

**PERFORMANCE WORK STATEMENT
FOR
ENCLOSED AND OPEN RACK SHELVING STORAGE SYSTEM**

A. GENERAL INFORMATION:

Department of Veterans Affairs Medical Center (VAMC) Charlie Norwood, Augusta, Georgia is competing to replacing an existing storage system in the Prosthetics Department. The enclosed and open rack system shall be an efficient storage system proficient enough to reduce the manhours currently needed to properly store and maintain supplies. The enclosed system is mandatory to ensure proper storage of medical and surgical products, OI&T and non-OI&T products issued to Veterans. This contract will be performance based. Contractor will provide at contractor's expense all supervision, tools, materials, supplies, equipment and labor to perform the work. Site Visits will be arranged for placement verification.

1. SCOPE OF WORK – Enclosed and Open Rack Storage System Installation: Contractor shall conduct a facility site visit. Contractor will coordinate with the Contracting Officer Representative (COR) or facility point of contact at the VA Medical Center to determine the most reasonable time to conduct a site visit. The current storage system will need to be removed by the contractor. The contractor will provide all supervision, tools, materials, supplies, equipment and labor to perform the disassembly and removal of the current filing system. The VAMC is expecting the following during the site visit for the facility where applicable:

- Plans for the removal and disposal of the existing storage system.
- Inspect all electrical components for operational integrity.
- Inspect area for structural integrity and availability of space.
- Plans for the proper installation and placement of a new storage systems.
- Cleanliness of the work area during the removal and installation on the systems

A report shall be provided to the COR and facility POC Manager that will show the results of the site visit and explain any corrective actions that will be taken, to include information regarding any preparatory action needed from the VA facility maintenance.

2. INSTALLATION:

Installation will be performed during the working hours of 8:00am thru 4:30pm, Monday through Friday. Work at the government site shall not take place on Federal holidays or weekends unless coordinated with the Contracting Officer Representative (COR). The Contractor must notify the Facility's point of contact or COR for coordination of any required access to additional work areas. Contractor(s) will need to obtain an Identification Badge which shall be worn at all times while on station. After all work is completed, the Contractor must notify the facility's POC or COR of completion. A verbal or written status report will be provided to the COR following the completion of the work day as determined by the COR.

3. STORAGE SYSTEMS AND OPERATION:

If the problem is covered under warranty, contractor shall coordinate with the respective manufacturer to correct the fault. Those faults that occur that the contractor can identify may be corrected by the installing contractor. Any fault covered under warranty and requiring coordination

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with the manufacturer for technical support/replacement parts will be closely managed/supervised by the contractor to ensure prompt action. A detailed maintenance report will be provided following each visit for repair or maintenance.

Any damage, fault or other malfunction resulting from workmanship, manufacturing defect or any other fault/failure covered by a manufacturer’s warranty shall be corrected by the installing contractor. Any correction that will require coordination with manufacturer for replacement parts related to warranty coverage shall be coordinated by or managed by the contractor.

Any fault/failure or damage resulting from actions/incidents which falls outside of workmanship or warranty coverage specifications may be corrected by the contractor at the direction and expense of the VA. Any such failure will be noted on the inspection report and specifically addressed with the COR.

4. PERFORMANCE AND DELIVERABLES:

All work must be performed by competent trained personnel who are experienced and qualified to work on the specific equipment. All work performed shall be accomplished in accordance with the manufacturer’s instructions including, but not limited to, adjustments, calibrations, cleaning, lubrication, testing, disassembly, inspection, replacement of worn or defective parts, etc., required to keep the equipment in operating condition. Contractor’s maintenance of the equipment must satisfy all requirements as set forth by the manufacture. Contractor must ensure all trash and debris is removed from site after work is completed.

Deliverables	PWS Section	Performance Standard	AQL
Removal of Current Storage System	A1	Coordination with COR or facility Manager to schedule site visits	Services shall be performed within 5 days of being scheduled.
Performance of site inspection of Facility	A1	Section 1 of PWS objectives are meet and satisfied	100% of areas needed for the installation shall be inspected
Installation of Storage Systems	A2 and A3	Sections 2 and 3 of PWS are complied with and satisfied	Manufacturer and contractors’ warranties shall be complied with 100% of the time
Performance	4	Section 4 of PWS objectives are meet and satisfied	Requirements met 100% of time

B. PERFORMANCE PERIOD:

The installation of the system shall be completed within six (6) months after contract award with the work commencing 30 days from date of award.

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C. KEY PERSONNEL:

Key Personnel, as specified in Contractor's Technical Proposal must be listed and approved to be working on this project by the Government within five business days of any change in the Key Personnel. The Contractor's Project Manager is a Key Person as defined by this section.

1. CONTRACTOR PERSONNEL REQUIREMENTS

The Contractor shall provide personnel capable of performing the installation of all components as well as general instruction on the operation of the file storage system to be performed immediately after installation of the system. Additionally, all personnel shall be subject to a Government specified background investigation prior to working with Personally Identifiable Information. The position sensitivity for this effort has been designated as Low Risk and the level of background investigation is a National Agency Check with Written Inquiries. All personnel shall be U.S. Citizens. The Contractor will coordinate with the COR for all Security Issues.

2. HOURS OF WORK:

This contract shall include all necessary service calls seven (7) days per week, between the hours of 8:00a.m. and 4:30p.m. Eastern Standard Time, Federal Holidays included.

D. CONTRACT TYPE:

This is a firm fixed price contract

E. TRAVEL:

The Department of Veterans Affairs Medical Centers (VAMCs) is NOT responsible for any travel expenses associated with this requirement.

F. AUTHORIZED SERVICES:

The services authorized under this contract is disassembly and removal of the current file system and installation, inspection and general instruction of the new filing system. Before performing any service or repair of a non-contract nature, the Contracting Officer or his/her designee must be advised of the reason for this additional work. Contractor is cautioned that only the Contracting Officer may authorize additional services or repairs and reimbursement will not be made unless this prior authorization is obtained.

G. COR AUTHORITY:

In no event is the COR empowered to change any of the terms and conditions of the contract. All changes, to any section of this contract, shall be made only by the Contracting Officer pursuant to a properly executed modification. The types of actions within the purview of the COR's authority are to ensure that the Contractor performs the technical requirements of the contract, and to notify the

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Contracting Officer of any deficiencies observed. A Letter of Designation shall be issued to the COR and a copy shall be sent to the Contractor at the time of contract kickoff meeting or post-award conference setting forth in full the responsibilities and limitations of the COR.

H. DISCONTINUANCE OF SERVICE:

The Government reserves the right to terminate service on individual systems with a thirty day (30) written notice to the Contractor with payment to be prorated.

I. SUBCONTRACTING:

Due to the complexity of the services required herein, subcontracting will not be permitted without prior written approval by the Contracting Officer.

J. PARTS:

(a) Only new, standard parts shall be furnished by the Contractor. All parts shall be of the manufacture and have versatility be installed at the facility with as little structural augmentation as possible.

(b) All newly installed equipment and parts become the property of the Government. Replaced parts are to be disposed of legally by the Contractor in accordance with industry standards.

K. GOVERNMENT FURNISH EQUIPMENT:

The VAMC will not furnish parts and/or test equipment for the performance of this contract. It is the responsibility of the Contractor to bring the appropriate equipment and/or supplies necessary to complete the work as required within.

L. QUALITY CONTROL:

After contract award, the Contractor shall implement and follow a Quality Control Plan or Quality Assurance and Surveillance Plan (QASP) that will be accepted by the Government. The solution-based Quality Control Plan or QASP with performance goals and acceptable quality levels is necessary to ensure quality for this project. The Contractor shall address any issues established by the Government performance goals as needed. The Contractor will provide full access of its internal QASP for the COR to monitor performance.

A. QUALITY ASSURANCE:

As stated in the Quality Control Plan or QASP, the Government shall evaluate the Contractor's performance under this agreement. For those tasks listed in the Quality Control Plan or QASP, the COR or evaluators shall follow the methods of surveillance specified in this agreement. Such surveillance shall be done according to standard inspection procedures or other agreement provisions. Any action taken by the contracting officer as a result of surveillance shall be in accordance with the terms of this agreement.

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M. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS:

The Contractor shall ensure that services provided to the Government under this agreement comply with all applicable laws, statutes, regulations, and guidelines that govern the operation of systems by the Government. The Contractor shall also ensure that all services provided to the Government under this agreement comply with all Government mandated procedures, standards, and requirements.

As the Government develops and implements new or modified policies and procedures either to comply with internal agency rules and procedures or to comply with applicable rules, regulations, statutes, or other binding obligations ("Additional Compliance Terms"), the Government reserves the right to incorporate such Additional Compliance Terms into this Agreement. The Contractor hereby acknowledges and agrees that such Additional Compliance Terms shall become part of this agreement. The Government shall provide the Contractor with prior written notice regarding the date by which the Contractor shall comply with each set of Additional Compliance Terms ("Compliance Date"). Failure to comply with the Additional Compliance Terms prior to the Compliance Date shall be cause for the Government to immediately terminate this agreement. In the event that the Government terminates this agreement because of the Contractor's failure to comply with Additional Compliance Terms by the Compliance Date, the Contractor shall be liable for such reasonable costs as may be associated with the Government's efforts to procure a replacement Contractor and associated systems and services.

N. SECURITY: PER REVIEW OF VA HANDBOOK 6500.6, CONTRACT SECURITY, APPENDIX A- INFORMATION SECURITY AND PRIVACY CHECKLIST:

- "The C&A requirements do not apply, and a Security Accreditation Package is not required."
- Acquisition of this service does not involve the storage, generating, transmitting, or exchanging of VA sensitive information to the vendor
- There may exist exposure to VA sensitive information, in particular to sensitive personal information (SPI) while implementing contractual services

Minimum Statutory Requirements

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/subcontractor 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. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1). See VA Handbook 6500.6, Appendix C, paragraph 3.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,

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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

Requirement to pay liquidated damages in the event of a data breach: 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. 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.

Each risk analysis shall address all relevant information concerning the data breach, including the following:

- (1) Nature of the event (loss, theft, unauthorized access);
- (2) Description of the event, including:
 - (a) date of occurrence;
 - (b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
- (3) Number of individuals affected or potentially affected;
- (4) Names of individuals or groups affected or potentially affected;
- (5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
- (6) Amount of time the data has been out of VA control;
- (7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
- (8) Known misuses of data containing sensitive personal information, if any;
- (9) Assessment of the potential harm to the affected individuals;
- (10) Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate; and
- (11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of \$37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

- (1) Notification;

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- (2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
- (3) Data breach analysis;
- (4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
- (5) One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and
- (6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs (see VA handbook 6500.6, appendix c, paragraph 7.a, 7.d)

O. CONFIDENTIALITY AND NONDISCLOSURE:

It is agreed that:

- 1. The Contracting Officer (CO) will be the sole authorized official to release verbally or in writing, any data, the draft deliverables, the final deliverables, or any other written or printed materials pertaining to this contract. No information shall be released by the contractor. Any request for information relating to this contract presented to the contractor shall be submitted to the CO for response.
- 2. Press releases, marketing material or any other printed or electronic documentation related to this project, shall not be publicized without the written approval of the CO.

P. INVOICES:

Payment will be made upon receipt of a properly prepared detailed invoice, prepared by the Contractor, validated by the Contract Officer Representative (COR) and submitted electronically.

A properly prepared invoice will contain:

- Invoice Number and Date
- Contractor's Name and Address
- Accurate Purchase Order Number
- Supply or Service provided
- Total amount due