

PERFORMANCE WORK STATEMENT

The Bay Pines Veterans Administration Medical Center requires digital satellite programming for 650 TV's located in the medical center and nursing home care unit located at the C.W. Bill Young VA Medical Center, 10,000 Bay Pines Blvd, St. Petersburg, Florida. A service contract will be awarded for the required programming services. The service contract will begin upon receipt of notice of award of contract. The following is a listing of the requirements for this service.

1. General -- The Contractor shall provide all supplies, materials, parts, equipment, labor, supervision, management and transportation to perform all tasks as identified below. All work is to be performed in accordance with the guidelines established by Federal, State and local ordinances, with the Manufacturer's Service Manual and Quality Control Manual, and with all terms, conditions, provisions, schedules and specifications provided herein.

2. Satellite Programming -- The Contractor will provide satellite programming for TV's located in the medical center and nursing home care unit for a total of 650 TV's. Programming is required for the following stations:

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|----------------|-----------|---------------------|
| BBC America | TLC | EWTN |
| Velocity | CNN | Game Show Network |
| TV Land | ESPN | FX |
| Fox Sports Sun | Discovery | USA |
| ESPN 2 | HLN | History |
| Lifetime | TNT | National Geographic |
| Fox Sports 1 | SyFy | HGTV |
| TCM | TBS | The Weather Channel |
| Fox News | | |

3. Authorization/Mechanical Problems – The Contractor will provide signal for hardware to receive signals.. The Contractor will troubleshoot signal or programming problems remotely. The Contractor will provide the VAMC with two phone numbers to contact regarding emergency programming service.

4. Hours Of Service – Hours of programming coverage is seven (7) days a week, 24 hours a day. Normal hours of service coverage are Monday through Friday from 8:00 a.m. to 4:30 p.m., excluding holidays. All services/repairs will be performed during normal hours coverage unless requested or approved by COR. Federal Holidays observed by the VAMC are:

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|------------------------|------------------|
| New Years Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| Presidents Day | Veterans Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |

5. VA Provided Equipment/Services: The VAMC will provide the Digital Satellite head-end System. This will include a dish array, 26 Digital Receivers, 6 ZV HD Bridge Model HDb 2640 CH encoder/modulators, and 2 DTV SWM-16 multi-switches and hardware. The VA will convert the Contractor's HD signals to our VA channels. The VA's Receptor Dish array is located in Bldg. 100 penthouse.

6. Designation of Contracting Officer's Representative (COR): At each VA Medical Center, a VA representative will be designated as the COR to represent the Contracting Officer in furnishing technical guidance and advice regarding the work being performed under this contract. The foregoing is not to be construed as authorization to interpret or furnish advice and information to the Contractor relative to the financial or legal aspects of the contract. Enforcement of these segments is vested in and is the responsibility of the Contracting Officer.

7. Contracting Officer's Representative (COR): The VAMC's COR will be identified at time of award.

8. Responsibility of The Contractor -- The Contractor must obtain authorization from the Contracting Officer or the COR for any repairs required outside the normal administrative working hours and will be invoiced separately. The approval of the Contracting Officer must be obtained before removing equipment to the Contractor's plant. No transportation charges will be allowed for either repair personnel or equipment to or from the Contractor's plant. The Contractor will be responsible for damage or loss of the equipment.

9. Identification, Parking, Smoking, And VA Regulations -- The contractor's employees shall wear visible identification at all times while on the premises of the VA Medical Center. It is the responsibility of the contractor to park in the appropriate designated parking areas. Information on parking is available from the VA Police Section. The VAMC will not invalidate or make reimbursement for parking violations of the contractor under any conditions. Smoking is prohibited inside any buildings at the VAMC. Possession of weapons is prohibited. Enclosed containers, including tool kits, shall be subject to search. Violations of VA regulations may result in citation answerable in the United States (Federal) District Court, not a local district, state, or municipal court.

10. Technical Industry Standards -- The contractor certifies that all applicable services offered under this contract shall conform to all common industry standards. The Contractor for these services will meet any regulatory requirements.

11. Permits and Responsibilities (FAR 52.236-7) (NOV 1991): The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work, which may have been accepted under the contract.

12. Contract Administration Data -- The Contracting Officer is the only person authorized to approve changes or modify any of the requirements under this contract. The Contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitments or issue changes, which will affect price, quantity, or quality of performance of this contract. In the event the contractor effects any such change at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment will be made in contract price to cover any increase in costs incurred as a result thereof.

13. Invoicing Procedures -- Invoices will be mailed to Fiscal Service. Each invoice will include the Purchase Order number, a short description of the services provided, and the period of time it covers. The COR will verify the work has been completed. The invoice will be certified and forwarded to Fiscal Service for payment. All payment problems should be directed to Fiscal Service at 727-398-6661 ext. 15527 or 15013.

Summary of Performance:

| Requirement Performance Objectives | Performance Threshold | Method of Surveillance | Performance Standard | Remedy |
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| Invoicing | Submission of timely, complete and accurate invoices, and provide verification documentation payment was received by supplier. | Inspection and certification of the invoices by the COR | 100% Complete and Accurate Invoice Submittals | Payment equal to correctly provided services in accordance with the PWS |
| Customer Satisfaction | Timely resolution of issues that may arise during the contract | Inspection By The COR | 99% Timely Resolution of issues that may arise under the contract | Payment equal to correctly provided services in accordance with the PWS |