

STATEMENT OF WORK

1. Scope of Work: Install New Medical/Gas Oxygen Line

2. Requirements: The vendor shall replace a 1-inch oxygen line (approximately 500 feet) that feed from Building #1 to Building #38 and replace it with a 2-inch diameter oxygen line to include all fittings that tie into said line at the James A. Haley Hospital, 13000 Bruce B. Downs Blvd, Tampa Florida 33612. This job shall be performed per National Fire Protection Association (NFPA) 99 Medical Gas Requirements for Health Care Facilities. After installation is complete, contractor shall pressure test, check for leaks and have line certified before putting the line back in operation. Contractor shall provide documentation to show that the line has passed the certification.

A. WORKING HOURS:

Shipment shall be performed on weekdays, excluding Federal holidays, during hospital's regular weekday working hours of 7:00 a.m. – 3:30 p.m.

B. COMPLIANCE:

The vendor shall be fully responsible for the safe arrival of the pipe threading machine by properly packing to ensure no damage can occur to the pipe threading machine.

VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE

VA INFORMATION CUSTODIAL LANGUAGE:

a. 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.

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 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.

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-day's notice, at the request of the government, the contractor must fully cooperate and assist in a government-sponsored security controls assessment at each location wherein VA information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of VA, including those initiated by the Office of Inspector General. The government may conduct a security control assessment on shorter notice (to include unannounced assessments) as determined by VA in the event of a security incident or at any other time.

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.

(1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the *Rules of Behavior*.

b. The contractor shall provide to the contracting officer and/or the COTR 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.