

Veterans Affairs Southern Nevada Healthcare System

STATEMENT OF WORK

1. CONTRACT TITLE:

Viewpoint Wireless Temperature Monitoring System and Service

2. REQUIREMENTS/SCOPE:

Provide Viewpoint Wireless Temperature Monitoring System and Service Agreement.

Vendor will provide technical support services and training as follows:

Extended Hardware and Software Warranty

Software Support

Software Updates

Unlimited Web Training

System Monitoring

Monthly Flash Reports

Performance Analysis and Remote Troubleshooting

Vendor Shall Provide On-Site calibration operations for all Pharmacy and Lab NIST probes

3. SPECIFIC TASKS:

Extended Hardware and Software Warranty:

- Extended warranty for replacement hardware in exchange for damaged or non-functional units from normal usage
- Extended software warranty for all proprietary software components of the system to ensure they perform in substantial compliance with the documentation

Software Support:

- Unlimited telephone support
- Unlimited Support via approved VPN access
- Unlimited remote web support

Software Updates:

- Automatic updates for new software enhancements, as available

Unlimited Web Training:

- Unlimited user training by phone or remote web support

System Monitoring:

- Continuous monitoring of key server and system performance parameters via our automated control center that receives and analyzes server status messages every 30 minutes around the clock (24/7/365)

Monthly Flash Reports:

- Monthly flash report provided to top level facility leadership summarizing the appropriateness of the use of the system by facility personnel
- Intended to allow facility leadership to assess and monitor the facility's ongoing temperature monitoring and temperature management activities and outcomes.
- Periodic best practices/SOP review via approved VPN access

Performance Analysis and Remote Troubleshooting:

- Periodic software/hardware diagnostic tests via approved VPN access, with qualitative report if requested
- Periodic evaluation of the quality of communication in each link of the communication chain for each hardware device (ie, sensor to repeater, repeater to repeater, sensor to base, and repeater to base) for all equipment via One-VA VPN access, with qualitative report if requested.

The Annual Support Services shall be priced based on the number of sensors, repeaters and etherbases, and shall cover ALL of the components of the system: sensors, repeaters, Ethernetbases, software, training and support.

Vendor Shall Provide On-Site calibration operations for all Pharmacy and Lab NIST probes as described as below:

- Lab NIST Probes shall be recalibrated during the month of January for each year
- Pharmacy NIST Probes shall be calibrated semi-annually, January and July
- Vendor will provide certificates to the VA Representative each year for all NIST Probes

4. PERIOD OF PERFORMANCE/SCHEDULE:

Normal daytime working hours will be adhered to. Normal daytime work hours are 0730 to 1600 Monday through Friday. If the contractor wishes to work at nighttime or during other unscheduled times, they must first get permission from the Contracting Officer.

5. PARTICIPATING FACILITY:

VA of Southern Nevada Health Care Systems. Main Facility located at:

6900 N Pecos Road

North Las Vegas, NV

Supporting Clinics located at:

- North East Las Vegas VA Clinic, 4461 E Charleston Bld, Las Vegas, NV, 89104
- North West Las Vegas VA Clinic, 3968 N Rancho Dr, Las Vegas, NV, 89130
- South East Las Vegas VA Clinic, 1020 S Boulder Highway, Henderson, NV, 89015
- South West Las Vegas VA Clinic, 7235 S Buffalo Dr, Las Vegas, NV, 89113
- VA Logistics Warehouse, 5406 E El Campo Grande Ave, Las Vegas, NV 89115
- West Cheyenne VA Clinic, 3525 W Cheyenne Ave, Suite 106, North Las Vegas, NV, 89032
- Laughlin VA Clinic, 3650 S Pointe Circle, Building D, Duite 200, Laughlin, NV, 89029
- Pahrump VA Clinic, 220 S Lola Lane, Pahrump, NV, 89048

6. CONTRACTING OFFICER REPRESENTATIVE:

The Contracting Officer Representative (COR) shall provide general instructions and shall be responsible for administrating the contract and ensuring invoices are certified for payment in a timely manner.

Location	VASNHS, 6900 N Pecos Road Las Vegas, NV 89086
COR:	To Be Determine
Phone:	
e-mail:	

Location	
COR:	
Phone:	
e-mail:	

7. CONTRACTOR POINT OF CONTACT:

a. Contractor shall designate one employee as the Point of Contact (POC) responsible for administrative matters in the performance of services under this contract. The POC shall have full authority to act for the Contractor on all matters relating to the daily performance of this contract.

b. The POC shall be available by telephone Monday through Friday, between 7:30 a.m. and 4:00 p.m. excluding national holidays.

c. Contractor shall provide the name and telephone number of the person designated as Point of Contact, Alternate Point of Contact, and the name, location and telephone number of the office where normal and emergency service calls are to be placed:

Point of Contact (Full Name):	
Telephone Number:	
E-mail Address:	
Alternate Point of Contact (Full Name):	
Telephone Number:	
E-mail Address:	
Emergency Service Contact Information:	
Emergency Service Telephone Number:	

8. U.S. GOVERNMENT FURNISHED MATERIALS AND SERVICES:

The contractor shall be responsible for the receipt and handling of all equipment and materials. The contractor shall coordinate proposed delivery areas with the COR.

9. CONTRACTOR FURNISHED ITEMS AND SERVICES:

The contractor shall furnish all necessary supplies, parts, materials, equipment, products, tools, and any other items and services to perform all delivery and pick-up operations required by this statement of work.

The contractor shall provide fully qualified on-site personnel who shall be responsible for the performance of the work. The name of the person and all alternates shall be designated in writing to the Contracting Officer. The project manager shall be on-site during normal work hours and for contingencies requiring work beyond normal work hours.

The contractor shall certify in writing that all employees operating equipment are trained and qualified.

10. CONTRACTOR RESPONSIBILITIES:

Contractor Employees. The contractor shall not employ personnel for work on this contract if such employee is identified to the contractor as a potential threat to the health, safety, security, general well-being or operational mission of the installation and its population.

The Contractor shall furnish service manuals and/or test equipment for the performance of this contract. It is the responsibility of the Contractor to bring the appropriate equipment, parts and/or supplies necessary to complete the work as required. The Contractor shall be familiar and follow maintenance guidelines contained in current technical service manuals for all equipment and sub-assemblies listed. Manuals shall include but not be limited to schematics, diagrams, written procedures and parts lists.

All work shall be performed, and equipment shall function in conformance with all VA safety standards, manufacturer's/industry standards, the latest published edition of NFPA-99, FDA, OSHA, Joint Commission, and other applicable national standards. The COR may facilitate a copy of VA safety standards to the Contractor upon request.

Contractor personnel shall present a neat appearance and be easily recognized as contractor employees. This may be accomplished by wearing distinctive clothing bearing the name of the company or company ID badge. Contractor field service personnel shall be dressed to present a clean, neat appearance at all times when performing under this contract.

Personnel performing maintenance and repair services must be fully qualified, competent, technicians. "Fully qualified and competent" is defined as factory trained and verified by Polar Leasing.

11. SERVICE RESPONSE TIMES:

Service Hours:

- Normal hours of coverage for an on-site visit are Monday through Friday from 0730 to 1600 PST. Excluding the federal holidays, New Year's Day, Dr. Martin Luther King Jr's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day. Any other day specifically declared a National Holiday by the President of the United States
- When one of the above designated legal holidays falls on a Sunday, the following Monday will be observed as a legal Holiday. When a legal holiday falls on a Saturday, the preceding Friday is observed as a holiday by the US Government Agencies
- The contractor shall provide 24/7 Help Desk Support with competent technical support staff

12. RE-PERFORMANCE:

- a. If performance does not conform to the contract specifications, the VA Healthcare Center's COR or the Contracting Officer shall require the Contractor to perform the service again to conform to the contract specifications, at no cost to the Government. When the defects in service cannot be corrected by re-performance, the VA Medical facility may require the Contractor to call in a senior technical engineer from the manufacturer or from a different company. The Contractor shall incur and absorb all expenses for consultation outside the Contractor's organization.
- b. Repeated malfunctions of any system component or subsection more than three (3) times within one (1) quarter is not acceptable. The Contractor is responsible for repairing all faulty equipment and identifying the nature and cause of repeated failures. The Contractor in this situation must either:
 - 1. Make repairs in such a manner that the identified problems are corrected to the extent that repeated failures are eliminated.
 - 2. Prove that the equipment is not faulty and an external cause for the problem exists and provide recommendations for resolution.
 - 3. Provide repair services from the original equipment manufacturer at the Contractor's expense.

13. CHECK-IN AND OUT ON SERVICE CALLS AT THE VA FACILITIES:

ACCESS: Access to work areas, and performance monitoring, will be provided by VA Energy Plant maintenance personnel. After hours response will be monitored by VA Central Energy Plant operators, 702-791-9000 Extension 16900. In all cases, VA Central Energy Plant operator shall be notified of any changes which may affect the response time of vital equipment.

For repairs or services required on weekends, holidays or after normal working hours, the Contractor's repairman is required to check-in and check-out upon arrival and departure at Security Service and with COR, if available, or the on-duty Supervisor of the department, prior to effecting repairs. The procedures defined above are mandatory and will be strictly enforced.

14 NATIONAL HOLIDAYS:

The Contractor is not required to provide delivery or pick up services on the following National Holidays.

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

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

15. OVERTIME AND HOLIDAYS:

Any overtime or holiday pay that may be entitled to Contractor personnel performing under this contract shall be the sole responsibility of the Contractor and shall not be billed to nor reimbursed by the Government.

16. PARKING POLICY:

It is the responsibility of Contractor personnel to park only in designated parking areas. Parking information is available from the VA Police. The VA shall not invalidate or make reimbursement for parking violations of Contractor's personnel under any circumstances.

17. SMOKING POLICY:

Contractor personnel may not smoke on VA property.

18. ORDERING ACTIVITY:

Contractor shall not accept any instructions issued by any person other than the CO or COR acting within the limits of his/her authority.

19. CHANGES TO CONTRACT:

Only those services specified herein are authorized. Before performing any service of a non-contractual nature, Contractor shall advise the CO of the reason(s) for the additional work and/or service.

20. COMPLAINTS:

Contractor shall promptly and courteously respond to complaints within 3 working days. Including complaints brought to Contractor's attention by the CO. Contractor shall maintain a written record of all complaints, both written and oral showing the identity of the individual, the nature of the complaint, and Contractor's response. Contractor shall permit the Government to inspect such records upon reasonable notice.

21. BADGES:

All Contractor personnel shall be required to wear company ID badges.

22. INVOICE REQUIREMENTS:

- a. Payments will be broken out into four quarterly payments and paid in arrears.
- b. No advance payments will be authorized.
- c. The Government shall pay the Contractor, upon the submission of a properly prepared invoice for prices stipulated in this contract for services and supplies delivered and accepted.

- d. Payment of invoices may be delayed if appropriate field service reports are not completed and submitted as specified herein.
- e. The invoice shall be itemized to include the following minimum information:
 - 1) Invoice Number and Date.
 - 2) Contract Number.
 - 3) Purchase Order/Obligation Number (to be assigned upon task order award).
 - 4) Date of service.
 - 5) Line item from Schedule of Service associated with each charge.

23. POST-AWARD PERFORMANCE CONFERENCE: The CO may schedule a post-award performance conference with Contractor, if deemed necessary, for contract orientation purposes.

24 SECURITY REQUIREMENTS:

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. A prohibition on unauthorized disclosure: "Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor 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." See VA Handbook 6500.6, Appendix C, paragraph 3.a.

C. A requirement for data breach notification: Upon discovery 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, the contractor/subcontractor shall immediately and simultaneously notify the COR, the designated ISO, and Privacy Officer for the contract. 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. See VA Handbook 6500.6, Appendix C, paragraph 6.a.

D. A requirement to pay liquidated damages in the event of a data breach: "In the event of a data breach or privacy incident involving any SPI the contractor processes or maintains under this contract, the contractor shall be liable to VA for liquidated damages for a specified amount per affected individual to cover the cost of providing credit protection services to those individuals." See VA Handbook 6500.6, Appendix C, paragraph 7.a., 7.d.

E. A requirement for annual security/privacy awareness training: "Before being granted access to VA information or information systems, all contractor employees and subcontractor employees requiring such access shall complete on an annual basis either: (i) the VA security/privacy awareness training (contains VA's security/privacy requirements) within 1 week of the initiation of the contract,

or (ii) security awareness training provided or arranged by the contractor that conforms to VA's security/privacy requirements as delineated in the hard copy of the VA security awareness training provided to the contractor. If the contractor provides their own training that conforms to VA's requirements, they will provide the COR or CO, a yearly report (due annually on the date of the contract initiation) stating that all applicable employees involved in VA's contract have received their annual security/privacy training that meets VA's requirements and the total number of employees trained. See VA Handbook 6500.6, Appendix C, paragraph 9.

F. A requirement to sign VA's Rules of Behavior: "Before being granted access to VA information or information systems, all contractor employees and subcontractor employees requiring such access shall sign on an annual basis an acknowledgment that they have read, understand, and agree to abide by VA's Contractor Rules of Behavior which is attached to this contract." See VA Handbook 6500.6, Appendix C, paragraph 9, Appendix D. Note: If a medical device vendor anticipates that the services under the contract will be performed by 10 or more individuals, the Contractor Rules of Behavior may be signed by the vendor's designated representative. The contract must reflect by signing the Rules of Behavior on behalf of the vendor that the designated representative agrees to ensure that all such individuals review and understand the Contractor Rules of Behavior when accessing VA's information and information systems.

G. 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." See VA Handbook 6500.6, Appendix C, paragraph 5.h., for the specific options.

RECORDS MANAGEMENT LANGUAGE

Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. Chapters. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.

In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.

In accordance with 36 CFR 1222.32, the contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and

associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.

The VA Southern Nevada Healthcare System (VASNHS) and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of VASNHS or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701.

In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, the contractor must report to VASNHS. The agency must report promptly to NARA in accordance with 36 CFR 1230.

The contractor shall immediately notify the appropriate Contracting Officer (CO) upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the contract documents. The contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to VASNHS control or the contractor must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the CO or address prescribed in the contract documents. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).

The contractor is required to obtain the CO'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, contracts. The contractor (and any sub-contractor) is required to abide by Government and VASNHS guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.

The contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with VASNHS policy.

The contractor shall not create or maintain any records containing any non-public VASNHS information that are not specifically tied to or authorized by the contract.

The 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 from public disclosure by an exemption to the FOIA.

VASNHS owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which VASNHS shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.

Training. All contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take VHA-provided records management training. The contractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

Flowdown of requirements to Subcontractors:

The contractor shall incorporate the substance of this clause, its terms and requirements including this paragraph, in all subcontracts under this contract document, and require written subcontractor acknowledgment of same.

Violation by a subcontractor of any provision set forth in this clause will be attributed to the contractor.