



**TRANSFORMATION TWENTY-ONE TOTAL TECHNOLOGY
NEXT GENERATION (T4NG)
PERFORMANCE WORK STATEMENT (PWS)
DEPARTMENT OF VETERANS AFFAIRS**

*Office of Information & Technology
Unified Communications Infrastructure Support (UCIS)*

*UCIS - Unified Communications Infrastructure Support
Atos/Unify/Siemens Consolidated PBX Maintenance Contract*

**Date: 10/23/2018
TAC-19-50277
Task Order PWS Version Number: 2.9.7**

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1.0 BACKGROUND

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

The Office of Information & Technology (OI&T) requires technical support and maintenance for all Voice Systems (VS) that are used at the VA Medical Centers (VAMC), Vet Centers, Out Patient Clinics, Community Based Out Patient Clinics (CBOCs) and support facilities. The VS is comprised of Atos/Unify/Siemens PBX systems, to include associated/peripheral equipment including but not limited to hardware, software, phones, services including Voice-Over-IP (VOIP), instruments, trunks, cable plant (copper/fiber) terminations and documentation, VS and Telephone Room (TR) environmental alarms, system alarms, batteries/battery backup systems, and all interfaced ancillary systems (such as voicemail, auto attendants, call accounting) Outside Plant (OSP) cabling local terminations and documentation to maintain systems and services including VoIP. Attachment A provides the major VS equipment components located at each VA location supported under this task order. Technical support, security and maintenance services are also required. These services will include emergency, routine, and preventative maintenance; moves, adds, and changes; file/system backups; firmware/software maintenance; inventory; recommendations for VS system improvements; and associated documentation.

For the purposes of this PWS, VS shall be an inclusive term to encompass the entire system required to provide telecommunication services. Services provided by the Contractor shall also include VS security, documentation, reports, inventory control, change management, preventive maintenance and training required by VA personnel.

The term FOS or "follow-on service/equipment" and/or Tier 2 duties, used in this document shall refer to the efforts required of the Contractor to sustain all communications infrastructure (voice and data), to include the existing cable plant, premises distribution system, copper cabling, fiber connections, additional cable requirements including Moves, Adds, and Changes (MAC).

2.0 APPLICABLE DOCUMENTS

The Contractor shall comply with the following documents, in addition to the documents in Paragraph 2.0 in the T4NG Basic Performance Work Statement (PWS), in the performance of this effort:

1. Building Industry Consulting Service International (BICSI) Standards Program
2. Electronic Industries Association/Telecommunications Industry Association EIA/TIA 569 (Standard for telecommunications pathways and spaces requirements)
3. Telecommunications Industry Association/Electronic Industries Association TIA/EI568B (Telecommunications cabling standard)
4. Telecommunications Industry Association/Electronic Industries Association TIA/EIA 607 (Building grounding and bonding requirements)
5. Telecommunications Industry Association/Electronic Industries Association TIA/EIA 606 (Standard for records, labeling and space & pathway administration)
6. Federal Communications Commission (FCC) Part 68, Americans with Disabilities Act (ADA)
7. National Fire Protection Association (NFPA) Codes and Standards
8. Underwriters Laboratories (UL) Standards
9. National CAD Standard (NCS) standards
10. Insulated Cable Engineers Association (ICEA) Publications S-80-576-1988 (Ref.B1.6)
11. National Regulations Testing Laboratories (NRTL)
12. National Electric Code (NEC), Part 800 Article 250
13. VA Directive 6008 – Acquisition and Management of VA Information
14. Attachment A: Place of Performance Locations
15. Attachment B: Sites eligible for software assurance

3.0 SCOPE OF WORK

The Contractor shall provide maintenance and technical support for the VS platform and all ancillary equipment at the sites identified in section 4.2 of this PWS. The Contractor shall perform all VS Operations and Maintenance (O&M) in accordance with the VS manufacturer Original Equipment Manufacturer (OEM) Specifications. The Contractor shall provide access to the Atos/Unify/Siemens Technical Support Center 24/7 for both maintenance and technical support of the VA voice and axillary systems. The Service Desk shall provide a single point of contact (SPOC), 24 hours a day, 7 days/week, 365 days a year. This is the operative and functional customer interface for all contractually agreed service requirements (service queries and incidents). The Contractor shall provide OEM maintenance services for the existing VS and any VS additions to include all Phone instruments/hardware/software/ports provided by the VS, or any other component to the extent that if the common equipment, any station/trunk/cards, or any other VS component fail, the Contractor shall replace the failed equipment/software with new equipment/software provided by the Contractor. The Contractor shall furnish all personnel, equipment, tools, transportation, management supervision, and other items and services necessary to perform all VS Maintenance.

During the performance of this effort, the Contractor shall comply with the current versions of all national codes and any updates to such codes, telecommunications industry standards and practices which are referenced in Section 2.0 of this PWS and in the T4NG Basic contract documents. The Contractor shall have direct access to the Atos/Unify/Siemens PBX manufacturer for software, diagnostic support, and hardware upgrades, and authorization to sub-license software for use with new systems for the full duration of the task order and any follow-on years.

Note: Where telephone system and Private Branch Exchange (PBX) system appear in the singular form, the requirement shall be for multiple VS for the sites listed for this PWS.

3.1 APPLICABILITY

This Task Order (TO) effort PWS is within the scope of paragraph(s) of the T4NG Basic PWS.

- 4.2.3 IT Service Management Implementation
- 4.2.12 Engineering and Technical Documentation
- 4.6.1 Systems/Network Administration
- 4.6.2 Network and Telecommunications Infrastructures
- 4.6.2.2 Voice Systems
- 4.8 Operations and Maintenance (O&M)

3.2 ORDER TYPE

The effort shall be proposed on a **Firm Fixed Price (FFP)** basis.

4.0 PERFORMANCE DETAILS

4.1 PERFORMANCE PERIOD

The period of performance (PoP) shall be one 12- month base period from the date of award with four 12-month option periods and optional tasks to be exercised at the Government's discretion. The total PoP for this TO shall not exceed 60 months.

Within the base period, the Contractor shall provide VS support to:

- A. Veterans Integrated Service Network (VISN) 2 to include: Buffalo VAMC, Castle Point VAMC, East Orange VAMC, Lyons VAMC, Montrose VAMC, Brick CBOC, Hackensack CBOC and Olean CBOC

- B. VISN 7 to include: , Augusta VAMC, Atlanta VAMC, Birmingham VAMC, Columbia VAMC, Dublin VAMC, Montgomery VAMC, Tuscaloosa VAMC, Tuskegee VAMC, Lawrenceville OPC, Rome OPC, Anniston/Oxford Clinic, Athens Clinic, Atlanta Clinic, Atlanta /Ft. McPherson Clinic, Austell Clinic, Carrollton Clinic, Columbus Clinic, Dothan Clinic, Fulton County Clinic, Greenville Clinic, Henderson Mill Clinic, Huntsville Clinic, Jasper Clinic, Newnan Clinic, Orangeburg Clinic, Shoals Area Clinic, Selma Outpatient Clinic, Statesboro Clinic, Stockbridge Clinic, Albany CBOC, Anderson CBOC, Atlanta Clinic, Aiken CBOC, Bessemer CBOC, Bibb CBOC, Blairsville CBOC, Brunswick CBOC, Childersburg CBOC, East Point CBOC, Gadsden CBOC, Guntersville CBOC, Kathleen CBOC, Milledgeville CBOC, Monroeville CBOC, Oakwood CBOC, Spartanburg CBOC, Tifton CBOC, Wiregrass CBOC, Huntsville Vet Center, Lawrenceville Vet Center, Dothan Metal Heath Clinic, Florence CBOC, Sumter County Clinic, Rock Hill Clinic, Macon Vet Center, Marietta Vet Center, Montgomery Vet Center, and the VISN 7 Network Office
- C. VISN 16 to include: Muskogee VAMC, Oklahoma City VAMC, Alexandria VAMC, Fayetteville VAMC, Jackson VAMC, Little Rock VAMC, New Orleans/ Baton Rouge VAMC, Shreveport VAMC, Branson CBOC, Conway CBOC, El Dorado CBOC, Hammond CBOC, Hot Springs CBOC, Jay CBOC, Jennings CBOC, Lafayette CBOC, Mena CBOC, Mt. Vernon CBOC, Natchitoches CBOC, Fort Polk CBOC, Ft. Smith CBOC, Joplin CBOC, Lake Charles CBOC, Longview CBOC, Monroe CBOC, Ozark CBOC, Reserve CBOC, Russellville CBOC, Texarkana CBOC, Riverbend Business Office, Searcy CBOC, Slidell CBOC, Springfield CBOC, Baton Rouge OPC, Fayetteville Audiology/HBPC, Sherwood DEU, Buckner Square, Spring lake Fee Office, Ardmore CBOC, Lawton CBOC, North May CBOC, Stillwater CBOC, Wichita Falls CBOC, Tulsa OPC, Vinita OPC, McAlester CBOC, McCurtain County CBOC, Oklahoma City VHA HCSS, Oklahoma City VRC, and the VISN 16 Network Office
- D. VISN 19 to include: Salt Lake City VAMC
- E. VISN 22 to include: Tucson VAMC

Within the option periods, the Contractor shall provide VS Atos/Unify/Siemens support to all locations identified in the Base Period.

4.2 PLACE OF PERFORMANCE

Efforts under this TO shall be performed in VA facilities identified in Attachment A. Work may be performed at remote locations with prior concurrence from the Contracting Officer's Representative (COR). The Contractor shall have Atos/Unify/Siemens Open

Communications Associate (SOCA) Certified onsite technicians with the appropriate technical skill set to provide support on current equipment installed on-site 40 hours per week Monday through Friday at the sites identified in Attachment A, during the base period of performance only. As additional equipment is installed, the Contractor shall verify that the onsite Technicians maintain OEM (SOCA) certification on newly installed system types and revisions. During the option periods on site technicians are not required. If on-site technicians will be needed at a location an optional task will be exercised to add those resources at the VISN level. The modification to exercise the optional tasks will identify the locations per VISN that will be required to be resourced with an on-site technician. All on-site technicians will be responsible for all tasks listed in the following sections of this TO, 5.11.2 Quality Assurance Tier 2; 5.11.1 Maintenance Support Tier 2; 5.11.3 Manufacturer's Support Tier 2; 5.11.4 Moves, Adds and Changes (MACs) Tier 2; and 5.11.5 Technician Training, during the period of performance of this task

VISN 2- Montrose VAMC - one technician, Castle Point VAMC - one technician, East Orange VAMC – one Technician, Lyons VAMC – one Technician.

VISN 19- Salt Lake City VAMC - one technician.

VISN 22 – Tucson VAMC - one technician.

4.3 HOURS OF WORK

Typical normal duty hours are from 8:00 a.m. to 4:30 p.m. Monday thru Friday local time of the facility. All service-affecting work activities required by this PWS shall be completed on Monday through Friday after hours, 9:00 p.m. to 6:00 a.m. local time of the affected site, or on weekends or holidays. All non-service affecting work shall generally take place during normal business hours. Work outside of these approved periods shall be approved in advance by the Contracting Officer's Representative (COR).

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

4.4 TRAVEL OR SPECIAL REQUIREMENTS

The Contractor shall be available for work at any facility within the designated locations listed above and may be required to travel between each primary location and its associated facilities. Include all estimated travel costs in your firm-fixed price line items. These costs will not be directly reimbursed by the Government.

4.5 CONTRACT MANAGEMENT

All requirements of Sections 7.0 and 8.0 of the T4NG Basic PWS apply to this effort. This TO shall be addressed in the Contractor's Progress, Status and Management Report as set forth in the T4NG Basic contract.

4.6 GOVERNMENT FURNISHED PROPERTY

The Government will provide the following:

1. Office space, telephone service and system access when authorized contract-staff work at a Government location(s) as required to accomplish the tasks associated with this PWS.
2. Access to VA specific systems/networks as required for execution of the task via a site-to-site virtual private network (VPN) or other technology, including VA specific software such as the VA Network and ticketing system, as determined by the Local Area Manager, including appropriate seat management and user licenses.

The Contractor shall be responsible for requesting other Government documentation deemed pertinent to perform the work defined under this TO directly from the Government officials with whom the Contractor has contact such as the Local Area Manager and/or the COR.

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.

The Contractor shall not transmit, store or otherwise maintain sensitive data or products in Contractor systems (or media) within the VA firewall in accordance with (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 (SSPs) and Authority to Operate (ATO)'s for all systems/LAN's accessed while performing the tasks detailed in this PWS.

4.7 SECURITY AND PRIVACY

All requirements in Section 6.0 of the T4NG Basic PWS apply to this effort. Specific TO requirements relating to Addendum B, Section B4.0 paragraphs j and k supersede the corresponding T4NG Basic PWS paragraphs, and are as follows,

- j. 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, but in no event longer than 1 day.
- k. 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 within 10 days.

4.7.1 POSITION/TASK RISK DESIGNATION LEVEL(S)

In accordance with VA Handbook 0710, Personnel Security and Suitability Program, 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"/>
5.3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.4	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.5	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.6	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.7	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.8	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.9	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.10	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.11	<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.

5.0 SPECIFIC TASKS AND DELIVERABLES

The Contractor shall perform the following:

5.1 PROJECT MANAGEMENT

5.1.1 CONTRACTOR PROJECT MANAGEMENT PLAN

The Contractor shall deliver a Contractor Project Management Plan (CPMP) that lays out the Contractor's approach, timeline and tools to be used in execution of this TO effort. The CPMP should take the form of both a narrative and graphic format that displays the schedule, milestones, risks and resource support.

The CPMP shall include a detailed maintenance schedule for routine and preventative maintenance for the PBX systems. All downtime, MAC(s), emergency calls, routine maintenance calls and service calls, actions and resolutions, service availability, system and/or PBX backups, inventory, as well as suggested or system improvements or changes shall be documented in the CPMP. The CPMP shall also include how the Contractor will coordinate and execute planned, routine, and ad hoc data collection reporting requests as identified within the PWS.

The initial baseline CPMP shall be concurred upon and updated monthly thereafter. The Contractor shall update and maintain the VA Program Manager (PM) approved CPMP throughout the period of performance.

Deliverable:

- A. Contractor Project Management Plan

5.1.2 REPORTING REQUIREMENTS

The Contractor shall provide Quarterly Maintenance Reports in electronic form in Microsoft Excel formats. The report shall provide maintenance information including: facility name and address, customer service record/model of affected equipment, preventive maintenance tasks conducted, date/time of incident/maintenance performed, trouble ticket issue and resolution, cause of issue, if known and the name of the technician or group performing the maintenance or resolving the incident.

The Contractor shall append each Contractor employee's email address and phone number to the T4NG Quarterly Manpower Report.

The Contractor shall provide, as an appendix to the CPMP, information on upcoming warranty expirations and/or Voice System expansions for each facility.

Deliverable:

- A. Quarterly Maintenance Report

5.1.3 TECHNICAL KICKOFF MEETING

The Contractor shall hold a technical kickoff meeting within 10 days after TO award. The Contractor shall present, for review and approval by the Government, the details of the intended approach, work plan, and project schedule for each effort. The Contractor shall specify dates, locations (can be virtual), agenda (shall be provided to all attendees at least five (5) calendar days prior to the meeting), and meeting minutes (shall be provided to all attendees within three (3) calendar days after the meeting). The Contractor shall invite the Contracting Officer (CO), Contract Specialist (CS), COR, and the VA PM.

5.1.4 PRIVACY TRAINING

The Contractor shall submit status of VA Privacy and Information Security Awareness training for all individuals engaged on the task. The status reporting shall identify; a single Contractor Security Point of Contact (POC), the names of all personnel engaged on the task, their initial training date for VA Privacy and Information Security training, and their next required training date. This information shall be submitted as part of the CPMP.

The Contractor shall submit VA Privacy and Information Security training certificates in accordance with Section 9, Training, from Appendix C of the VA Handbook 6500.6, "Contract Security" within one week after award and/or one week after on-boarding of a new employee and annually as required throughout the period of performance for all Contractor employees.

Deliverable:

- A. VA Privacy and Information Security Training Certificates**

5.2 QUALITY ASSURANCE

The Contractor shall provide services to operate, maintain, and repair the VA VS to assure VS availability (uptime) of 99.9%. To protect the Government from loss of system operation and data, the Contractor shall perform the following activities for the VS: (a) system and working file backups and restorations daily; (b) full system backups weekly; (c) store the backups in a VA-provided repository; and (d) troubleshoot and resolve any issues or problems related to performing the backups. The Contractor shall correct any loss of data or system operation within 5 business days due to Contractor negligence related to the backup activities. The Contractor shall summarize activities associated with this task in the CPMP. The Contractor shall ensure users are able to access their voice mail from within the medical center and from remote locations. The Contractor shall analyze, identify, and correct local problems within the VS. The

Contractor shall conduct all VS operations and maintenance in accordance with the OEM manuals.

5.3 MAINTENANCE SUPPORT

The Contractor shall be responsible for all telecommunications work as applicable to the VS to isolate and repair any problems. At facilities and associated remote sites where no On-site contractor is assigned, Contractor shall provide technical support and assistance as needed. Please see Attachment A for list of sites that do not have On-site contractors. The Contractor shall provide OEM certified technicians trained and certified on all current and future components of the Atos/Unify/Siemens PBX systems. The Contractor shall be SOCA Certified. Additionally, only OEM certified technicians shall perform maintenance, repair, upgrade, and service work on the PBX. The Contractor shall be responsible for obtaining and providing Atos/Unify/Siemens and SOCA certifications for all onsite and service personnel.

The Contractor shall provide Tier 2/3 support to isolate and repair any problem with the system after being notified by VA staff. VA will provide the Contractor a Contacts List of VA Points of Contact (POCs) authorized by VA to report system issues to the Contractor. The Contractor shall diagnose, troubleshoot and resolve issues and remediate failures regarding PBX system hardware, software, and communications and/or auxiliary equipment such as Voice Mail Systems (VMS), Automated Attendant (AA), special application servers, and devices. The Contractor shall provide an action plan for COR before beginning failure remediation. The Contractor shall provide maintenance services for the existing Atos/Unify/Siemens PBX systems to include all hardware and associated software and ports provided by the PBX and/or any other component to the extent that if the common equipment, any station/trunk/cards, or any other PBX component fail, the Contractor shall replace the failed equipment and associated software with new equipment and associated software provided by the Contractor. The Contractor shall provide all software updates, parts, labor, and travel associated with maintenance of the PBX. If problems are found, the Contractor shall contact the COR and continue corrective measures until the problem is resolved. The Contractor shall schedule the remaining repair work with the COR and/or Designated site POC. The Contractor shall provide a toll free 800 (or 888 and 877 are other examples of acceptable toll-free numbers) number for OI&T on call staff, identified in the POC Contact List in the event of an issue with the VS.

All maintenance performed on the telephone system shall be coordinated with the COR or his/her designated representative. No maintenance action that impairs the operation of the total telephone system shall be allowed between the hours of 7:00 am to 6:00 pm local facility time (the normal business duty hours of the VA facility) without COR approval. With the exception of Emergency Maintenance Calls, the Contractor shall plan scheduled downtime, upgrades, and any other disruption to the PBX system to occur during non-business hours. Any scheduled downtime for routine maintenance must be scheduled with the COR or his/her designated representative 30 days in advance

through the COR. For critical patches and updates, the Contractor shall provide 3 days written advanced notice and obtain COR approval before system shut down can occur.

The VS is comprised of Atos/Unify/Siemens PBX systems, any associated equipment hardware, software, phones, services including Voice-Over-IP (VOIP), instruments, trunks, cable plant, system alarms, PBX batteries, PBX power rectifiers, Gateways, and all interfaced ancillary systems (such as voicemail, auto attendants, call accounting) to maintain systems and services including VoIP (See Attachment A).

The Contractor shall support all existing VS listed in Attachment A. The Contractor technical personnel shall identify issues, troubleshoot anomalies and provide maintenance of the equipment.

The Contractor shall record all work performed by completion of the next business day, all maintenance and follow-on service in the OIT ticket management system. The Contractor shall ensure all support requests that require higher level support will be properly documented with actionable details and will ensure they are properly submitted to the OIT ticketing system.

The Contractor shall provide all parts necessary to ensure proper functionality of the VS and shall supply and replace failed equipment with functionally comparable equipment. Only new, Atos/Unify/Siemens Certified remanufactured, or COR approved equipment will be accepted. The Contractor shall provide all replacement hardware for failures of components organic to the systems listed in Attachment A. VA will not supply replacement hardware required for system maintenance.

The Contractor shall ensure all data-storage capable devices are properly sanitized, by VA staff, prior to removal from VA custody in accordance VA Handbook 6500.1. Media that cannot be overwritten or is inoperable shall be rendered unreadable by VA staff before leaving control of the organization. VA Handbook 6500.1 provides a list of applicable media devices.

The Contractor shall support all existing VS listed in Attachment A. The Contractor technical personnel shall identify issues, troubleshoot anomalies and provide maintenance of the equipment.

The Contractor shall support any additional VS equipment installed or replaced that is considered part of the overall VS. The Contractor shall provide a Atos/Unify/Siemens software assurance on all sites list in Attachment B. Contractor shall provide proof of Atos/Unify/Siemens software assurance within the CPMP.

The Contractor shall maintain and troubleshoot the existing installed interface trunks and station ports connected to all ancillary equipment/systems.

The Contractor shall provide an Escalation List to the COR that provides a list of personnel and their contact information for notifications for emergency, routine maintenance, and follow-on service to enable response within the prescribed time frames and conditions as specified in this PWS. The Contractor shall update the Escalation List as required and provide to the COR. The Contractor shall provide access to the Atos/Unify/Siemens Maintenance Website to VA staff and contractors identified in the VA Site Contacts List of VA Points of Contact to obtain status of tickets logged for the site. The web site shall allow the download/export of information for data manipulation.

Deliverable:

A. Escalation List

5.3.1 USE OF EQUIPMENT AND/OR SOFTWARE MONITORS

The Government may choose to augment the VS system to examine or measure the activity within the VS and/or equipment rooms e.g., expand PBX to support growth. Devices such as equipment monitors, which may require physical connection to the system, and devices such as software monitors to aid in system analysis, are specifically included in this category. The Contractor may not prohibit the installation of such devices unless the device will cause significant or permanent damage to the system. The Contractor shall assist the Government in identifying and locating device connections when requested by the Government.

Efforts associated with this subtask shall be reported in the CPMP.

5.3.2 MANUFACTURER'S SUPPORT

The Contractor shall provide manufacturer's support for the existing VS (see Attachment A). The Contractor shall establish direct access to the VS Manufacturer's technical support center within 7 business days after task order award.

The Contractor shall provide OEM certifications for all on-boarded personnel in the CPMP. The Contractor shall provide certified technicians for support at the locations identified in Attachment A, responding to on-call support for non-regular duty hours e.g., weekend emergency repair or system upgrade. The Contractor shall be available for dispatch to any of the locations in Attachment A, to perform all maintenance and follow-on service. Only manufacturer certified Contractor personnel shall perform work on the PBX Systems.

The Contractor shall maintain access to Atos/Unify/Siemens central emergency assistance maintenance center for diagnostic testing and technical problem assistance. As additional VS systems and ancillary equipment are installed by VA, the Contractor shall provide support to ensure its Technicians obtain the necessary OEM certification

to support the additional equipment 30 days prior to the installation and provide a copy to VA.

The Contractor shall maintain the existing software to conform to and perform in accordance with the OEM functional descriptions and data requirements. The Contractor shall support the existing operating system software required to make use of the VS equipment. Operating system software refers to those routines that interface directly with hardware peripheral devices, the computer operations, and applications and utility programs. The Contractor shall furnish the most current version of user manuals and publications for all follow-on equipment and software.

The Contractor shall notify VA of any product's recall within five (5) business days of notice and within 15 days of notice of discontinuance, or end of life cycle for items covered under this TO. The Contractor shall update the CPMP with this information.

The Contractor shall have access to Atos/Unify/Siemens Customer Support Center 24/7 to obtain system information, licensing information, warranty information, diagnostic support, and updates on OEM system modifications, improvements, revisions, and new software level releases. The Contractor shall provide proof of Atos/Unify/Siemens Software Assurance, or equivalent in the CPMP, for the existing software, including any OEM-sponsored modifications, upgrades, or revisions.

The Contractor shall provide software support consisting of correction of errors, provision of OEM-sponsored modifications, improvements, and revisions. The Contractor shall identify all software changes, upgrades, and patches to the COR for approval prior to installation. The Contractor shall furnish full documentation for all changes and/or modifications to the software provided to meet the Government's requirements.

The Contractor shall provide to the COR or Designated POC a written notice of each OEM software patch/update/new release within 30 days of receiving OEM notification. The notice shall identify the software patch number or version in the case of update/new release, synopsis of features/functions of the patch/upgrade/new release and any hardware required. The VA COR may, at its discretion, choose to accept or reject the patch/update/new release. If accepted by VA, the Contractor shall provide support for and install software. The Contractor shall perform any reprogramming of additional equipment required to accommodate such patch/update/new release. If the software update is accepted by VA and it is determined that new equipment is required to perform the software update, the Government will provide the new equipment. The Contractor shall be responsible to ensure daily data backups are run and for ensuring the resulting backups are not corrupt. All system data shall be provided by the Contractor, to VA staff, for storage and handling. Efforts associated with this activity shall be reported in the CPMP.

5.3.3 MAINTENANCE SPARE PARTS SUPPORT

The Contractor shall identify the required spare parts, as required by the OEM, for proper maintenance of the total maintained system. If the OEM does not have a recommended spare parts list, the Contractor shall provide a list of VA owned spare parts that is on hand to ensure the required response times identified 5.3.4, 5.3.5 and 5.3.6 in this TO are met. The Contractor shall submit the spare parts list to the COR for final approval. The Contractor shall document these additional items in a Spare Parts List. The Contractor shall be responsible for replenishing parts used during day to day maintenance ensuring the VA's spare part inventory has sufficient quantities of spare parts on hand to meet the required response times in this PWS. For any spare parts not stored onsite, the Contractor shall ensure these spare parts are available onsite within 24 hours upon request. The Contractor shall be responsible for replenishing spare parts inventory by purchasing and restocking spare parts as they are used in providing the services defined in this TO.

Deliverable:

- A. Spare Parts Lists

5.3.4 CRITICAL FAILURES SUPPORT

The Contractor shall provide support to address all critical failures. The following situations are defined as critical and any critical failure shall require an emergency maintenance call response:

- a. VS failure in emergency health care facilities (i.e. cardiac arrest teams, intensive care units, emergency/operating rooms, Call Centers, Operators, Police)
- b. Failure of the common control unit
- c. Loss of one entire PBX modular shelf
- d. Loss of greater than 10% of voice capacity in any facility
- e. Failure of the power supply
- f. Failure of the signal generating device
- g. Failure of 50% or more of the attendant consoles/operator phones.
- h. VS server(s) failure (i.e. ACD, Voicemail, CDR)

The Contractor shall ensure that Disaster Recovery (DR) procedures are engaged if any Core location has been non-operational for six (6) hours.

The DR features shall include:

- A. Transparent for the end user, automatic reconnection of all unaffected components and end users in affected location to survived location.
- B. The ability to sustain Call Center operations indefinitely from the survived location if the either Core locations building are destroyed or non-operational until the affected parts of the system are rebuilt.
- C. The ability to access operational data and configuration data when the location becomes operational.

The Contractor shall provide a DR Plan that outlines all triggers, thresholds, and events associated with DR engagement, including steps to invoke DR and steps to return to normal operation. The Contractor shall also provide a Contingency Plan that contains a collection of procedures and technical measures that enable the recovery of the system, business operations and data after a service disruption. The plan shall provide necessary steps to be taken when expected normal operational or DR operational procedures or outcomes are circumvented by events. All procedures and technical measures in the contingency plan shall be tested before the system is placed in production to ensure that contingency actions shall work when needed. The Contractor shall provide a Continuity of Operations (COOP) Guide that outlines all steps that shall be followed in the event a disaster interrupts business to ensure that essential functions shall continue to be performed.

Deliverables:

- A. DR Plan
- B. Contingency Plan
- C. COOP Guide

5.3.5 EMERGENCY MAINTENANCE CALLS SUPPORT

The Contractor shall provide emergency/critical maintenance support for the VS 24 hours per day, seven days per week. Upon receipt of an emergency/critical maintenance call, the Contractor shall provide a technician for the affected facility within two (2) hours and have initiated troubleshooting and repair. The Contractor shall ensure the technician responding has the required skill to initiate troubleshooting and repair. Once repairs are initiated, work shall continue until completed.

If the PBX failure cannot be corrected within six (6) continuous maintenance work hours, the Contractor shall be responsible for providing an alternate PBX at the failed facility, equipped for a minimum of 100 main station lines, 10 Commercial Office trunks, 10 Federal Telephone System access lines and three operator consoles. This alternate system shall be operational within 24 hours of the VS failure and shall provide emergency service to critical areas as determined by the VA site Director or their representative. The Contractor shall coordinate with the COR or VA representative to determine which features and lines are included. The Contractor shall provide to the COR or VA representative an After-Action Report detailing the cause of the issue and restorative actions taken.

The Contractor shall be responsible for identifying and replacing faulty equipment pertaining to the VS covered under this TO at no additional cost to VA. The Contractor will not be held financially responsible for faulty equipment caused by an "Act of God" such as lighting strikes, floods, earthquakes, etc. The Contractor shall be responsible for providing support for all emergency service outages during normal business hours

and after hours. The Contractor shall provide to the COR or VA representative an after-action report detailing the cause of the issue and restorative actions taken.

Deliverable:

A. After Action Report

5.3.6 ROUTINE MAINTENANCE CALLS SUPPORT

The Contractor shall provide support for all routine maintenance calls. All calls that do not rise to the level of an emergency maintenance call are considered routine maintenance calls.

Upon receipt of a routine maintenance call, the Contractor shall provide a technician to initiate troubleshooting and repair within 24 hours, if the routine maintenance call is after hours of work or on a weekend or holiday the contractor shall provide support on the next business day. The Contractor shall ensure the technician responding has the required skill to initiate troubleshooting and repair.

The Contractor shall troubleshoot the VS hardware, software, and communications/ ancillary equipment to determine the best method of repair. If problems are found, the Contractor shall contact the local site representative and continue corrective measures until the problem is resolved.

5.4 OPERATIONAL SUPPORT

The Contractor shall provide the following Operational Support services:

5.4.1 INVENTORY MANAGEMENT

The Contractor shall perform inventory management. The Contractor shall be accountable for all VS components and peripherals. The Contractor shall develop and maintain inventory controls for all VS software, hardware, and peripherals. The Contractor shall inventory all VS equipment at all the locations listed in Section 4.2 of this PWS, with a VA representative. The Contractor shall document the results in an Inventory Control Document, separated by sites. The Contractor shall provide recommendations for upgrading VS components, including software, as part of the Inventory Control Document.

Deliverable:

A. Inventory Control Document

5.4.2 SYSTEM IMPROVEMENTS

The Contractor shall identify and recommend technological advances, changes, or other improvements to the VS that will improve system efficiency, reduce required

maintenance or otherwise lower costs to the customer. All recommended upgrades shall maintain current voice traffic grade or better. Additional technical specifications may be found in Attachment A.

Efforts associated with this activity shall be reported in the CPMP.

5.5 ROUTINE AND PREVENTATIVE MAINTENANCE SERVICE

The Contractor shall perform routine and preventative maintenance services. The Contractor shall prepare, with input from the COR, a Routine and Preventative Maintenance Schedule (to be included in the CPMP) which details the routine and preventative maintenance for the VS, based on the OEM preventative maintenance recommended specifications. The schedule shall include daily health status checks and alarm status of all the systems, at the beginning and end of each work day. The Contractor shall review and update the schedule quarterly.

The Contractor shall schedule and conduct all preventative maintenance tasks as defined in the Routine and Preventative Maintenance Schedule. The Contractor shall record all required preventative maintenance tasks, in the switch room logbook or the TMS Systems work order module, noting whether each task was normal or abnormal. All instrument measurements, including power readings, for systems manufacturer procedures, shall be recorded by the Contractor. The COR or designated site POC will review all maintenance tasks (corrective, follow-on, preventative, etc.) on a quarterly basis with the Contractor. The Contractor shall report all routine and preventative maintenance efforts in the CPMP.

The Contractor shall provide maintenance of the software used to provide the services under this PWS. Maintenance includes providing periodic updates, enhancements and corrections to the software, and providing reasonable telephone technical support to VA users, which are customarily provided by the Contractor to allow the software to perform according to specifications. Software updates, enhancements, and corrections shall be provided to the VA designated COR within 10 business days of being released by Contractor and/or manufacturer.

A. Release or Update. The term “release” or “update” are terms that refer to a revision of software that contains defect corrections, minor enhancements or improvements of the software’s functionality. This is usually designated by a change in the number to the right of the decimal point (e.g., from Version 5.3 to 5.4). An example of an update is the addition of new hardware.

B. Version or Upgrade. The term “version” or “upgrade” are terms that refer to a revision of software that contains new or improved functionality. This is usually designated by a change in the number to the left of the decimal point (e.g., from Version 5.2 to 6.2)

The Contractor shall provide software support services, which includes periodic releases, updates, enhancements and corrections to the software, and technical support, all of which are customarily provided by Contractor to its customers to cause the software to perform according to its specifications, documentation or demonstrated claims. Any telephone support provided by Contractor shall be at no additional cost.

The Contractor shall include future software “.dot release”/updates for the VS systems identified in Attachment A (e.g., from Version 5.2 to 5.4 or Version 6.2 to 6.4) during the Term.

The Contractor shall also ensure that certificates for the VS listed in Attachment A stay current. The Contractor may need from time to time upload or issue new certificates to ensure systems and software remain secure and operational.

5.6 SCHEDULED DOWNTIME PLANNING

With the exception of emergency/critical maintenance support calls, the Contractor shall plan scheduled downtime, upgrades, and any other disruption to the VS to occur during non-duty hours. Any scheduled downtime must be scheduled with the COR 30 days in advance through the COR and the Contractor must supply an implementation and back out plan. If advance scheduling is not possible, the Contractor shall provide three (3) days written advanced notice and obtain approval by the COR, before system shut down can occur. Scheduled downtime to perform events such as software upgrades that require downtime are typically performed on a quarterly basis.

5.7 SUBSTITUTION OF EQUIPMENT

The Contractor shall ensure all replacement parts are Atos/Unify/Siemens manufacturer approved as acceptable replacement parts on all products installed at VA sites.

From time to time, some of the contracted equipment may not be readily available or may be permanently out of production. The Contractor may require a one-time permanent substitution for one or more parts. Such requests must be made in writing to the COR and the following conditions met:

1. The replacement item(s) must meet or exceed all manufacturer specifications of the existing item.
2. The replacement item(s) must be acceptable to the Contracting Officer or COR.
3. The replacement item(s) must be approved in writing by the Contracting Officer or COR.

5.8 CERTIFICATE OF MAINTAINABILITY

At such time as the TO is terminated, expires contractually, or upon request by the CO, or designee, at any time, the Contractor shall issue, within five working days of that event, a "Certificate of Maintainability" for all equipment maintained under this task order.

The Certificate shall state that all preventative maintenance, in accordance with the specifications of the OEM, has been performed and that the equipment is performing in accordance with the OEM's specifications such that the OEM (or OEM's successor in interest) commits that it would assume maintenance of the equipment (or OEM certifies that the equipment is eligible for maintenance - including but not limited to repair or inspection charge) if such maintenance were assumed effective the date after the Contractor's performance ceases.

Should the Contractor fail to issue the required Certificate of Maintainability in accordance with this requirement, or should any equipment fail to perform in accordance with the certification for any reason, the Contractor shall be liable to the Government for any reasonable costs incurred by the Government for the purpose of bringing the equipment up to the required maintainable level, where such maintenance is assumed effective the date after the Contractor's performance ceases for a period of 30 days. This shall include the replacement of the VS.

Deliverable:

- A. Certificate of Maintainability

5.9 TRAINING

The Contractor shall provide the following training services:

5.9.1 END-USER TRAINING (Optional TASK)

The Contractor shall provide on the job training demonstrations to include training materials for employees and users on VS, upon request from the COR or Designated site POC. The training shall be conducted one-on-one or in a classroom setting. The one-on-one training shall occur approximately three (3) times per site. Classroom training shall occur approximately two (2) times per site, and include up to 30 participants. The Contractor shall provide training materials in electronic format. The Contractor shall develop training material for installation and operation of new telephone equipment to supplement the training. This training material shall be provided after installation of any new telephone equipment or installation of software enhancements that alter the PBX features package or end users feature access.

Deliverable:

- A. Training Material

5.9.2 ANALYST / ADMINISTRATORS TRAINING (Optional TASK)

The Contractor shall provide 1730 LCP's (Learning Credit Points) for the voice system classes to include but not limited to OpenScape 4000, OpenScape Voice, OpenScape Xpressions, and OpenScape Contact Center ACD, etc. These LCP's shall be redeemable by VA technicians designed by the Atos/Unify/Siemens Consolidated COR or his/her designee. These LCP's shall be redeemable at an Atos/Unify/Siemens approved training partner. These LCP's shall be provided every year at the start of the period of performance (PoP) upon written request from the Atos/Unify/Siemens Consolidated COR or his/her designee if this option is exercised.

Deliverable:

- A. LCP's (Learning Credit Points)

5.10 VS SYSTEM UPGRADE (OPTIONAL TASK)

The Contractor shall perform the upgrades necessary to the existing VS to bring it up to current manufacturer standards for software and hardware versions for all systems, subsystems, and servers. Upgrades include signaling servers, system managers, session managers, media cards, PBX cores, Gateways, Automatic Call Distribution (ACD) servers, Call Detail Record (CDR) systems, voicemail servers and all ancillary equipment. Sites with a Atos/Unify/Siemens Phonemail Voice Mail (VM) system that are End of Life (EoL) require a new voicemail system with the same capabilities. The current systems' capabilities include the voicemail system communicating to the PBX and ACD via Application Module Link (AML) and support for the ACD with Interactive Voice Response (IVR) capabilities. In addition, new voicemail system needs to provide SIP integration to the voice system. All upgraded or replaced systems shall be compatible with the remaining VS and peripheral systems and will be deployed in a virtual environment if possible. The COR will be the final arbiter of any decisions on system upgrades for any component of the VS and may modify, reject, or change any upgrade plans submitted for approval.

The VA will allow some flexibility in regard to the upgrades to take advantage of future Atos/Unify/Siemens programs and promotions. Such as, future Atos/Unify/Siemens programs to use existing legacy phones on an upgraded Atos/Unify/Siemens Systems. All proposed changes shall be approved by the COR or the CO.

Upon completion of System upgrades the Contractor shall supply the COR with As-Built Documentation Package per site. The As-Built Documentation shall at a minimum include the following information depending on components at the local site; Basic

System/IP information, System Features, System Layout/Diagram (Visio), Backup information, Test Plan, Calls Flows, User/Administrator Data, Phone Template, Phone Hunt/Pickup groups, Number Ranges DID/Non-DID/800 Numbers, ACD call Flows, ACD agent/queue management, Wave Files/Recordings and Scripts, Call Director/Pilot Extensions and Ports, IVR information, Voicemail information. The Contractor shall perform this upgrade task in accordance with (IAW) the following Optional Tasks:

Deliverables:

A. As-Built Documentation Package

5.10.1 VS SYSTEM UPGRADE VISN 2 (Optional Task)

If this Optional Task is exercised Contractor shall complete tasks listed in section 5.10 VS System Upgrade. Upgrades shall be completed no later than six months after exercising this optional task. The Voice systems shall be upgraded to OEM specifications for the current hardware and software versions. The VISN 2 sites are identified in Attachment A.

5.10.2 VS SYSTEM UPGRADE VISN 7 (Optional Task)

If this Optional Task is exercised Contractor shall complete tasks listed in section 5.10 VS System Upgrade. Upgrades shall be completed no later than six months after exercising this optional task. The Voice systems shall be upgraded to OEM specifications for the current hardware and software versions. The VISN 7 sites are identified in Attachment A.

5.10.3 VS SYSTEM UPGRADE VISN 16 (Optional Task)

If this Optional Task is exercised Contractor shall complete tasks listed in section 5.10 VS System Upgrade. Upgrades shall be completed no later than six months after exercising this optional task. The Voice systems shall be upgraded to OEM specifications for the current hardware and software versions. The VISN 16 sites are identified in Attachment A.

5.10.4 VS SYSTEM UPGRADE VISN 19 (Optional Task)

If this Optional Task is exercised Contractor shall complete tasks listed in section 5.10 VS System Upgrade. Upgrades shall be completed no later than six months after exercising this optional task. The Voice systems shall be upgraded to OEM specifications for the current hardware and software versions. The VISN 19 sites are identified in Attachment A.

5.10.5 VS SYSTEM UPGRADE VISN 22 (Optional Task)

If this Optional Task is exercised Contractor shall complete tasks listed in section 5.10 VS System Upgrade. Upgrades shall be completed no later than six months after exercising this optional task. The Voice systems shall be upgraded to OEM specifications for the current hardware and software versions. The VISN 22 sites are identified in Attachment A.

5.10.6 ADDITIONAL SITES - OPENScape 4000 FOR SMALL, MEDIUM AND LARGE SITE ACTIVATION (Optional Task)

If this optional task is exercised by VA, the Contractor shall provide maintenance support for the new Atos/Unify/Siemens equipment as the initial Atos/Unify/Siemens warranty expires. The Contractor shall provide the maintenance required under PWS Sections 5.2 through 5.5, including all subparagraphs for all new sites. This optional task may be exercised any time during the task order period of performance. If exercised, the period of performance will align with the period of performance that it is exercised within. Work shall not commence until a task order modification has been executed by the CO.

Site Size	Site Specifications	Maximum number of Sites
Small	For a small site activation, the site might have the following types of equipment that shall be covered under the maintenance contract. <ul style="list-style-type: none">• Hipath Access Branch• Hipath Access SLA• Hipath Access SLO• Hipath PRI (2X T1 MOS)• Interallia SBX• Hipath Flex licenses up to 125 licenses• OpenScape Contact Center Enterprise Agent and/or Manager licenses up to 15 licenses• OpenScape Xpressions licenses up 100 licenses• Option for broken phone replacement	30
Medium	For a medium site activation, the site might have the following types of	5

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	<p>equipment that shall be covered under the maintenance contract.</p> <ul style="list-style-type: none"> • Hipath Branch • Hipath Access SLA Qty 2 • Hipath Access SLO • Hipath PRI (2X T1 MOS) • Intermedia 24 Port XMU • Hipath Flex licenses up to 500 licenses • OpenScape Contact Center Enterprise Agent and/or Manager licenses up to 50 licenses • OpenScape Xpressions licenses up 450 licenses • Option for broken phone replacement 	
Large	<p>For a large site activation the site might have the following types of equipment that shall be covered under the maintenance contract.</p> <ul style="list-style-type: none"> • Hipath Branch • Hipath Access SLA Qty 3 • Hipath Access SLO Qty 2 • Hipath PRI (2X T1 MOS) Qty 2 • Intermedia 40 Port XMU • Hipath Flex licenses up to 6000 licenses • OpenScape Contact Center Enterprise Agent and/or Manager licenses up to 250 licenses • OpenScape Xpressions licenses up 5000 licenses • Option for broken phone replacement 	1

5.10.7 ADDITIONAL SITES - OPENSCAPE VOICE FOR SMALL, MEDIUM AND LARGE SITE ACTIVATION (Optional Task)

If this optional task is exercised by VA, the Contractor shall provide maintenance support for the new Atos/Unify/Siemens equipment as the initial Atos/Unify/Siemens warranty expires. This optional task may be exercised on a quarterly basis during the base period of performance to maintain up the following equipment for the entire base period. If exercised, the period of performance will align with the period of performance that it is exercised within. Work shall not commence until a task order modification has been executed by the CO.

<u>Site Size</u>	<u>Site Specifications</u>	<u>Maximum number of Sites</u>
Small	<p>For a small site activation, the site might have the following types of equipment that shall be covered under the maintenance contract.</p> <ul style="list-style-type: none">• OpenScape Branch 50i (DP14T, A84, A024)• Mediatrix 4108-08• OpenScape Voice licenses up to 125 licenses• OpenScape Contact Center Enterprise Agent and/or Manager licenses up to 15 licenses• OpenScape Xpressions licenses up 100 licenses• Option for broken phone replacement	20
Medium	<p>For a medium site activation, the site might have the following types of equipment that shall be cover under the maintenance contract.</p> <ul style="list-style-type: none">• OpenScape Branch 500i (DP4, DP8)• Mediatrix 4124-24• OpenScape Voice licenses up to 500 licenses• OpenScape Contact Center Enterprise Agent and/or Manager licenses up to 50 licenses	5

	<ul style="list-style-type: none"> • OpenScape Xpressions licenses up 450 licenses • Option for broken phone replacement 	
Large	<p>For a large site activation, the site might have the following types of equipment that shall be cover under the maintenance contract.</p> <ul style="list-style-type: none"> • OpenScape Voice licenses up to 6000 licenses • OpenScape Contact Center Enterprise Agent and/or Manager licenses up to 250 licenses • OpenScape Xpressions licenses up 5000 licenses • Option for broken phone replacement 	1

5.10.8 OPENScape 4000 - FLEX LICENSES: UP TO 10,000 LICENSES (Optional Task)

If this optional task is exercised by VA, the Contractor shall provide maintenance support for the new Atos/Unify/Siemens equipment as the initial Atos/Unify/Siemens warranty expires. This optional task may be exercised on a quarterly basis throughout the life of the contract to maintain up to a total quantity of 10,000 additional licenses for the entire base period plus option years. If exercised, the period of performance will align with the period of performance that it is exercised within. Work shall not commence until a task order modification has been executed by the CO.

5.10.9 OPENScape XPRESSIONS LICENSES: UP TO 5,000 LICENSES (Optional Task)

If this optional task is exercised by VA, the Contractor shall provide maintenance support for the new Atos/Unify/Siemens equipment as the initial Atos/Unify/Siemens warranty expires. This optional task may be exercised on a quarterly basis throughout the life of the contract to maintain up to a total quantity of 5,000 additional licenses for the entire base period plus option years. If exercised, the period of performance will align with the period of performance that it is exercised within. Work shall not commence until a task order modification has been executed by the CO.

**5.10.10 OPENScape CONTACT CENTER ENTERPRISE AGENT AND/OR
MANAGER LICENSES: UP TO 2,000 LICENSES (Optional Task)**

If this optional task is exercised by VA, the Contractor shall provide maintenance support for the new Atos/Unify/Siemens equipment as the initial Atos/Unify/Siemens warranty expires. This optional task may be exercised on a quarterly basis throughout the life of the contract to maintain up to a total quantity of 2,000 additional licenses for the entire base period plus option years. If exercised, the period of performance will align with the period of performance that it is exercised within. Work shall not commence until a task order modification has been executed by the CO.

5.10.11 OPENScape VOICE: UP TO 15,000 LICENSES (Optional Task)

If this optional task is exercised by VA, the Contractor shall provide maintenance support for the new Atos/Unify/Siemens equipment as the initial Atos/Unify/Siemens warranty expires. This optional task may be exercised on a quarterly basis throughout the life of the contract to maintain up to a total quantity of 15,000 additional licenses for the entire base period plus option years. If exercised, the period of performance will align with the period of performance that it is exercised within. Work shall not commence until a task order modification has been executed by the CO.

5.10.12 SOFTWARE ASSURANCE (Optional Task)

The intention of this optional task is for maintaining system software at the current version as additional versions become available. This task would be exercised only when VA Atos/Unify/Siemens software is upgraded to the current version. If exercised, the period of performance will align with the period of performance that it is exercised within. Work shall not commence until a task order modification has been executed by the CO.

If this optional task is exercised by VA, the Contractor shall maintain the VA Atos/Unify/Siemens PBX peripheral system software licenses required to keep the PBX systems operational. The Contractor shall ensure the software licenses support the most current available version for sites not currently identified in Attachment B, to include Openscape 4000, OpenScape Voice Server (OSCC Base) and Agent (OSCC Agent), OpenScape Voice Dynamic User License, Openscape Contact Center Enterprise, Auto Attendant Interallia XMU and SBX, ACD, PhoneMail, Xpressions and Xpressions Auto Attendant. Software upgrades shall be coordinated with the VA Atos Consolidated Contract COR and the respective site prior to installation of any system upgrades.

5.11 ATOS/UNIFY/SIEMENS MAINTENANCE OPTIONS

The Contractor shall be required to supply on-site technicians in reference to section 4.2 of this TO during the base period. In regard to option periods, the Contractor shall supply on-site technicians upon VA exercising desired optional tasks.

5.11.1 MAINTENANCE SUPPORT Tier 2 (Optional Task)

The Contractor shall assign only Certified Technicians to perform all maintenance, and follow-on service under this TO, to include support of MACs (See Section 5.11.3 “Moves, Adds, and Changes”). The Contractor shall have, at a minimum, OEM certified technicians on-site 40 hours per week Monday through Friday at the following sites from the start of each respective optional task.

The Contractor shall record, by completion of the next business day of all MAC calls and service tickets in the OIT ticket management system.

5.11.2 MANUFACTURER’S SUPPORT Tier 2 (Optional Task)

The Contractor shall ensure on-site personnel are factory certified by Atos/Unify/Siemens approved training program and trained on all installed VS types at each of the VA sites identified in Attachment A. The Contractor shall provide certified technicians for on-site support at the locations identified in Attachment A that require on-site (working 40-hour work weeks)

Deliverable:

- A. OEM Certification

5.11.3 MOVES, ADDS & CHANGES (MACs) Tier 2 (Optional Task)

The Contractor shall perform all Moves, Adds and Changes (MACs) assigned under this TO at the facilities and associated remote sites listed in Attachment A where on-site contractors are located. The Contractor shall relocate, add or change ancillary VS equipment or software within the facilities due to movement of personnel. The Contractor shall initiate services within one (1) working day after receipt of a request from VA and complete the follow-on MAC work within three (3) business days of initiation.

The Contractor shall ensure that for all MAC calls, routine work order requests are generated and tracked by the OIT ticketing system.

The Contractor shall perform cross connections for cabling performed by VA within the existing Main Distribution Frame(s) (MDF) and Intermediate Distribution Frame(s) (IDF). The Contractor shall coordinate with the COR or Designated site POC for all work within

the MDF/IDF. All distribution frame maintenance and installation work performed by the Contractor shall be performed within National Electrical Code guidelines. Contractor shall perform asset tracking, distribution and configuration of all end user phones. Contractor shall also perform all basic troubleshooting and triaging of all UC related endpoints, systems and peripherals related to the VS. Contractor shall perform and labeling and documentation of all UC related equipment, circuits, racks, cables, etc. The Contractor shall perform basic adds and changes to voicemail boxes and ACD agents.

5.11.4 TECHNICIAN TRAINING (Optional Task)

The On-Site Contractor shall be responsible for provide training to designated on-site VA representative(s), up to 10 participants. This training shall include but not limited to knowledge transfer of all on-site related information, cabling terminations, MAC tech work, and all telephony documentation. The Contractor shall also provide training through hands-on assistance, basic technical troubleshooting, testing and installation of the VS to designated VA representative(s). The Contractor shall also provide a training ledger of all personal that have been trained in above tasks. Proficiency of training received by the VA representative(s) is to be verified by the Unified Communications Infrastructure Support (UCIS) Atos/Unify/Siemens team members.

Deliverable:

- A. Training Ledger

5.11.5 VISN 2 ON-SITE TECHNICIAN - TIER 2 (Optional Task)

If this task is exercised the Contractor shall perform all tasks listed in section 5.11.1 through 5.11.4 within the VISN 2 place of performance in Attachment A. COR shall coordinate the place of performance with VISN 2 area for the on-site contractor and will communicate this to the contract holder at the time this Optional Task is exercised. The Contractor shall provide one (1) on-site technician each time this optional task is exercised for no less than 6 months under this TO shall be performed in VA facilities identified in Attachment A as VISN 2 facilities. Work may be performed at remote locations with prior concurrence from the Contracting Officer's Representative (COR). Refer to Attachment A for Place of Performance. The Contractor shall have, at a minimum, OEM certified technicians on-site 40 hours per week Monday through Friday at the following sites from the start of each respective period of performance. If the additional technician option is exercised the contractor will have 30 days to have a technician onsite from the time the option is executed.

5.11.6 VISN 7 ON-SITE TECHNICIAN - TIER 2 (Optional Task)

If this task is exercised the Contractor shall perform all tasks listed in section 5.11.1 through 5.11.4 within the VISN 7 place of performance in Attachment A. COR shall coordinate the place of performance with VISN 7 area for the on-site contractor and will

communicate this to the contract holder at the time this Optional Task is exercised. The Contractor shall provide one (1) on-site technician each time this optional task is exercised for no less than 6 months under this TO shall be performed in VA facilities identified in Attachment A as VISN 7 facilities. Work may be performed at remote locations with prior concurrence from the Contracting Officer's Representative (COR). Refer to Attachment A for Place of Performance. The Contractor shall have, at a minimum, OEM certified technicians on-site 40 hours per week Monday through Friday at the following sites from the start of each respective period of performance. If the additional technician option is exercised the contractor will have 30 days to have a technician onsite from the time the option is executed.

5.11.7 VISN 16 ON-SITE TECHNICIAN - TIER 2 (Optional Task)

If this task is exercised the Contractor shall perform all tasks listed in section 5.11.1 through 5.11.4 within the VISN 16 place of performance in Attachment A. COR shall coordinate the place of performance with VISN 16 area for the on-site contractor and will communicate this to the contract holder at the time this Optional Task is exercised. The Contractor shall provide one (1) on-site technician each time this optional task is exercised for no less than 6 months under this TO shall be performed in VA facilities identified in Attachment A as VISN 16 facilities. Work may be performed at remote locations with prior concurrence from the Contracting Officer's Representative (COR). Refer to Attachment A for Place of Performance. The Contractor shall have, at a minimum, OEM certified technicians on-site 40 hours per week Monday through Friday at the following sites from the start of each respective period of performance. If the additional technician option is exercised the contractor will have 30 days to have a technician onsite from the time the option is executed.

5.11.8 VISN 19 ON-SITE TECHNICIAN - TIER 2 (Optional Task)

If this task is exercised the Contractor shall perform all tasks listed in section 5.11.1 through 5.11.4 within the VISN 19 place of performance in Attachment A. COR shall coordinate the place of performance with VISN 19 area for the on-site contractor and will communicate this to the contract holder at the time this Optional Task is exercised. The Contractor shall provide one (1) on-site technician each time this optional task is exercised for no less than 6 months under this TO shall be performed in VA facilities identified in Attachment A, as VISN 19 facilities. Work may be performed at remote locations with prior concurrence from the Contracting Officer's Representative (COR). Refer to Attachment A for Place of Performance. The Contractor shall have, at a minimum, OEM certified technicians on-site 40 hours per week Monday through Friday at the following sites from the start of each respective period of performance. If the additional technician option is exercised the contractor will have 30 days to have a technician onsite from the time the option is executed.

5.11.9 VISN 22 ON-SITE TECHNICIAN - TIER 2 (Optional Task)

If this task is exercised the Contractor shall perform all tasks listed in section 5.11.1 through 5.11.4 within the VISN 22 (Tucson) place of performance in Attachment A. COR shall coordinate the place of performance with VISN 22 (Tucson) area for the on-site contractor and will communicate this to the contract holder at the time this Optional Task is exercised. The Contractor shall provide one (1) on-site technician each time this optional task is exercised for no less than 6 months under this TO shall be performed in VA facilities identified in Attachment A, as VISN 22 facilities. Work may be performed at remote locations with prior concurrence from the Contracting Officer's Representative (COR). Refer to Attachment A for Place of Performance. The Contractor shall have, at a minimum, OEM certified technicians on-site 40 hours per week Monday through Friday at the following sites from the start of each respective period of performance. If the additional technician option is exercised the contractor will have 30 days to have a technician onsite from the time the option is executed.

5.11.10 DEFECTIVE PHONE REPLACEMENT (Optional Task)

If this optional task is exercised by VA, the Contractor shall provide Atos/Unify/Siemens certified replacement phones of the same model, and type (analog, digital, or IP), on a one for one basis for defective phones used at the site. This includes phones, handsets, handset cords, and line cords.

5.12 OPTION PERIODS

5.12.1 OPTION PERIOD 1

If Option Period One is exercised by VA, all tasks and deliverables in the following sections and their sub-sections shall apply:

1. Section 5.1 Project Management
2. Section 5.2 Quality Assurance
3. Section 5.3 Maintenance Support
4. Section 5.4 Operational Support
5. Section 5.5 Routine and Preventative Maintenance Service
6. Section 5.6 Scheduled Downtime Planning
7. Section 5.7 Substitution of Equipment
8. Section 5.8 Certificate of Maintainability
9. Section 5.9 Training
10. Optional Task: Section 5.10 VS System Upgrade
11. Optional Task: Section 5.11 ATOS/Unify/Siemens Maintenance Options

5.12.1 OPTION PERIOD 2

If Option Period Two is exercised by VA, all tasks and deliverables in the following sections and their sub-sections shall apply:

1. Section 5.1 Project Management
2. Section 5.2 Quality Assurance
3. Section 5.3 Maintenance Support
4. Section 5.4 Operational Support
5. Section 5.5 Routine and Preventative Maintenance Service
6. Section 5.6 Scheduled Downtime Planning
7. Section 5.7 Substitution of Equipment
8. Section 5.8 Certificate of Maintainability
9. Section 5.9 Training
10. Optional Task: Section 5.10 VS System Upgrade
11. Optional Task: Section 5.11 ATOS/Unify/Siemens Maintenance Options

5.12.2 OPTION PERIOD 3

If Option Period Three is exercised by VA, all tasks and deliverables in the following sections and their sub-sections shall apply:

1. Section 5.1 Project Management
2. Section 5.2 Quality Assurance
3. Section 5.3 Maintenance Support
4. Section 5.4 Operational Support
5. Section 5.5 Routine and Preventative Maintenance Service
6. Section 5.6 Scheduled Downtime Planning
7. Section 5.7 Substitution of Equipment
8. Section 5.8 Certificate of Maintainability
9. Section 5.9 Training
10. Optional Task: Section 5.10 VS System Upgrade
11. Optional Task: Section 5.11 ATOS/Unify/Siemens Maintenance Options

5.12.3 OPTION PERIOD 4

If Option Period Four is exercised by VA, all tasks and deliverables in the following sections and their sub-sections shall apply:

1. Section 5.1 Project Management
2. Section 5.2 Quality Assurance
3. Section 5.3 Maintenance Support
4. Section 5.4 Operational Support
5. Section 5.5 Routine and Preventative Maintenance Service
6. Section 5.6 Scheduled Downtime Planning
7. Section 5.7 Substitution of Equipment
8. Section 5.8 Certificate of Maintainability
9. Section 5.9 Training
10. Optional Task: Section 5.10 VS System Upgrade

11. Optional Task: Section 5.11 ATOS/Unify/Siemens Maintenance Options

6.0 GENERAL REQUIREMENTS

6.1 PERFORMANCE METRICS

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

Performance Objective	Performance Standard	Acceptable Levels of Performance
A. Technical / Quality of Product or Service	<ol style="list-style-type: none">1. Shows understanding of requirements2. Efficient and effective in meeting requirements3. Meets technical needs and mission requirements4. Provides quality services/products	Satisfactory or higher
B. Project Milestones and Schedule	<ol style="list-style-type: none">1. Quick response capability2. Products completed, reviewed, delivered in accordance with the established schedule3. Notifies customer in advance of potential problems	Satisfactory or higher
C. Cost & Staffing	<ol style="list-style-type: none">1. Currency of expertise and staffing levels appropriate2. Personnel possess necessary knowledge, skills and abilities to perform tasks	Satisfactory or higher
D. Management	<ol style="list-style-type: none">1. Integration and coordination of all activities to execute effort	Satisfactory or higher

The COR will utilize a Quality Assurance Surveillance Plan (QASP) throughout the life of the TO 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 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.

6.2 SECTION 508 – ELECTRONIC AND INFORMATION TECHNOLOGY (EIT) STANDARDS

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.

The following Section 508 Requirements supersede Addendum A, Section A3 from the T4NG Basic PWS.

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>. 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

6.2.1 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.

6.2.2 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.

6.2.3 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.

Deliverable:

- A. Final Section 508 Compliance Test Results

6.3 ENTERPRISE AND IT FRAMEWORK

The Level of Assurance (LOA) requirement, in reference to the HSPD-12 Identity and Access Management PIV requirements set forth in the second paragraph of Section 3.8 of the T4NG Basic PWS, is LOA-3 for this specific TO.

ADDENDUM B

VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE,
VA HANDBOOK 6500.6, APPENDIX C, MARCH 12, 2010

B.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.

B.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 (e.g. Business Associate Agreement, Section 3G), the Contractor/Subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.

e. The Contractor or Subcontractor must notify the 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.

B.3 VA INFORMATION CUSTODIAL LANGUAGE

a. 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).

b. 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's information is returned to VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct onsite 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.

c. 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.

d. 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 the 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.

e. 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.

f. 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.

g. 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.

h. 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.

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

j. 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's 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.

k. 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 contracting officer for response.

I. 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.

B.4 INFORMATION SYSTEM DESIGN AND DEVELOPMENT

This section is not required.

B.5 INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE

This section is not required.

B.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 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.

B.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. 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.

B.8 SECURITY CONTROLS COMPLIANCE TESTING

This section is not required.

B.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) Successfully complete the *VA Privacy and Information Security Awareness and Rules of Behavior* course (TMS #10176) and annually complete this required privacy and security training; 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 the appropriate VA Privacy training and annually complete required privacy training;
 - 3) 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 contracting officer 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 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 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.