

# Statement of Work (SOW) Miami VA Healthcare System

## **Project Title: Furniture**

### **1. GENERAL INFORMATION:**

This SOW is to provide furniture for the Miami VA Health Care System in the wheel chair room.

### **2. ITEMS REQUESTED:**

The furniture requested is to provide a professional clinical yet comfortable setting that will reinforce the image of a modern VA Medical Center and the spirit of service of the VACHS to its Veteran Patient population.

To assure a timely and equitable evaluation of proposals, offerors must follow the instructions contained herein. Proposals must be complete, self-sufficient, and respond directly to the requirements of this SOW.

There will be no public opening of offers, and all offers will be confidential until the contract has been awarded.

### **3. EVALUATION CRITERIA:**

Attached please find Attachment B, a detailed list of the furniture parts object of this SOW. Each item, depending on the Brand or Manufacturer, could include more than one catalog number, or any one item (or more) could be part of another item. Offeror is to guaranty compliance with the specifications of this SOW and must provide evidence of this. [Note: Numbers used to describe items represent measurements, in inches (e.g. : 24-26SQ = a square table 24 to 26 inches on the side; 24D = a 24" Diameter table top; 60x20 = a 60" wide x 20" deep credenza; 72X24 = a worksurface 72"wide X 24" deep; etc.).]

**Additional Requirements:** The offerors shall also provide with their offer:

Warranty Certificates of the products in their offer.

"Green" initiatives compliance certifications

Supplier shall also provide necessary services, to include:

Design Charges, if any.

Transportation to VA's Loading Dock, Miami, FL, if any.

Delivery to project site.

Installation.

Garbage Disposal

### **3 FREIGHT**

Handling and Shipping Logistics:

Offeror/Contractor will manage all the shipping scheduling.

VA will provide the Awarded Offeror/Contractor with the carriers' contact names and phone numbers.

Furniture Contractor Freight Responsibilities:

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It is the Offeror/Contractor's responsibility to assure that appropriate packing, packaging, wrapping, blocking and bracing are implemented. Damages caused by improper application of any of these will be the responsibility of the Offeror/Contractor. All the furniture in the order must be palletized.

Offeror/Contractor shall coordinate with Activation Coordinator the specific location where the furniture will be staged prior to installation.

#### **4 INSTALLATION:**

Requirements and specifications

The Work consists of the following: Installation of furniture at project site in the Wheel Chair room

After award, Contractor shall provide a list of available installers for this project to COR.

Project will be installed in 3 phases, consisting of through starting Friday after 4:00pm and Saturday from 7:00am – 8:30pm, and after notice of the COR. The installation days will include the unloading and installation of all the furniture, and the removal from the project site of all the cartoning, garbage and any other debris, and leaving the area "broom clean", so that the PAIN CLINIC Space may open to provide service at 7:00AM the Monday immediately following the installation period.

Work shall be generally performed after normal business working hours of 4:00p.m. to 8:30p.m., on the designated days, which are to be agreed by both parties (VA and furniture contractor), except as otherwise indicated or agreed to between Contractor and COR. Additional hours or extra hours exceeding the time frame presented shall be approved by the COR.

Contractor shall provide a list of all the employees working in the project to the COR to be filed with VA Police Service.

**All employees shall be uniformed and identified with a visible company ID card at all times.**

Installation of furniture will be on the floor and/or walls, according to the modular furniture designs in this procurement: wall mounted cabinets, tackboards and/or markerboards, and/or mounting frames, strips or any other required hardware. Contractor shall provide all necessary hardware, equipment and tools, for the completion of the work.

Transport equipment, including platform cars, lifters, hand trucks, or other necessary equipment, shall be approved by the COR.

Use of VA equipment by Contractor is strictly prohibited. It is also prohibited to request any materials to any employee of the VA.

Contractor shall remove all trash, cartons and debris on a daily basis, and must provide and execute a recycling plan for cartons and cardboard disposal.

Contractor shall clean the installed furniture after the completion of each installation day.

Contractor shall fix any construction or building finishes affected by the installation. Work includes but is not limited to: plaster and paint, ceilings, and cleaning of hard floors among others.

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Site disturbance, including furniture movement, must be limited to the areas where the furniture is being installed.

Contractor will notify in writing to COR of any installation interruptions not less than 1 day in advance. Absence of the contractor for 2 working days without written notification will result in the termination of the remaining installation activities of the contract, and cancellation of payment of all (unpaid) previous and all prospective installation costs.

Prior to installation, Offeror/Contractor shall evaluate the area and include all the necessary materials to finish the work satisfactorily and in accordance with the design intent presented. Failure to comply with the design intent is considered a failure of the agreement.

All solvents, cement and/or glues shall be in compliance of our Hospital's Low-VOC policy, and shall be Green Guard certified. None other materials are allowed. Contractor shall provide to the COR, at his request, the Material Safety Data Sheet(s) of any substance(s) being used in the installation.

### **5 SCHEDULE**

Furniture is to be received according with the Installation Plan of the Facility. After award, arrangements will be made between Contractor and the Miami VA Healthcare System, represented by the COR, to determine specific sequencing of the furniture installation. Commencement of work shall occur after all the shipments of furniture are received, and only after notice by the COR.

Contractor shall certify to the COR the installation completion of the order. COR, with certification of the contractor, and after inspection of each room and installation verification, will certify the receiving reports required, so that payment to Contractor may be issued upon job completion.

### **6 ADDITIONAL REQUIREMENTS:**

Sustainability

Miami VA Healthcare System is identifying sustainable objectives and practice to meet requirements and impacts from Executive Order (EO) 13423, Strengthening Federal Environmental, Energy, and Transportation Management (2007) and the EO 13514, Federal Leadership in Environmental, Energy, and Economic Performance (2009).

The initiatives presented above, require the purchase of furniture and equipment from companies who have a sustainable or "green" program in manufacture and product development.

Prospective offerors shall provide furniture certified by at least one of the following certifications:

Greenguard

FSC

ANSI/BFMA

Cradle to Cradle

Scientific Certification Systems

ISO

NSF International

Prospective offerors shall submit and certify:

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Furniture recyclable content  
Manufacturing sustainable practices

### Warranty

12 years warranty on furniture parts and repair labor, equal or better.

Five (5) year warranty on electrical components, casters, pneumatic cylinders, tilts, and all moving mechanisms, on parts and repair labor, three shifts (24/7) equal or better.

Two (2) years warranty on seating upholstery, textiles, leathers and finishes, equal or better.

One (1) year warranty on light ballasts and bulbs, seating upholstered arm pads and soft arm pads, upholstered surfaces, equal or better.

### **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

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(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:**

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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.