

PERFORMANCE WORK STATEMENT (PWS) CABLE TELEVISION SERVICES

1. BACKGROUND

- 1.1. The Joint Base Pearl Harbor Hickam (JBPHH) complex is one of the nation's most historically significant locations. The special historical designation of many of its buildings creates special and unique conditions for JBPHH in meeting the needs the more than 81,000 military members, civilians, and others that utilize its infrastructure and occupy its facilities daily.

2. SCOPE AND OBJECTIVES

- 2.1. The Contractor shall furnish all labor, equipment, repair/replacement parts and supplies, services, and materials, except as specified as government-furnished, for the installation, operation, and maintenance of on-site cable television and high speed internet support services for existing and established locations and sites specified in the service area. Services include continuous and uninterrupted cable TV service, twenty-four hours a day, seven days a week for cable TV signal and varying levels of Internet service ranging from basic to enterprise level.
- 2.2. Due to current restrictions on modifying, adding, and mounting fixtures and materials of any type on buildings designated as or within historical districts, cable TV service is the minimum requirement (satellite dishes are not acceptable).

3. PERFORMANCE REQUIREMENTS

- 3.1. General
 - 3.1.1. The Contractor shall be responsible for all cable TV service and Internet connectivity as required.
 - 3.1.2. Services shall include operational maintenance of Contractor hardware and Contractor installed equipment and cables.
 - 3.1.3. Service Response: The Contractor shall respond within one business day after initial contact by the Technical Point of Contact (TPOC), to resolve loss of service, intermittent, degradation, or loss of signal or download/upload speeds. Response shall be during customer normal business hours, but not later than one business day after notification, or as agreed with the TPOC. The TPOC shall be advised by the Contractor if service cannot be restored within 24 hours of Contractor's response.
 - 3.1.4. For new service (new account) or changes in existing service levels (installation, relocation, or disconnection of service), the Contractor shall provide a written price quote to the customer (TPOC for existing accounts, requesting government point of contact for new accounts) within five business days of receipt of the request. Upon issuance of a new Purchase Order or modification, the TPOC/government POC shall contact the Contractor in order to schedule the required service changes. The Contractor shall complete all actions required by the service request within seven calendar days of initial contact by the TPOC/government POC, unless the TPOC/government POC establishes a later date.

- 3.1.5. Pro-rata rate adjustment: Service interruptions exceeding 24 hours from Contractor initial response shall result in a pro-rata credit adjustment of the current rates charged computed at 1/30 of the monthly billing for each day of interruption until service is restored unless the service interruption is caused by acts of God or nature. The Contractor shall submit to the TPOC a statement of the total credit adjustment for interruptions exceeding 24 hours and the adjustment will be applied to the corresponding months invoice when submitted per payment instructions of the purchase order.
- 3.2. Cable TV services
- 3.2.1. The Contractor shall provide a TV channel line-up that is substantially similar to that which is typically offered to commercial and residential customers of the Island of Oahu, Hawaii that does not require the payment of additional access fees. The channels shall contain access to local, as well as Continental US channels/networks and Public Access channels such as C-Span. For service locations that require additional services, the Contractor shall provide the Government the additional services at or below rates currently offered to other customers on Oahu. Cable services should be continually technologically updated to be equivalent to that afforded to the general public.
- 3.2.2. The Contractor shall be responsible for providing the cable and infrastructure to the display unit or monitor, except in the case of certain buildings and facilities where an internal Government furnished cable network or distribution system is already installed and/or is an integral part of the building; the Contractor shall be responsible for providing cable signal to the building's distribution panel point location in such cases. Service and signal technology and quality provided shall be equivalent to or better than that afforded to the public.
- 3.2.3. Signal Strength: Signal strength provided shall be the minimum level required to provide a clear picture and sound quality without degradation of picture quality or sound static as consistent with Federal Communications Commission technical standards.
- 3.2.4. Public Service Access Channels: The Contractor shall provide a total of two public access channels for military/government content channels. The system shall be designed and constructed to permit the government to originate programming for the government access channel from facilities located on the Joint Base. Originating programming equipment and its operation will be the responsibility of the government. These channels are currently broadcasting Public Affairs information and Hickam Air Terminal Flight information.
- 3.2.5. The contractor shall provide emergency override capability to span all video channels.
- 3.3. Internet Services (if applicable): The Contractor shall provide high speed broadband Internet access at various levels of bandwidth, in the form of typical download and upload data speeds, dynamic and/or static I.P. addresses, as required for locations requiring Internet services. Service speeds should be equivalent to industry standards and shall include maximum download speed of at least 300 Megabits per second. Internet services must be via wired connections.
- 3.4. Inventory: The Contractor shall maintain complete inventory lists for each account on the purchase order. The inventory list shall include at a minimum the quantity and location

each type of service provided. The Contractor shall deliver inventory lists to the Contracting Officer and the TPOC upon request.

3.5. Billing and Invoicing: The Contractor shall submit invoices in accordance with the payment instructions specified by the purchase order. Invoices shall be submitted monthly and no later than four months after the month in which service was provided.

3.6. SERVICE DELIVERY SUMMARY

TABLE A

Performance Requirement	PWS Paragraph	Surveillance Method	Frequency	Performance Threshold
1. Provide continuous, uninterrupted Cable TV signal service, 24/7.	3.2	Service Availability Report	As requested by the TPOC, but no more than quarterly	Availability rate of 99% for all channels
2. Provide continuous, uninterrupted Internet service, 24/7, at or faster than required speeds	3.3	Service Availability Report	As requested by the TPOC, but no more than quarterly	Internet service at or better than required speed 99% of the time
3. Service response time	3.1.3	Customer Feedback	Each Service Request	Service restored within 24 hours 99% of the time
4. New and transfer response time	3.1.4	Customer Feedback	Each new installation or transfer of service	Installation/transfer completed in 7 days 99% of the time
5. Availability of public access channels	3.2.4	Service Availability Report	As requested by the TPOC, but no more than quarterly	Availability rate of 99% for 2 public access channels
6. Provide inventory lists	3.4	Inventory List	As requested by the TPOC, but no more than quarterly	Inventory list 95% accurate
7. Invoicing	3.5	WAWF/iRAPT	Monthly	99% of Invoices submitted within 4 months after the month in which service was provided

4. RATES:

4.1. Rates for Cable Service: For cable TV and internet services, the Contractor agrees:

- 4.1.1. To provide subscriber rates within the service area at least as low as those offered subscribers outside the Service Area, unless the Contractor can demonstrate that expenses uniquely associated with serving the Service Area cause higher rates.
- 4.1.2. To provide to the Contracting Officer, on an annual basis, a schedule of its off-the-Installation rates.

5. QUALITY CONTROL AND QUALITY ASSURANCE

- 5.1. The Contractor is responsible for implementing and maintaining a Quality Control Plan (QCP) that identifies the results in correction of potential and actual problems. The QCP shall be implemented on the first day of contract performance. The QCP shall encompass all positions the Contractor is supplying to the Government during the period of performance.
- 5.2. The Government is responsible for Quality Assurance to ensure that the services rendered by the Contractor are acceptable and meets the Government's minimum requirements.
- 5.3. Periodic Progress Meetings: The Contractor shall schedule and participate in periodic progress meetings as needed up to quarterly to address services during the period of performance. At these meetings, the Contracting Officer and/or TPOC will apprise the Contractor of how the Government views the Contractor's performance and the Contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. Additional meetings may be scheduled to address immediate issues. These meetings shall be at no additional cost to the Government and may be in the form of telephone or video conferencing and/or on-site meetings mutually agreed by both parties.

6. GOVERNMENT FURNISHED PROPERTY AND SERVICES

- 6.1. GENERAL: The Government will not provide any material or services. Facility access for services and customer accounts shall be in coordination with the TPOC.
- 6.2. UTILITIES: Contractor may utilize approved existing electrical outlets at the place of performance. Contractor personnel shall practice energy conservation to preclude energy waste.

7. CONTRACTOR QUALIFICATIONS/REQUIREMENTS:

- 7.1. Performance of all work under this contract is restricted to US citizens and US nationals only. All work performed shall be in accordance with Federal, State of Hawaii, CNRH and local laws, regulations and procedures.
- 7.2. **Security Requirements:** Work under this contract is UNCLASSIFIED, but may require access to a Controlled Area or other sensitive areas. The Contractor shall comply with all applicable Joint Base and individual customer security regulations and procedures and obtain the necessary access, clearances, approvals and badges prior to the period of performance. The Contractor shall not disclose and shall safeguard procurement sensitive information, computer systems and data, Privacy Act data, and Governmental personnel work products that are obtained or generated in the performance of this contract. All

records, documents, files and other media generated during the period of performance is Government property and shall be returned or processed in accordance with current procedure supplied by the TPOC five (5) days prior to the end of the purchase order.

- 7.3. Identification and Base Passes: ~~The Contractor shall obtain identification cards and base vehicle passes for employees. Application shall be coordinated through the Security Officer or designated representative. At time of application, Security Forces may conduct a background check. Upon termination of employment or the end of the period of performance, as applicable, the Contractor shall return identification cards and base passes to the COR and TPOC office within 24 hours. New visit requests must be submitted prior to each contract or option year.~~

~~Base Access: All Contractor personnel shall obtain access to the installation by participating in the Defense Biometric Identification System (DBIDS) or Navy Commercial Access Control System (NCACS), as applicable. The Contractor shall furnish a completed EMPLOYMENT ELIGIBILITY VERIFICATION (DHS FORM I-9) form for all personnel requesting badges. This form is available at <http://www.uscis.gov/portal/site/uscis> by searching or selecting Employment Verification (Form I-9). Immediately report instances of lost or stolen badges to the Contracting officer.~~

All Contractor personnel shall obtain access to the installation by participating in the Defense Biometric Identification System (DBIDS). DBIDS is an enterprise identity management and perimeter installation access control solution in which Contractor personnel who enroll, and are approved, are subsequently granted access to the installation for a period up to three years, or the length of the contract, whichever is less, and are not required to obtain a new pass from the Base Pass and Identification Office for each visit. There are no fees associated with obtaining a DBIDS credential. The Government performs background screening and credentialing. Forms and additional information about DBIDS can be found at: <https://www.cnic.navy.mil/Operations-and-Management/Base-Support/DBIDS>. The Government will not be responsible for any cost or lost time associated with obtaining paper passes or added vetting or inspections incurred by non-participants in the DBIDS credentialing process. Immediately report instances of lost or stolen badges to the Contracting officer.

8. POLICIES ON CONTRACTOR PERSONNEL

- 8.1. The Contractor is required to comply with Public Law 105-270, Section 5(2)(A). This law states that Contractors will not perform inherently governmental functions. Section 5(2)(A) of this Public Law defines the term “inherently governmental function as “a function that is so intimately related to the public interest as to require performance by Federal Government employees.” Per Section 5(2)(B), inherently governmental functions include management of Government programs requiring value judgments, conduct of foreign relations, selection of program priorities, and the direction of intelligence and counter-intelligence operations. Per Section 5(2)(C), inherent governmental functions DO NOT include, (i) gathering information for or providing advice, opinions, recommendations, or ideas to Federal government officials; or (ii) any function that is primarily ministerial and internal in nature.

8.2. Policies on Contractors

- 8.2.1. When performing the tasks associated with this PWS, by using email through phone calls, in meetings, in public or otherwise, contractor personnel will make clear to all individuals they deal with that they are contractor employees and not DoD employees. When participating and introducing themselves during official events wherein DoD, non-DoD or foreign officials are present, Contractor personnel will identify themselves as employees of the Contractor.
- 8.2.2. Action of Contractor employees may not be interpreted or implemented in any manner that results in any Contractor employee creating modifying Federal policy, obligating the appropriated funds of the U.S. 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 Regulations (FAR).
- 8.2.3. Contractor employees performing services shall be required to comply with all Commander Navy Region Hawaii and installation applicable regulations, all Commander, Navy Region Hawaii and installations' rules applicable to code of ethics/standards of conduct rules and regulations applicable to conduct, safety, security, and procedures governing site entry and exit.
- 8.2.4. Contractor personnel shall be required to safeguard data files and output products, regardless of format or medium, in accordance with appropriate security measures for classification of data being handled within Commander Navy Region Hawaii (see DoD Regulation 5200.1, OPNAVINST 5500.2). Contractor personnel shall also safeguard Privacy Act Information in accordance with existing regulations and complete any required training.

9. HOURS OF OPERATION

JBPHH hours of operation range from 6:30 a.m. to 5:00 p.m., Monday through Friday, excluding Federal Holidays. However, some organizations may operate 24 hours per day, seven days per week, including Federal Holidays.

Federal Holidays

New Year's Day	1 st of January
Dr. Martin Luther King's Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	5 th Monday in May
Juneteenth	19 th of June
Independence Day	4 th of July
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veteran's Day	11 th of November
Thanksgiving Day	4 th Thursday in November
Christmas Day	25 th of December

If the Federal Holiday falls on a Saturday, the holiday is observed on the preceding Friday. If the Federal holiday falls on a Sunday, the holiday is observed on the following Monday.

10. PERIOD OF PERFORMANCE: 12 months.

11. PLACE OF PERFORMANCE: Refer to purchase order for specific locations.

12. TECHNICAL POINT OF CONTACT (TPOC):

12.1. TBD

~~13. CONTRACTOR UNCLASSIFIED ACCESS TO FEDERALLY CONTROLLED FACILITIES, SENSITIVE INFORMATION, INFORMATION TECHNOLOGY (IT) SYSTEMS OR PROTECTED HEALTH INFORMATION:~~

~~Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive Type Memorandum (DTM) 08-006—"Department of Defense (DoD) Implementation of Homeland Security Presidential Directive—12 (HSPD—12)" dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives.~~

~~APPLICABILITY~~

~~This part applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a Department of Navy (DoN) or DoD computer/network/system to perform certain unclassified sensitive duties. This section also applies to contractor employees who access Privacy Act and Protected Health Information, provide SERVICES associated with fiduciary duties, or perform duties that have been identified by DON as National Security Position, as advised by the Navy Command Security Manager. It is the responsibility of the responsible security officer of the command/facility where the work is performed to ensure compliance. Each contractor employee providing services at a Navy Command under this contract is required to obtain a Department of Defense Common Access Card (DoD CAC). Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.~~

~~ACCESS TO FEDERAL FACILITIES~~

~~Per HSPD-12 and implementing guidance, all contractor employees working at a federally controlled base, facility or activity under this paragraph will require a DoD CAC. When access to a base, facility or activity is required contractor employees shall in process with the Navy Command's Security Manager upon arrival to the Navy Command and shall out process prior to their departure at the completion of the individual's performance under the contract.~~

~~ACCESS TO DOD IT SYSTEMS~~

~~System Authorization Access Request Navy (SAAR-N) In accordance with SECNAV M-5510.30, contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, (moderate risk) positions which require access to information protected under the Privacy Act Information, to include Protected Health Information (PHI). All contractor employees under this contract who require access to Privacy Act Information protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity's Command Information Assurance Manager. Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Tier 5 Investigation which is a higher level investigation than the Tier 3 Investigation described below. I IT (high risk) positions privileged system access, a SSBI (T5) suitable for High Risk public trusts positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and~~

must be trained and certified on the Operating System or Computing Environment they are required to maintain.

~~Access to sensitive IT systems is contingent upon a favorably adjudicated investigation required for their position. When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background or personnel security investigation. When access to IT systems is required for performance of the contractor employee's duties, such employees shall be processed through with the Navy Command's Security Manager and Information Assurance Manager; Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-N; therefore, the government sponsor with knowledge of the system/network access required or the COR shall sign the SAAR-N in line 15 of the form.~~

~~The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date. The Contractor's Security Representative shall may contact the Command Security Manager or Defense Security Service Representative for guidance when reinvestigations are required.~~

~~INTERIM ACCESS~~

~~The Navy Command's Security Manager may authorize issuance of a DoD CAC and interim access to a DoN or DoD unclassified computer/network upon a favorable review of the investigative Standard Form 85 or Standard Form 86 questionnaire and advance favorable fingerprint results.~~

~~DENIAL OR TERMINATION OF ACCESS~~

~~Contractors shall plan ahead in processing their employees and subcontractor employees. The prime contractor is responsible for disseminating security requirements to its subcontractors. The subcontractor is permitted to have unclassified access to a federally controlled facility, federally controlled information system/network and/or to government information, meaning information not authorized for public release if the employee(s) have a favorable adjudication determination for suitability/public trust.~~

~~CONTRACTOR'S SECURITY REPRESENTATIVE~~

~~The contractor shall designate an employee to serve as the Facility Security Officer (FSO) or Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the requiring activity's Contracting Officer Representative, in writing, the name, title, address and phone number for the Contractor's Security Representative. The FSO or Contractor's Security Representative shall be the primary point of contact on any security matters.~~

~~SENSITIVE NATIONAL SECURITY POSITIONS~~

~~Title 5, Code of Federal Regulation (CFR) 732.201 requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Navy recognizes contractor employees under this contract as Non-Critical Sensitive [ADP/IT II] which the incumbent is responsible for the direction, planning, design, operation, or~~

~~maintenance of a computer system, and whose work is technically reviewed by a higher authority of the ADP-I category to insure the integrity of the system] when the contract scope of work require physical access to a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties. This designation is also applied to contractor employees who access Privacy Act Information and Protected Health Information (PHI), provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed T3 to obtain a favorable determination for assignment to a Non-Critical Sensitive. Each contractor employee filling a non-critical sensitive position is required to complete:~~

- ~~. SF-86 Questionnaire for designated requiring Non-Critical Sensitive Positions~~
- ~~. Two FD-258 Applicant Fingerprint Cards (or an electronic submission)~~
- ~~. Original Signed Release Statements and Certification of Completion~~
- ~~. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a determination. Personnel Security investigations shall be reinitiated as required to ensure investigations remain current (not older than 10 years) throughout the contract performance period.~~

~~If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or a hard copy VAR directly from the FSO or Contractor's Security Representative. Although the contractor will take JPAS "Owning" role over all the contractor employees, the Navy Command might take JPAS "Servicing" role over the contractor employee during the hiring process and if assigned contractor employee is on-site the duration of the contract. The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.~~

~~The contractor shall ensure each individual employee has a current favorably completed Tier 2 investigation have been gained and investigation has been processed with OPM. Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date. Although the contractor will take JPAS "Owning" role over all contractor employees, the Navy Command will take JPAS "Servicing" role over the contractor employee during the hiring process and for the duration of assignment under that contract. The COR will approve contractor employees requiring a DoD-issued CAC and arrange the processed, through the Navy Command Security Manager.~~

~~Non-Critical Sensitive/Personnel Security Clearance Positions report to DSS and/or through JPAS, notify Command Security Office.~~

- ~~—(1) GUIDELINE A: Allegiance to the United States;~~
- ~~—(2) GUIDELINE B: Foreign Influence;~~
- ~~—(3) GUIDELINE C: Foreign Preference;~~
- ~~—(4) GUIDELINE D: Sexual Behavior;~~
- ~~—(5) GUIDELINE E: Personal Conduct;~~
- ~~—(6) GUIDELINE F: Financial Considerations;~~
- ~~—(7) GUIDELINE G: Alcohol Consumption;~~
- ~~—(8) GUIDELINE H: Drug Involvement;~~
- ~~—(9) GUIDELINE I: Psychological Conditions;~~

- ~~—(10) GUIDELINE J: Criminal Conduct;~~
- ~~—(11) GUIDELINE K: Handling Protected Information;~~
- ~~—(12) GUIDELINE L: Outside Activities;~~
- ~~—(13) GUIDELINE M: Use of Information Technology Systems~~