractor or Subcontractor's employ. The CO must also be notified immediately by the Contractor or Subcontractor prior to an unfriendly termination.

#### **Contractor Personnel Security Requirements:**

All contractor employees who require access to the Department of Veterans Affairs' computer systems shall be the subject of a background investigation and must receive a favorable adjudication from the VA Office of Security and Law Enforcement prior to contract performance. This requirement is applicable to all subcontractor personnel requiring the same access. If the investigation is not completed prior to the start date of



the contract the contractor will be responsible for the actions of those individuals that provide or perform work for the VA.

1. **Position Sensitivity** – The position sensitivity has been designated as **(low) risk**.
2. **Background Investigation** – The level of background investigation commensurate with the required level of access is National Agency Check (NACI) with written inquiries.

3. **Contractor Responsibilities**

- a. The contractor shall bear the expense of obtaining background investigations. If the investigation is conducted by the Office of Personnel Management (OPM), the contractor shall reimburse the VA within 30 days.

The web site which provides information on the cost of the security investigation is: [www.opm.gov/extra/investigate](http://www.opm.gov/extra/investigate) – Select Federal Investigations Notices (FIN 01-01)

- b. The contractor shall prescreen all personnel requiring access to the computer systems to ensure they maintain a U.S. citizenship and are able to read, write, speak, and understand the English language.
- c. The contractor will provide to the Contracting Officer prior to award the following: (1) List of names of contract personnel. (2) Social security numbers of contractor personnel. (3) Home address of contractor personnel or the contractor address.

The Contracting Officer will submit the above information to the Office of Security and Law Enforcement, Washington, D.C. The Office of Security and Law Enforcement will provide the necessary investigative forms (these forms are indicated in paragraph 3.d. below) to the contractor's personnel, coordinate the background investigations with OPM and notify the Contracting Officer and contractor of the results of the investigation.

- d. The contractor shall submit or have their employees submit the following required forms to the VA Office of Security and Law Enforcement within 30 days of receipt:

- (i) Standard Form 85P, Questionnaire for Public Trust Positions
- (ii) Standard Form 85P-S, Supplemental Questionnaire for Selected Positions
- (iii) FD 258, U.S. Department of Justice Fingerprint Applicant Chart
- (iv) VA Form 0710, Authority for Release of Information Form
- (v) Optional Form 306, Declaration for Federal Employment
- (vi) Optional Form 612, Optional Application for Federal Employment

- d. The contractor, when notified of an unfavorable determination by the Government, shall withdraw the employee from consideration from working under the contract.

- e. Failure to comply with the contractor personnel security requirements may result in

termination of the contract for default.

### **B3. VA INFORMATION CUSTODIAL LANGUAGE**

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

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

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

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

5. The Contractor/Subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on Contractor/Subcontractor electronic storage media for restoration in case any electronic equipment or data used by the

Contractor/Subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

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

7. If a VHA contract is terminated for cause, the associated Business Associate Agreement (BAA) must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.05, *Business Associate Agreements*. Absent an agreement to use or disclose protected health information, there is no business associate relationship.

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

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

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

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

12. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require Assessment and Authorization (A&A) or a Memorandum of Understanding-Interconnection Security 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.

#### **B4. 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 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.

## **B5. 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. However, it is the policy of VA to forgo collection of liquidated damages in the event the Contractor provides payment of actual damages in an amount determined to be adequate by the agency.

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;
- 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 Breaches Involving Sensitive Personal Information*, 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.

## **B6. SECURITY CONTROLS COMPLIANCE TESTING**

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

## **B7. 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) Successfully complete the *VA Privacy and Information Security Awareness and Rules of Behavior* course (TMS #10176) and complete this required privacy and security training annually; Sign and acknowledge (electronically through TMS #10176) 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 any additional cyber security or privacy training, as required for VA personnel with equivalent information system access *[to be defined by the VA program official and provided to the CO for inclusion in the solicitation document – e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]*

- b. The Contractor shall provide to the CO and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each

applicable employee within 2 days of the initiation of the contract and annually thereafter, as required.

- c. Failure to complete the mandatory annual training and electronically 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.

## **RECORDS MANAGEMENT CONTRACT LANGUAGE**

The following standard items relate to records generated in executing the contract and should be included in a typical Electronic Information Systems (EIS) procurement contract:

1. Citations to pertinent laws, codes and regulations such as 44 U.S.C chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.
2. Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.
3. Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.
4. Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.
5. Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.
6. The Government Agency owns the rights to all data/records produced as part of this contract.
7. The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.
8. Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by

the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format [paper, electronic, etc.] or mode of transmission [e-mail, fax, etc.] or state of completion [draft, final, etc.].

9. No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.

10. Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, this contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.