

Services – Statement of Work: HD DIGITAL TELEVISION SERVICE

1. INTRODUCTION

The James A. Haley Veterans' Hospital (JAHVH) has a requirement to provide our veterans with HD Digital Television Service for delivery of local and cable entertainment channels, to support the Veterans. The Tampa VA Medical Center is a clinical referral, level facility in Tampa, FL serving a four-county area of west central Florida, including Hillsborough, Pasco, Hernando, and Polk counties. James A. Haley is one of the nation's largest and most complex integrated medical facilities in the Veterans Health Administration. The medical center is comprised of a 525 bed medical center, which includes medical and surgical inpatient, acute psychiatry, pain/rehabilitation units and a community living center. Facilities Management Service has a requirement for the TV distribution to be overhauled and cable based service providing both off-air (local) and nationally distributed channels to be available for patient use without the installation of a headend system. The signal will be required to reach five hundred thirty (530) different outlets.

2. DESCRIPTION/SCOPE/OBJECTIVE

2.1 Description:

The Contractor shall provide all labor, materials, equipment, tools, supervision and other incidentals necessary to provide Cable TV/Video for patients at the James A. Haley VA Medical System main campus. The address for the facility is 13000 Bruce B Downs Blvd, Tampa, FL 33612.

The Contractor shall provide one-time installation services resulting in the delivery of monthly local and cable entertainment channels to patient care viewpoints throughout the James A. Haley main campus. These services are for the upgrade of the distribution system and cable delivery to the different locations.

This will be a firm-fixed price contract with a base year and 4 option years. The period of performance is estimated as follows:

- Base year 08/01/2018 to 07/31/2019
- Option #1 08/01/2019 to 07/31/2020
- Option #2 08/01/2020 to 07/31/2021
- Option #3 08/01/2021 to 07/31/2022
- Option #4 08/01/2022 to 07/31/2023

Options years will be exercised at the discretion of the Government.

2.2. Scope:

The Contracting Officer Representative (COR) or designated personnel will direct and oversee work, to include installation and repair.

2.2.1. All security requirements will be reviewed and adhered to while accessing premises. Site maps and drawings related to satellite/cable TV services will be provided by the government during the site visit.

2.2.2. All work within the hospital will follow appropriate infection control and prevention guidelines. Any work performed in asbestos areas shall be performed in accordance with Hospital Policy 138-14,

Asbestos Operations and Maintenance Program. Any required penetrations to the fire or smoke barrier partitions shall be in accordance with Hospital Policy 138-31, Fire/Smoke Barrier Penetration Permit System to ensure that proper smoke and fire protection is maintained including use of approved, UL listed fire sealant.

2.3. Objective:

The new service will provide our Veterans with quality television entertainment viewpoints while receiving or waiting for care at the Tampa VA Medical Center.

2.4 At a minimum the provider will provide the following channel lineup:

A & E
ABC
AMC
Animal Planet
BET
CBS
CBS Sports
CNN
Comedy Central
C-Span
Discovery
Disney
E! TV
ESPN
ESPN 2
Food
Fox
Fox News
FSN Florida
FX
Hallmark Movies
HGTV
History
Lifetime
MSNBC
Music Choice (multiple music channels)
Nat Geo
NBC
NFL Network
Nickelodeon
PBS
Sun Sports
Syfy
TBS
Telefutura
TLC
TNT
Univision
USA
VH1

Weather
WMOR

In addition, the VA need channel insertions for the Church Channel, scroller channel (guide), and VA-1 and VA-2.

3. APPLICABLE DOCUMENTS

The following laws, regulations, policies, and procedures are in effect on date of contract issuance and all subsequent changes or updates apply:

FAR	Federal Acquisition Regulation
VAAR	Veterans Administration Acquisition Regulation
FCC	Federal Communications Commission
NFPA	National Fire Protection Association
SCA DOL	Service Contract Act (SCA)Directory of Occupations (Fifth Edition)
Website	http://www.dol.gov/whd/contracts/sca/htm
OSHA	Occupational Safety & Health Administration

4. PERFORMANCE REQUIREMENTS

The Contractor shall complete the entire installation and deliver the service package:

4.1. New installation: Tampa

4.1.1. The Contractor shall locate the Demarcation point(S), (DMARC) location for the Head End system,

4.1.2. The Contractor shall provide a full report to the Liaison officer before proceeding to the deployment of equipment.

4.1.3. The Contractor shall provide manuals and drawings to the Liaison officer for distribution throughout the medical center.

4.1.4 The Contractor will install/replace coaxial cable for each outlet location as needed. This includes known asbestos areas throughout the campus.

4.1.5. The Contractor shall set up site equipment and ensure signal strength.

4.1.6. The Contractor shall install the equipment, align and test.

4.1.7. The Contractor shall complete the testing and validation of cables

4.2 Contracted monthly TV/Video Service:

4.2.1 The Contractor shall provide 24/7 network operations with good quality HD Digital Television service for the delivery of local satellite/cable entertainment channels to the viewer package requested throughout the facility.

4.2.2. The Contractor shall maintain a 24/7 network operation center for reporting all types of outages and service interruption.

4.2.3. The Contractor shall provide an inventory and recording of system components during the contract period at no additional cost to the Government,

4.2.4. The Contractor shall complete the testing of cable and feed supply during the contract period at no additional cost to the Government,

4.2.5. The Contractor shall complete the testing of cables, replacing worn or weathered cables to avoid future outage problems due to equipment issues during the contract period at no additional cost to the Government.

4.3. The Contractor shall resolve all outages and service interruptions

- 4.3.1. The Contractor response time of interruptions shall be within three (3) hours of notification,
- 4.3.2. The Contractor response time of critical outages shall be one (1) hour of notification,
- 4.5.3. The Contractor response time of minor outages shall be three (3) hours of notification,
- 4.5.4. The Contractor response time of major outages shall be within one (1) hour of notification,
- 4.5.4 Delays will be reviewed and subject to the terms agreed to in the proposal.
- 4.5.4. Natural Disasters or unforeseen emergencies are the exception to delays in work completion.

5. PERFORMANCE LOCATION AND HOURS

5.1 The Contractor’s primary place of work performance will be at James A. Haley Veterans’ Hospital, located at 13000 Bruce B Downs Blvd, Tampa, FL 33612

5.2. Government normal duty hours are from 0800-1630, Monday through Friday, excluding Federal holidays. The Federal Holidays are as follows:

New Year’s Day	January 1
Martin Luther King Day	3 rd Monday in January
President’s Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veterans Day	November 11
Thanksgiving Day	Last Thursday in November
Christmas Day	December 25

If a holiday falls on Sunday, the following Monday will be observed as the National Holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a National Holiday by the U.S. Government agencies. Also included would be any day specifically declared by the President of the United States of America as a National Holiday.

6. DELIVERABLES

6.1. The Contractor shall provide 24/7 network operations with good quality Digital Television service for the delivery of local video entertainment channels to all screens of the viewer package requested throughout the facility as provided above.

6.2. The Contractor shall ship all necessary equipment to the field technicians and deploy the necessary technicians.

6.3. The Contractor shall invoice monthly according to the established contract at the end of each billing cycle.

6.4. The Contractor shall only accept service calls from authorized personnel. A list will be provided to the contractor of all authorized personnel authorized to call in service calls. If a call is received by someone who does not have authority to order maintenance/repair/new services, the costs may not be accepted by the government.

7. KEY PERSONNEL REPLACEMENT AND SUBSTITUTION

7.1. The contract shall provide a list of authorized personnel and phone number listing of all service points of contact to the Contracting Officer Representative no later than ten (10) days after the award date. Notification of substitutions or replacement of key personnel shall be in writing and shall provide a detailed explanation of the circumstances necessitating the proposed substitutions. The request shall contain a complete resume for the proposed substitute, and any other information requested or required by the Contracting Officer to approve or disapprove the request. Proposed substitutes shall have qualifications that are equal to or higher than the personnel being augmented. The Contracting Officer or his/her authorized representative shall evaluate such requests and promptly notify the Contractor in writing whether the proposed substitution is acceptable.

7.2. If the Contracting Officer determines that, (1) suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming, or (2) the resultant substitution would be so substantial as to impair the successful completion of the contract or the delivery order in accordance with the proposal accepted by the Government at time of contract award, the Contracting Officer may, (1) Send a letter of correction or cure (2) terminate the contract for default or for the convenience of the Government, as appropriate, or (3) at his discretion, if he finds the Contractor at fault for the condition, equitably adjust the contract price downward to compensate the Government for any resultant delay, loss or damage.

7.3. The Contractor shall replace any absent individual for any period greater than one workday (may be changed) so as to leave a full complement of trained qualified personnel at all times with no disruption of services.

8. CONTRACTOR PERSONNEL AND MANAGEMENT

8.1. Contractor Personnel

8.1.1. The Contractor shall be responsible for the performance and conduct of its employees. Personnel employed by the Contractor in the performance of this SOW or any representative of the Contractor entering the VA premises shall be subject to inspections by the Government as deemed necessary. The Contractor shall not employ for performance under this contract, any person whose employment would result in a conflict of interest with the Government's standards of conduct.

8.1.2. The Contractor is completely responsible for all actions of their employees. All contractor personnel employed in the performance of this contract shall comply with all VA building regulations, policies, and guidelines while on the premises. The Contractor shall consider the clinical environment and instruct/train their personnel in applicable safety precautions and special requirements. These requirements may include but are not limited to such conditions as human secretions, blood, barium, etc. Contractor personnel shall take appropriate precautions while performing duties applicable to this contract.

8.1.3. Personal Appearance - Contractor employees shall be well-groomed, clean, and neat in appearance; clothes properly fitted (uniforms as appropriate), uniform appearance with nametags, and appropriately dressed for the work to be done. Contractor employees shall not wear clothing with slogans, drawings, or language which could be construed as being lewd, obscene, profane, racially offensive, sexually suggestive, and anti-American or which advocates the use of illegal drugs or other unlawful conduct.

8.1.3. Personnel Courtesy - Contractor employees shall not exhibit rude behavior. Loudness, vulgarity, rudeness, or other similar offensive conduct by an employee of the Contractor will be grounds for denying the employee further access to the VA premises.

8.2. Parking - All Contractor-owned vehicles shall be maintained in a neat, presentable, and operational condition as determined by the Contracting Officer or COR. Contractor vehicles shall be clearly marked so as to be distinguishable from Government Equipment. Markings shall include, but not limited to, the Contractor's name and telephone number on all equipment and vehicles used to carry out the requirements of the contract. Contractor vehicles will follow parking rules while on US government property and is subject to tow if illegally parked. It is the responsibility of the contractor to park in the appropriate designated parking areas. Information on parking is available from the VA Police. Failure to park in appropriate/designated parking may be cause for parking violation from the VA Police and may jeopardize the performance of the contract.

8.3. Identification Badges - The COR will coordinate the issuance of required access badges to Contractor personnel. Contracted personnel visiting any of the locations listed above must be issued a temporary badge or have an escort with him at all times. Badges will be issued from the location's visitor's desk or from the Facilities Management desk. All badges will be returned daily. Contract personnel shall wear laminated identification badges provided by the VA at all times when present and performing work. Badges shall be worn on the outer garment, attached to the outer shirt or jacket pocket by a button or clip or worn around the neck secured by an appropriate identification card lanyard.

8.3.1. Government issued identification badge remains the property of the Government and shall be returned to the issuing office upon completion of work or at the end of the work day, whichever applies.

8.4. Contractor Badges - In addition to the government furnished badge, Contractor personnel shall also wear a laminated contractor identification badge at all times when performing services under this Contract. The badge will contain a personal picture, name of employee, and Contractor's name. Badges shall be worn on the outer garment attached to the outer shirt or jacket pocket by a button or clip or worn around the neck secured by an appropriate identification card lanyard.

8.5. All Contractor personnel attending meetings, answering Government telephones, and working in other situations where their Contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public or Congress that they are Government officials. They must also ensure that all documents or reports produced by Contractor personnel are suitably marked as Contractor products or that Contractor participation is appropriately disclosed.

8.6. Safety/Security Requirements. The Contractor shall comply with all applicable federal, state and local laws and ensure performance is secure while protecting material, equipment, and supplies from damage and loss. Government security personnel shall have the express right to inspect for security violations at any time during the term of the contract.

8.7. All information generated in performance of this contract becomes property of the Government and must be surrendered upon request and/or completion of the contract. The Contractor must protect against the destruction and/or misplacement of all information produced under this contract, unless directed under local policy to destroy. This includes both hard and soft copies of data.

8.8. The Contractor shall not release any information (including photographs, files, public announcements, statements, denials, or confirmations) on any part of the subject matter of this contract or any phase of any program hereunder without the prior written approval of the Contracting Officer.

8.9. The Contractor personnel shall agree to comply with the Privacy Act of 1974 (the Act) and other applicable federal laws, rules, regulations and policies issued under the Act during and after the execution of this contract. Because confidential medical record information may be accessible and/or visible to

Contractor employees during performance of their daily duties, the Contractor shall obtain a signed "confidentiality certificate" from each employee prior to allowing them to start work under this contract. Any information about an individual that is maintained by the VA, including, but not limited to, education, financial transactions, medical history, and criminal or employment history or any record that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, shall be kept CONFIDENTIAL. A copy of this certification shall be provided to the COR upon request.

9. STANDARDS OF CONDUCT

9.1. Conduct of Personnel. Government rules, regulations, laws, directives, and requirements that are issued during the Contract term relating to law and order, and security shall be applicable to all employees or representatives who enter the VA premises. Violation of such rules, regulations, laws, directives, or requirements shall be grounds for removal (permanently or temporarily as the Government determines) from the work site. Removal of employee does not relieve the Contractor from the responsibility for the work defined in this statement of work (SOW).

The Contracting Officer or designated representative (COR) may require the Contractor to remove any employee performing requirements under this SOW for reasons of misconduct, safety, or security risk posed. Contractor employees shall be subject to immediate dismissal from the premises upon determination by the COR that such action(s) is in the best interest of the Government.

9.2. Contractor personnel are not authorized to carry or possess personal weapons to include, but not limited to, firearms and knives with a blade length in excess of three inches, while assigned under this contract.

9.3. Working Attire and Appearance. Contractor personnel shall present a professional appearance commensurate with standards delineated for Government civilian personnel acting in similar capacities.

9.4. The Government reserves the right to review Contractor personnel qualifications. Upon request, resumes shall be provided to the Contracting Officer prior to clearance approval, for review and acceptance by the COR. The intent is verification purpose and not for the Government to become the hiring authority.

9.5. Contractor employees shall not consume alcohol or illegal drugs during working hours or at any other time the employees are performing work under this SOW. The Contractor shall not allow any employee to perform work if the employee is under the influence of alcohol or illegal drugs. Employees found to be under the influence of alcohol or illegal drugs during working hours will be immediately removed from duty. For purposes of this provision, the threshold for being under the influence of alcohol or illegal drugs is the same as that established by current laws for vehicle operations. The Contractor is responsible for establishing the methods by which employees will be determined to be under the influence of alcohol or illegal drugs.

10. NON-PERSONAL SERVICE STATEMENT

10.1. Contractor employees performing services under this order will be controlled, directed, and supervised at all times by management personnel of the contractor. Contractor management will ensure that employees properly comply with the performance work standards outlined in the SOW. Contractor employees will perform their duties independent of, and without the supervision of, any Government official. The tasks, duties, and responsibilities set forth in the contract may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal

employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

11. PERSONNEL QUALIFICATIONS

11.1. The Contractor shall be responsible for employing technically qualified personnel to perform the work specified in this SOW. The Contractor shall maintain the personnel, organization, and administrative control necessary to ensure that the work delivered meets the contract specifications and requirements. The work history of each contractor employee must contain experience directly related to the task and functions he/she is intended to perform under this contract. The Government reserves the right, during the life of the resulting contract, to request work histories on any contractor employee for the purposes of verifying compliance with the above requirements; additionally, the Government reserves the right to review resumes of contractor personnel proposed to be assigned. Personnel assigned to, or utilized by, the Contractor in performance of work shall be fully capable of performing the requirements contained in the SOW in an efficient, reliable, and professional manner. The normal manner of dress is business casual.

11.2. Specific Personnel Qualifications Requirements –Personnel assigned to or utilized by the contractor in the performance of this contract shall, as a minimum: be affirmed by the Contractor.

11.2.1. Be a United States Citizen

11.2.3. Possess the skills and abilities of performing the work as outlined in this SOW.

11.3. Specialized Experience: The Contractor shall be responsible for employing technically qualified personnel to perform the work specified in this SOW. The Contractor shall maintain the personnel, organization and administrative control necessary to ensure that the work delivered meets the contract specifications and requirements. In addition the Contractor shall comply with all Safety and Operational requirements of the JAHVH.

12. INSURANCE

The Contractor shall procure and maintain for the entire contract period, Workmen's Compensation and employers Public Liability Insurance in accordance with laws of the State of Florida. Before commencing work under this contract, the contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. See FAR 52.228-5, Clauses Section. Contractor shall provide the CO with an original signed copy of Insurance Certification with appropriate coverage, no later than ten (10) calendar days after notice of award. The contractor will notify the VA immediately of any changes in insurance coverage. Failure to submit documentation regarding the above insurance requirement shall be grounds to terminate the contract for default

13. CONTRACT AWARD AND ADMINISTRATION DATE

13.1. The Contracting Officer is the only person authorized to approve changes or modify any of the requirements under this contract. In the event the Contractor effects any such changes 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 the contract price to cover any increase in costs incurred as a result thereof.

13.2. No contract will be awarded nor payment made to any individual or entity that appears on the Health and Human Services Office of Inspector General's (HSS/OIG) List of Excluded Individuals/Entities, or any other Government sponsored list that identifies Contractors as being ineligible for contract award(s).

14. PERFORMANCE STANDARDS AND QUALITY MEASUREMENT:

14.1. Performance standards define desired services. The Government performs surveillance to determine if the Contractor exceeds, meets, or does not meet these standards. The Government shall use these standards to determine Contractor performance and shall compare Contractor performance to the Acceptable Quality Level (AQL). The Quality Assurance Surveillance Plan (QASP) method of surveillance will be by random inspection and monthly monitoring. At the end of each option year, A Contractor Performance Assessment Reporting System (CPARS) will be sent to the contractor. The contractor has the right to either agree or respond. This reporting applies to this contract.

<https://www.cpars.gov/>, <https://www.acquisition.gov/>.

15. PERFORMANCE EVALUATION

The QASP and its performance objectives are as follows:

CABLE TV SIGNAL SERVICE QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

1. **PURPOSE:** This QASP is a Government developed document used to ensure that the Government receives quality services, and pays only for services actually provided. The QASP provides a systematic method to evaluate the services the Contractor is required to furnish.

2. **SCOPE:** The role of Government Quality Assurance is to ensure contract standards are achieved. The QASP provides guidelines and methods for the Government's oversight of the Contractor's quality control efforts to assure timely, effective services are provided IAW the contract order. The Contractor, and not the Government, is responsible for management and quality control actions to meet the terms of the contract.

3. ROLES AND RESPONSIBILITIES:

Contracting Officer (CO) - A person duly appointed with the authority to enter into, administer and terminate contracts on behalf of the Government. The CO is the only person who can legally commit the Government and only the CO, as the Government's agent, can modify the contract/order. The CO is the final authority for determining the adequacy of the Contractor's performance. CO decisions arising under or relating to the contract are final.

Contracting Officer's Representative (COR)— an individual designated in writing by the CO to perform specific technical and administrative functions within the scope and limitations of their written appointment (e.g., surveillance of Contractor's performance, accept services). The COR is not empowered to make any contractual commitments or authorize any changes to the order/contract or in any way obligate additional funds by the Government; such authority rests solely with the CO.

Quality Assurance Evaluator (QAE) — an individual designated by the requiring, activity to assist the COR and provide technical oversight of the Contractor's performance. The QAE's primary duty is to

monitor the Contractor's performance by physically checking to see that tasks are completed. Reports are submitted, and desired outcomes are achieved. When a surveillance observation results in an unacceptable evaluation, the QAE will report the unacceptable performance to the COR. The QAE is not authorized to direct work, offer advice on how the work should be performed, change the contract, or in any way obligate payment of funds by the Government.

4. METHOD OF SURVEILLANCE: Simplified methods of surveillance will be used by the Government to evaluate contractor performance. The primary methods of surveillance are periodic assessments of service and customer feedback.

Periodic Assessment of Services — for services that occur over a number of months, the COR will evaluate Contractor performance on a quarterly basis and upon completion of services. Generally, the Government will rely on the Contractor's Quality Control system to ensure that services conform to contract quality requirements before they are tendered to the Government for acceptance.

Customer Feedback — Customer feedback is typically obtained via telephone or email. Telephonic customer complaints must be followed up in writing/email. To be considered valid, the customer complaint must clearly articulate the nature of the complaint, time, date, etc. The COR will investigate the complaint; if determined valid, the COR will advise the CO and the Contractor of the deficiency. Copies of valid complaints and the resolution must be retained in the official contract file.

5. SURVEILLANCE PROCEDURES:

The COR/QAE will evaluate the Contractor's performance quarterly against Performance Standards established in the contract/order. Evaluations will be to the extent practical to assure the contractor provides quality services IAW the requirements of the contract. Evaluations could be evaluation, /validation of contractor supplied performance data, as well as analysis of Customer feedback, for performance trends and to ensure valid customer concerns are resolved timely.

If at any time the COR/QAE receives indicators (e.g. valid customer complaints or notes Performance Standards are not being met) that the Contractor's performance is less than acceptable, the COR/QAE will investigate to determine if this is a onetime issue that has been promptly corrected, or if the discrepancy is systemic in nature. If the issue is determined to be an isolated occurrence, the COR will continue with Quarterly Evaluations. If the issue is recurring and systemic in nature, the COR/QAE will perform more frequent evaluations.

The COR/QAE will notify the Contractor each time an unacceptable observation has been recorded and ask the Contractor to correct the problem. The COR will record the contract requirement, the specific deficiency to the requirement, the date and time it was discovered, and have the Contractor initial the entry. The Contractor shall be given two working days after notification to correct the deficiency in accordance with requirements of the contract. Deficiencies that cannot be corrected within two working days will be reported to the Contracting Officer.

The COR/QAE will re-examine services that are found deficient. Failure to complete corrective actions will be reported immediately to the CO for further action. Upon satisfactory completion of the work, the COR/QAE will accept the services provided and authorize payment, by approving the Contractor's invoice in Wide Area Workflow.

6. SURVEILLANCE STANDARD:

The Performance Standard set forth in the SOW and Line items is the standard the Contractor must meet for services to be deemed acceptable. Generally, under commercial services contracts, the Government is relying on the Contractor's assurances that the services conform to contract requirements. Consistent with FAR 52.212-4, Contract Terms and Conditions, (a) Inspection and Acceptance, the Contractor shall only tender for acceptance those services that conform to the requirements of the contract/order. The Government may require re-performance of nonconforming services at no increase in contract price. The Government reserves the right to refuse acceptance of nonconforming services. In no case shall the Government's right to inspect services under the inspection provisions of the contract be prejudiced.

7. QUALITY ASSURANCE SURVEILLANCE FILE. The COR/QAE file should contain:

- Copy of the COR appointment letter from the CO, any changes to that letter, and any termination letters
- Training Certifications for COR
- Copy of the contract and all contract modifications
- Copy of the applicable Quality Assurance Surveillance Plan (QASP)
- Copy of the contractor's Quality Control Plan (QCP)
- All correspondence initiated by authorized representatives (Contractor or Government) concerning performance of the contract
- Names, position titles and contact information of all key personnel assigned to this contract both Government and Contractor
- Surveillance schedules
- Surveillance Checklists
- Records of all inspections performed and the results
- Customer Feedback
- Memoranda for record of minutes of any meeting, telephone conversations and discussions with the contractor or others pertaining to the contract or contract performance;
- Documentation pertaining to acceptance of services, reports or data

8. RECORDS: All records will be retained for the life of this contract. The COR/QAE will forward these records to the CO upon completion of the contract/order.

9. CHANGES: The QASP is a living document and, as such, may be changed as needed. However, the CO must approve changes. The COR will submit recommended changes to the CO for approval.

Performance Requirements Summary

Task	ID	Indicator	Standard	Acceptable Quality Level	Method of Surveillance	Incentive
NEW INSTALL	4.1 thru 4.1.10	Turnkey installation	Completion	100%	Random inspection conducted by the COR.	No Incentive: This is a One (1) time requirement.
MONTHLY TV and DIAS SERVICE	4.2.	The Contractor shall maintain a 24/7 network operation with good quality	Availability	95%	Monthly monitoring	Exercise of Option Period and past performance.

		cable/satellite digital service				
Outages and Interruptions	4.3.1	Interruptions	Response time Within 3 hours of notification	95%	Monthly monitoring or customer complaints	Exercise of Option Period and past performance.
	4.3.2	Critical Outage	Response time Within 1 hour of notification	25% of total monthly service	Monthly monitoring or customer complaints	Exercise of Option Period and past performance.
	4.3.3	Minor Outage	Response time Within 3 hours of notification	< than 5% of total monthly service	Monthly monitoring or customer complaints	Exercise of Option Period and past performance.
	4.3.4	Major Outage	Response time Within 1 hour of notification	< than 25% of total monthly service	Monthly monitoring or customer complaints	Exercise of Option Period and past performance.
Deliverables	6.3	Timely submission of invoices	Monthly Invoices	100%	Invoices received through IPPS via Austin, Texas are accurate and contain all necessary information for proper processing	Exercise of Option Period and past performance.

With No Sensitive Data but Requires Training

VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE

VA INFORMATION CUSTODIAL LANGUAGE:

- a. 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. 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.
- c. 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.
- d. 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.

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.

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.

SECURITY CONTROLS COMPLIANCE TESTING :

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

TRAINING:

a. All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete VA Privacy and Information Security Awareness and Rules of Behavior Training before being granted access to VA information and its systems.

(1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the *Rules of Behavior* before being granted access to VA information and its systems.

b. The contractor shall provide to the contracting officer and/or the COR a copy of the training certificates and certification of signing the Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.

c. Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

The Certification and Accreditation (C&A) requirements do not apply and a Security Accreditation Package is not required for this SOW.

Records Management Contract Language

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

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

8. Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format [paper, electronic, etc.] or mode of transmission [e-mail, fax, etc.] or state of completion [draft, final, etc.].
9. No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.
10. Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, this contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

Compliance & Business Integrity (CBI) Language for Contracts

The _____ has a CBI Program. If the contractor detects and/or suspects any noncompliance relative to the revenue cycle when providing treatment to our veterans, he/she is to notify the Contracting Officer's Representative (COR) or the _____ CBI Officer. CBI Awareness training is available on the Talent Management System website. Any contract staff who does VA work is required to take basic compliance awareness training, annual CBI refresher training. Job-specific training may be required for staff in specific positions that relates to the revenue cycle. Contact the _____ CBI Officer or COR for examples of CBI training that would satisfy this requirement. The contractor is to show proof of completing this training by submitting a completed copy of the VISN 6 CBI Certification Form to the COR. You may contact the _____ CBI Officer for more information regarding CBI training.

Rev. 9/2/13

All Contractor, Pharmaceutical Company Representative (PCR), and Healthcare Industry Representatives (HIR) will coordinate with Contracting Officer Representative for instructions so they are in compliance with James A. Haley Veterans' Hospital policies:

HPM NO. 90-25; JANUARY 2014; HEALTHCARE VENDOR ACCESS AND COMPETENCY
HPM NO. 132-04; DECEMBER 2012; SECURITY MANAGEMENT PROGRAM
HPM NO. 132-05; DECEMBER 2012; HOSPITAL IDENTIFICATION PROGRAM
HPM NO. 11-91; MAY 2013; PHARMACEUTICAL COMPANY REPRESENTATIVES

HIR are required to report to MSDU (Room GC-003), immediately after entering the facility. HIR will be required to sign into the monitoring system and print a badge for proper identification. . The Healthcare Industry Representatives for Nutrition and Food Services, Office of Information and Technology, and Social Work Services are included in this policy; vendors (HIR) for Pharmacy Services are to follow (HPM 11-91) policy. HIR must be sponsored by a physician, a Service Chief, or their designee, for a specified date and a specified case. HIR are not permitted in patient care areas or clinics unless a prior appointment has been made.

Pharmaceutical Company Representative (PCR) refers to anyone acting on behalf of a pharmaceutical company or its business partners for the purpose of promoting the use of items managed under the VA formulary process. These items primarily include drugs, but to a lesser extent also include any medical supplies, nutritional supplements, and similar commodities managed under the VA formulary process.

a. Sign-In: PCRs may visit VA Medical care facilities no earlier than 8:00 a.m. and stay no later than 3:30 p.m., Monday through Friday, unless they receive prior approval from both the Chief of the Service that they will be visiting and the Chief of Pharmacy. Representatives visiting the JAHVH must sign in at the Pharmacy Administrative Office (Located in Trailer 78) and wear a visitor's badge as well as their company's personal name badge while in the hospital.

Vendors: Reference Hospital Memorandum Policy Number 90-25 Healthcare Vendor Access and Competency.

Contractors and/or project managers: Will be issued a PIV/ID badge in accordance with the facility PIV Policy. Contractors will contact their assigned VA Contracting Officer Representative (COR) for coordination.

Contract Personnel/Sub-Contractors: Contractors are responsible for the daily accountability and identification of all personnel assigned to their respective contract including sub-contractors. Contractors will identify personnel using the following procedures as appropriate.

Construction Project contract personnel will report to the contractor for issuance of a temporary self-adhesive identification badge. This badge will be issued on a daily basis and must include the following information: Company name, project number, date and name of individual. Contractor will maintain a daily log of all personnel.

Contract personnel not involved in an actual construction project will report to police dispatch for issuance of a numbered badge. A driver's license or photo ID will be required each day upon entering the facility, in exchange for the badge, and will be given back once the badge is returned to police dispatch. The contractor will provide Police Service with a list of names for all sub-contract personnel requiring access to the facility. It is the responsibility of the contractor to update the list as necessary.

NPR OPC; CBOCs and Off-site Lease facilities with VA Police staffing: As above with check-in with VA Police.

Off-site Lease facilities w/o VA Police staffing: Coordinate with COR, Administrative Officer, or Service Point of Contact.