

## Performance Work Statement

### Artwork

Department of Veterans Affairs  
Southeast Louisiana Veterans Health Care System  
2400 Canal Street, New Orleans, LA. 70119

November 30, 2015

#### 1. INTRODUCTION:

This Performance Work Statement describes the requirement for procurement, assembly, framing, delivery and installation of artwork for several buildings of the Department of Veterans Affairs, 2400 Canal St. New Orleans, Louisiana 70119 medical campus. This artwork shall support the facility currently known as The Southeast Louisiana Veterans Health Care System (SLVHCS). All work shall be performed and placed in the following buildings: Diagnostic and Treatment, Inpatient, Outpatient, Transitional Living, Research, Central Energy Plant (CEP), Shot Gun Houses and the Concourse (See Attachment 1 Site Map).

#### 2. OVERVIEW:

2.1.1 This project shall consist primarily of providing art design services including but not limited to original artwork, prints and photography, including procurement, framing, delivery, and installation for the buildings stated above (Attachment 1 Site Map) of the Department of Veterans Affairs SLVHCS Hospital campus located at 2400 Canal St. New Orleans, Louisiana 70119. This artwork will be placed and mounted in eight buildings within the complex as specified. The requirement is for approximately 1,086 pieces of art and 664 pieces of Master Plan Artwork and 256 pieces of Artwork that only require installation. The artwork is destined for eight buildings varying in theme per building (See Attachments 2 – 9).

2.1.2 This project shall consist primarily of procuring specified artwork consisting of reproductions, originals, prints and photography, with varying themes and artists, some including historical imagery of the area for Department of Veterans Affairs in New Orleans, La. The artwork is indicated in attachments 2 through 9 indicating the scope of the project and locations of installation and placement. There is also a requirement in the Concourse for custom artwork or artwork where the actual image selection, visual material, installation hardware, production techniques, color palette, and layout shall be designed by the procuring art consultant with consultation and input and approved by the VA Government Contracting Officer Representative (COR). Further, this project involves procurement, delivery, assembly, installation, securing and inspection of all artwork listed. Artwork for all buildings including the concourse will require project management, assessment, analysis, communication and close coordination and consultation with VA COR to ensure their vision becomes a reality. Additionally, 256 art pieces require only installation. Master Plan pieces shall be selected by the Contractor and VA COR to coordinate with themes per building.

#### 2.2. SCOPE:

2.2.1 The project consists of Artwork for eight buildings with locations, types and sizes detailed in attachments 2 through 9. Final size and required resolution shall be confirmed by the Contractor with the Artist and approved by the Contract Officer's Representative (COR) prior to order placement. In the event that a predetermined item is unavailable an "or equal" submission shall be submitted to the COR for review and approval.

2.2.2 This procurement includes but is not limited to the items listed as follows:

1) Artwork

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- 2)High Resolution Printing
- 3)Mounting, Framing, Matting, and Glazing
- 4)Security Mounting Hardware
- 5)Installation

2.2.3 All predetermined artwork has been selected by art piece and artist and must meet all specifications as defined in this section and in accordance with each PWS attachment. Conceptual artwork or artwork that has not been preselected shall adhere to the thematic approach and prohibited artwork. The Contractor shall submit the proposed artwork to the COR for review and approval.

2.2.4 The VA COR shall be notified of any dimensions that may vary from the specified item for approval.

2.2.5 The Contractor shall furnish all supplies, equipment, facilities and services required to perform the service under this contract. The Contractor shall perform all work in accordance with this Performance Work Statement to include the Artwork Procurement, Framing, Mounting Hardware, and Installation.

### 2.2.6 PRE-INSTALLATION MEETINGS / FIELD VERIFICATION:

A meeting shall be held 2 weeks prior to start of installation per building, refer to the Phasing schedule in Section 3.1. Placement/installation locations of each piece of artwork are shown on the specification page of each piece of art in the PWS attachments and Attachment 8 "Art Location Master Plans". NOTE: All sizes, mounting application/installation, and finishes must be field verified and approved before order is placed. Contractor shall submit samples of all frames, matting, glazing, paper, canvas, and mounting hardware for review and approval. Contractor shall label each art piece according to the location information given on each specification cut sheet.

### 2.2.7 KEY PERSONNEL:

#### Project Manager:

- a. Minimum of 3 years of experience
- b. Project manager must be on site during all installations and installation related activities.

### 2.2.8 PREDETERMINED ARTWORK:

2.2.8.1 The below stated buildings, para. 2.2.6.2 - 8 involve predetermined artwork with description and artist, supplies a picture of the artwork, media type, size, matted size, mounting, mounting hardware, glazing needed for the installation (if applicable), frame, frame type, size, and location of where the art piece will be installed in the SLVHCS medical center. The contractor shall procure the images (or acquire the original art piece where specified) and place in the proper medium (as specified on each specification sheet), to include all framing, matting, and secure the artwork until it is installed. The contractor shall use the specified installation method to install each art piece to the wall location specified in the PWS attachments with security hardware. Contractor is responsible for securing (security) all art pieces and materials until the artwork is installed to its specified location and until accepted and received by the Government COR.

2.2.8.2 Diagnostic and Treatment (D&T) Building: Specified Artwork Pieces, see "PWS ATTACHMENT 2 – D&T Building Artwork". The artwork theme for this location is "Emblematic Landscapes" and

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includes artwork depicting food, foliage, and landscapes with a total of 175 pieces of artwork and 240 Master Plan pieces of artwork.

- 2.2.8.3 Outpatient Building: Specified Artwork Pieces, see “PWS ATTACHMENT 3 -- Outpatient Building Art Specs”. The artwork theme for this location is “Comradery”. It includes scenes of Military culture, flowers, and landscapes and includes 518 pieces of artwork and 169 Master Plan pieces of artwork.
- 2.2.8.4 Inpatient Building: Specified Artwork Pieces, see “PWS ATTACHMENT 4 – Inpatient Building Artwork”. The artwork theme for this location is “Legacy and Heritage”. It includes pictures of landscapes, flowers, foliage, musical instruments, and architecture indigenous to Louisiana and includes a total of 226 pieces of artwork and 102 Master Plan pieces of artwork.
- 2.2.8.5 Transitional Living and Rehabilitation: Specified Artwork Pieces, see “PWS ATTACHMENT 5 – Transitional Living Artwork”. The artwork theme for this location is “Water”. It includes pictures of watery landscapes, flowers, foliage, and boat scenes indigenous to Louisiana, with a total of 161 pieces of artwork and 24 Master Plan pieces of artwork.
- 2.2.8.6 Research Building: Specified Artwork Pieces, see “PWS ATTACHMENT 6 – Research Building Artwork”. The artwork theme for this location is “Dixie”. It includes pictures of the abandoned USA Dixie Brewery, and consists of a total of 6 pieces of artwork and 98 Master Plan pieces of artwork.
- 2.2.8.7 Central Energy Plant (CEP): The CEP will have a total of eleven (11) Master Plan artwork pieces procured and installed. See PWS Attachment 8. Pieces have not been predetermined, the contractor shall provide images for review and approval to the COR. Framed prints may be selected from specified images with the Contractor and COR prior to order placement.
- 2.2.8.8 Shot Gun Houses: Shot Gun Houses will have a total of twenty (20) Master Plan artwork pieces procured and installed. See PWS Attachment 8. Pieces have not been predetermined, the contractor shall provide images for review and approval to the COR. Framed prints may be selected from specified images with the Contractor and COR prior to order placement.

### 2.2.9 CONCEPTUAL ARTWORK:

- 2.2.9.1 The locations, artwork types, sizes, with conceptual brief, panel system (basis of design), panel size, medium/substrate, mounting and installation, design and organization of visual content, can be found in PWS Attachment 7. Actual image selection, visual material, installation hardware, production techniques, color palette, copy writing and layout shall be designed by procuring art consultant with input from and approved by the COR.
- 2.2.9.2 The Contractor will be responsible for commissioning a professional photographer to obtain specific and local images that represent the design intent. The Contractor must submit photographer’s resume and body of work for approval from COR before coordination of work is to begin. Please refer to section “Potential Commission Photographer” for reference of artists that meet the criteria for quality of work. The Contractor may make additional recommendation of photographers for consideration.
- 2.2.9.3 Conceptual Artwork Deliverables: The contractor shall develop the design concepts detailed below and present to the COR 4 weeks after award. The Government has one week to review the designs and provide comments. The Contractor has 2 weeks to revise the design and resubmit for review. The Government has one week to review and give final approval.

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2.2.9.3 Concourse: Refer to “PWS ATTACHMENT 7” – There are forty total pieces of artwork “panels” in the Concourse, which extends between several buildings. The artwork is a mix of conceptualized photographic mural pieces of various sizes. The concourse artwork panels are as follows:

- 2.2.9.3.1 VA Legacy In The Region: North Concourse Level 1. Seven Panel coverage of printed background material with imagery and copy to represent rich history of the VA in the Region and visual evolutionary
- 2.2.9.3.2 Commendation Traditions in the US Military: Central Concourse Level 1. Eight panel coverage of printed background material with imagery and copy to represent the Commendation Traditions in the US Military.
- 2.2.9.3.3 The US Military Uniforms: South Concourse Level 1. Four panel coverage of printed background material with imagery and copy to represent the US Military Uniform Tradition.
- 2.2.9.3.4 US Military Branches Regimental Colors and Louisianan Based Units: North Concourse Level two. Eight panel coverage of printed background material with imagery and copy to celebrate the Military Institution and its Communities through a graphic installation focused around the Regimental Colors of the five Branches of the US Military and official insignias of different Louisiana based units supporting each one of those branches.
- 2.2.9.3.5 US Military Branches Regimental Colors and Louisianan Based Units: Central Concourse Level 2. Eight panel coverage of printed background material with imagery and copy to celebrate the Military Institution and its Communities through a graphic installation focused around the Regimental Colors of the five Branches of the US Military and official insignias of different Louisiana based units supporting each one of those branches.
- 2.2.9.3.6 Region’s Rich Military History: North Concourse and Central Concourse Level 3. Thirteen panel coverage of printed background material with imagery and copy to celebrate the region’s rich military history by showcasing significant military forts and battleground landmarks of the Southeast Louisiana region through a series of photographic “panoramic visuals”

### 2.2.10 GOVERNMENT FURNISHED ARTWORK:

- 2.2.10.1 The Contractor must install the Government furnished artwork per the location plans.
- 2.2.10.2 The Contractor shall provide the security hardware for the Government furnished artwork, as specified in section 2.2.11.3.

### 2.2.11 ARTWORK PRODUCTION REQUIREMENTS:

- a. ALL Prints shall meet industry standards for a Giclee.
- b. Resolution – Minimum 300 DPI (dots per inch)
- c. Mounting – ALL Giclees printed on archival grade paper shall be vacuum-mounted to 3/16 inch minimum acid-free foam core.
- d. Paper – Archival grade, acid free, pH-neutral, 100% cotton.

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- e. Canvas – Archival grade, acid-free, pH-neutral, water-resistant, 21 mil poly-cotton blend, and textured canvas. Printed with UV protected inks. Coated with Premier Art ECO Print Shield (certified by Wilhelm Research) or EQUAL.
- f. Matting – PH neutral, acid-free, lignin-free, 100 % cotton core and backing museum grade conservation board 45 degree beveled edges. Manufacturer: Crescent; Color: 1610 White; Size: 2” wide or EQUAL

### 2.2.11.1 Framing:

#### a. Wrapped Canvas in Floater Frame:

- Canvas Outer Frame: Canvas shall be secured in Floater Frame with concealed countersunk screws. A 1/4” reveal shall be provided on all sides between the canvas and frame. Painted Solid wood frame with warm silver outer side and face and soft black interior paint; Manuf.: Omega Moulding; Item #80638; Size: 1 3/4” wide x rabbet depth of 2 1/4” x 3/8” wide outer edge or EQUAL.
- Canvas Structural Frame: Canvas shall be stretched over a solid wood frame of stretcher bars with minimum 3/4” face width and 2” depth. Provide support bars in center for pieces over 18 inches x 24 inches. Solid wood bracing for corners shall be provided. Edges of wrapped canvas shall be finished.

- b. Giclee Print Frame: Manuf.: Studio Moulding; Style: 30220 Kota II (Solid Wood); Color: Coffee Brown; Size: 1 3/4” wide x 3/4” thick or EQUAL.
- c. Wrapped Canvas without frame: Canvas shall be stretched over a solid wood frame of stretcher bars with minimum 3/4” face width and 2” depth. Provide support bars in center for pieces over 18 inches x 24 inches. Solid wood bracing for corners shall be provided. Edges of wrapped canvas shall be painted black.

### 2.2.11.2 Glazing:

- a. The Contractor shall provide a minimum .118 inch thick framing grade shatter resistant acrylic with museum grade UV protection.

### 2.2.11.3 Hardware:

- a. Three point T-Screw Security Hanger System with built in leveling adjustments and special lock wrench.

## 2.2.12 Prohibited Artwork:

- a. Photography of an amateur nature (e.g.: snapshots, personal pictures of public events, etc.)
- b. Images of tombs, grave sites, and mausoleums.
- c. Images of signage, unless relevant to the Subject of the Composition.
- d. Images of vehicles and people not relevant to the Subject of the Composition.
- e. Strong abstract images, harsh colors, strong lines, and surreal images are prohibited.

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- f. Scenes of or references to violence are prohibited.
- g. Images containing nudity are prohibited.
- h. Figurative work that portrays a negative message of sadness, depression, or loneliness is prohibited.
- i. Vicious animal images or those of animals staring directly at viewer are prohibited.
- j. Graphic hunting scenes are prohibited.
- k. Optical art is prohibited.
- l. The SLVHCS COR Interior Designer reserves the right to final approval of all artwork.

### 2.3 DELIVERY AND INSTALLATION GUIDELINES:

#### 2.3.1 DELIVERY

- 2.3.1.1 Delivery, Set-up, and Installation shall be coordinated with a SLVHCS Contract Officer Representative (COR). See Section 3.1 for delivery dates. Be aware of site-specific protocols for badging, escort, and hours for delivery and field operations, stated in sections below – when considering your delivery and install cost.
- 2.3.1.2 Contractor shall review all items needed for this project with the SLVHCS COR to ensure all items requested on the project are included and final placement is correct prior to installation.
- 2.3.1.3 Installation shall be scheduled per building. Each building shall be coordinated with COR.
- 2.3.1.4 Delivery space and path of travel may be considered a construction zone. Contractor must follow all OSHA required safety regulations. All OSHA required Personal Protective Equipment (PPE) shall be worn including, but not limited to, hard hat, safety glasses and safety vests. PPE is not provided by the Government.

#### 2.3.2 INSTALLATION

- 2.3.2.1 Contractor shall reference Attachments 1 thru 9 for building and room locations and section 3.1 for installation start dates by building.
- 2.3.2.2 Contractor shall install Artwork according to manufacturer's written instructions to assure proper operation and clean the Artwork surfaces after installation, according to manufacturer's written instructions.
- 2.3.2.3 Contractor shall not install Artwork until spaces are enclosed and weatherproof, wet work in spaces is complete and dry, work above ceilings is complete and ambient temperature and humidity conditions maintained at the levels indicated for Project when occupied for its intended use.
- 2.3.2.4 The Contractor shall remove all related shipping debris and clean-up any other debris associated with delivery and installation of the specified items. Contractor shall remove all packaging from the SLVHCS premises. The Contractor shall be responsible for any damage to the building that occurs due to Contractor error or neglect.
- 2.3.2.5 Delivery and unloading shall be at the loading docks off Tulane Ave. between South Galvez and Rocheblave. Two Service Elevators will be available for delivery of products. Elevators may be

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share with other contractors. Each elevator size will have a 72" wide door opening X 97 ½" wide clear interior opening X 148" depth clear interior opening X 96" high clear opening. The contractor shall protect the interior of the elevator in order to prevent damage to the interior walls of the elevator.

- 2.3.2.6 Reference "PWS Attachment 1, Site Plan", for building locations and travel distance for delivery and installation. The travel distance from the loading dock to the front of the campus is approximately 1,100 Linear Feet and is considered a construction site.
- 2.3.2.7 The contractor shall coordinate all deliveries, staging areas, installations, and parking arrangements with the COR. Deliver artwork only when the site and mounting services are ready for installation work to proceed.
- 2.3.2.8 All artwork shall be secured to wall utilizing a T-screw locking system.
  - a. Final location of artwork shall be coordinated and confirm with COR during pre-installation conference.
  - b. All artwork shall be installed level and aligned along top edge.
  - c. Installation height above finished floor shall be coordinated with COR during pre-installation conference.
- 2.3.2.9 Delivery, final artwork placement, and installation shall be coordinated with the SLVHCS COR.

### 2.3.3 INSTALLATION SCHEDULE

- 2.3.3.1 Contractor shall develop an installation schedule, which shall include installation and inspection of the specified item as well as a final walk through with the COR in coordination with the COR. The contractor shall provide the installation schedule within 10 business days of award for COR final approval.
- 2.3.3.2 The installation shall be completed in the buildings specified.

### 2.4 SITE CONDITIONS:

- 2.4.1 There shall be no smoking, eating, or drinking inside the hospital or on the hospital campus at any time.

## 3. PERIOD OF PERFORMANCE AND WORKING HOURS:

- 3.1 All work must be initiated and completed between 15 August 2016 and 16 June 2017

Phasing Shall be as follows:

- 1. CEP – Starting 8/15/16 (2 work days)
- 2. INP – Starting 8/17/16 (15 work days)
- 3. TL – Starting 9/7/16 (5 work days)
- 4. OUT – Starting 9/14/16 (18 work days)
- 5. D&T – Starting 10/10/16 (12 work days)
- 6. Concourse – Starting 10/26/16 (5 work days)

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7. Houses – Starting 1/25/17 (2 work days)

8. Research – Starting 6/5/17 (4 work days)

3.2 All work shall be completed between 7:00 a.m. and 6:00 p.m. Monday – Friday. All federal holidays, excluded. All federal holidays, excluded. Federal holidays are available at the Federal Holiday OPM Site.

### 4. INSPECTION AND ACCEPTANCE:

4.1 The Contractor shall conduct a joint inspection with the COR once all Artwork has been installed. The COR shall inspect all phases of delivery and installation and provide a punch list of any and all missing or damaged products.

4.2 Contractor shall provide dates of completion of punch list items and replacement parts and/or short ship items from the manufacturer(s).

4.3 The COR shall ensure all work is completed satisfactorily prior to acceptance. Disputes shall be resolved by the Contracting Officer.

### 5. DELIVERY/STORAGE REQUIREMENTS:

5.1 Deliver materials to job in manufacturer's original sealed containers with brand name marked thereon.

5.2 Package to prevent damage or deterioration during shipment, handling, storage and installation. Maintain protective covering in place and in good repair until removal is necessary.

5.3 Deliver specified items only when the site is ready for installation work to proceed.

5.4 Store products in dry condition inside enclosed facilities.

5.5 The Contractor shall coordinate this ordering arrangement at order placement with the COR.

5.6 Any government requested delayed delivery up to 90 days after initial negotiated delivery date, shall be at no additional cost to the Government.

5.7 A pre-delivery meeting will be conducted 60 days prior to initial negotiated delivery date for verification of delivery and installation dates.

### 6. DELIVERABLES:

6.1 Maintenance Data: Provide data for cleaning and maintaining artwork, framing, display system, and hardware.

6.2 Special Lock Wrench: Provide 20 wrenches to the Government.

### 7. FIELD VERIFICATION & COMPLETION WALK-THRU:

7.1 Contractor must attend all field verifications walk-thru and be present at final inspections upon completion of the job.

### 8. PROTECTION OF PROPERTY

8.1 Contractor shall protect all items from damage. The Contractor shall take precaution against damage to the building(s), grounds and furnishings. The Contractor shall repair or replace any items related to building(s) or grounds damaged accidentally or on purpose due to actions by the Contractor.

8.2 The Contractor shall perform an inspection of the building(s) and grounds with the COR prior to commencing work. To insure that the Contractor shall be able to repair or replace any items, components, building(s) or



grounds damaged due to negligence and/or actions taken by the Contractor. The source of all repairs beyond simple surface cleaning is the facility construction contractor (or appropriate subcontractor), so that building warranty is maintained. Concurrence from the VA Facilities Management POC and COR is required before the Contractor may perform any significant repair work. In all cases, repairs shall utilize materials of the same quality, size, texture, grade, and color to match adjacent existing work.

- 8.3 The Contractor shall be responsible for security of the areas in which the work is being performed prior to completion.
- 8.4 Contractor shall provide floor protection while working in all VA facilities. All material handling equipment shall have rubber wheels.

## 9. SECURITY REQUIREMENTS

### 1. SECURITY CLAUSE:

***"A&A requirements do not apply--Security Accreditation Package is not required".***

### 2. 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 the 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 the 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 the 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,

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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 BAA must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, Business Associate Agreements. Absent an agreement to use or disclose protected health information, there is no business associate relationship.

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.

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

The options are:

(1) Vendor must accept the system without the drive;

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(2) VA's initial medical device purchase includes a spare drive which must be installed in place of the original drive at time of turn-in; or

(3) VA must reimburse the company for media at a reasonable open market replacement cost at time of purchase occur that may

(4) Due to the highly specialized and sometimes proprietary hardware and software associated with medical equipment/systems, if it is not possible for the VA to retain the hard drive, then;

(a) The equipment vendor must have an existing BAA if the device being traded in has sensitive information stored on it and hard drive(s) from the system are being returned physically intact;

(b) Any fixed hard drive on the device must be non-destructively sanitized to the greatest extent possible without negatively impacting system operation. Selective clearing down to patient data folder level is recommended using VA approved and validated overwriting technologies/methods/tools. Applicable media sanitization specifications need to be preapproved and described in the purchase order or contract.

(c) A statement needs to be signed by the Director (System Owner) that states that the drive could not be removed and that (a) and (b) controls above are in place and completed.

The ISO needs to maintain the documentation.

### **3. 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 COTR 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.

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

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

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

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

(1) Nature of the event (loss, theft, unauthorized access);

(2) Description of the event, including:

(a) Date of occurrence;

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

(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); VA information, obtain monetary or other

(8) Known misuses of data containing sensitive personal information, if any;

(9) Assessment of the potential harm to the affected individuals;

(10) Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate; and

(11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

d. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the 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.

## 5. **CONFIDENTIALITY AND NONDISCLOSURE**

It is agreed that:

a. The preliminary and final deliverables and all associated working papers, application source code, and other material deemed relevant by the VA which have been generated by the contractor in the performance of this task order are the exclusive property of the U.S. Government and shall be submitted to the CO at the conclusion of the task order.

b. The CO will be the sole authorized official to release verbally or in writing, any data, the draft deliverables, the final deliverables, or any other written or printed materials pertaining to this task order. No information shall be released by the contractor. Any request for information relating to this task order presented to the contractor shall be submitted to the CO for response.

c. Press releases, marketing material or any other printed or electronic documentation related to this project, shall not be publicized without the written approval of the CO.

## 10. WARRANTY & REPAIRS

10.1 All specified product(s) shall be under standard manufacture's warranties.

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- 10.2 Contractor must respond and provide a report for service and warranty repair request within a 24 hours of notification for COR review and approval. COR will provide review within 24 hours of receipt of report. Contractor must coordinate with the COR the service or warranty repair service 3 days prior to start of service.

### 11. QUALITY ASSURANCE:

- 11.1 Performance Requirements Table. This PWS not only discusses work to be performed, but also contains performance standards and acceptable performance levels (APL). Performance standards are "tools" the government uses to measure level of performance. A standard is an optimum performance level against which actual performance can be measured or evaluated. For example, in the statement "complete a service call in 24 hours" the standard is 24 hours. The number of days actually taken to finish this task is the performance indicator, which determines if the work performed was below, met, or exceeded the standard. Developing accurate performance standards is crucial to ensuring that the actual performance received, regardless of the service provider, meets the requirements of the Performance Work Statement. This PWS includes performance standards for each of the Functional Areas of the PWS. The performance standards provided with this PWS seek to state the characteristics of properly completed outputs. Each performance standard contains standards for both quality and timeliness.
- 11.2 Quality Assurance. The COR will inspect for compliance with Contract terms throughout the Contract period. Evaluation will be based on the Contractor's compliance with the requirements set forth in the Performance Requirements Summary (PRS). The Government will monitor the Contractor's performance under this Contract by performing surveillance using the PRS. The PRS is used primarily to determine if the Contractor is performing all required outputs. The PRS also indicates for contractors the importance of each required service.

### 11.3 PERFORMANCE REQUIREMENTS SUMMARY TABLE:

Performance Standard	PWS Paragraph	Performance Threshold	Surveillance Method	Frequency
1) Quality Control - Submissions	2.2	No unapproved submissions	Random Sampling, Unscheduled Inspections	Every three (3) months
2) Delivery – delivery time met expectations and was unloaded by appropriate contractor personnel using appropriate equipment without damage.	2.3	No more than one (1) late delivery.	COR review of performance records	Every three (3) months
3) Installation/ Removal – product was uncrated and installed per manufacturer's instructions and per customer's approved layout within the allotted time frame and all trash is removed daily.	2.3	No more than one (1) incorrect installation.	COR review of performance records	Every three (3) months

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4) Acceptance – All punch list items have been remedied and all product is in proper working condition.	4	No more than one (1) unresolved punch list instance after 60 calendar days.	COR review of performance records	Every three (3) months
5) Warranty Items – All items under warranty shall be responded to and a report for service and warranty repair request shall be provided within 24 hours of notification.	10	No more than one (1) warranty response over 24 hours. Zero (0) warranty responses over 48 hours.	COR review of performance records	Every three (3) months

12. LIST OF ATTACHMENTS:

PWS Attachment 1 – Site Plan  
 PWS Attachment 2 – D&T Building Art Specs  
 PWS Attachment 3 – Outpatient Building Art Specs  
 PWS Attachment 4 – Inpatient Building Art Specs  
 PWS Attachment 5 – TL and Rehab Building Art Specs  
 PWS Attachment 6 – Research Building Art Specs  
 PWS Attachment 7 – Concourse  
 PWS Attachment 8 – Art Location Plans  
 PWS Attachment 9 - Veteran Artist Contact Information