

## PERFORMANCE WORK STATEMENT

### NORTH TEXAS VETERANS HEALTH CARE SYSTEM COURIER SERVICES

#### 1. GENERAL:

- 1.1 General: This is a non-personal services contract to provide courier services. The Government shall not exercise any supervision or control over the service providers providing the services described herein.
- 1.2 Description of Services/Introduction: The Contractor shall provide all personnel, transportation, equipment, supplies, facilities, supervision, and other items and non-personal services necessary to perform courier services as defined in this Performance Work Statement. The Contractor assumes all liability risks for work performed under this contract. The Contractor must assume total liability for all contract employees. The Contractor shall perform to the standards in this contract.
- 1.3 Scope: The Contractor shall provide regularly scheduled pickups of a variety of items including, but not limited to, lab specimens, x-rays, medical equipment/supplies, patient files, mail, etc. between both VA Primary Clinic locations in Tyler, Texas and the NTVHCS, Dallas, Texas in accordance with the terms and conditions of the contract and this Performance Work Statement. Usually the deliveries would fit easily into a small van, utility vehicle or station wagon. Occasionally, deliveries will be needed at other locations near the primary pick-up sites; this service will be considered "hot shot service".
- 1.4 Addresses:

North Texas Veterans Health Care System  
4500 S. Lancaster Rd.  
Dallas, TX 75216-7167

Tyler VA Primary Care Clinic  
3414 Golden Rd.  
Tyler, TX 75701-8336

Distance: 105.6 Miles one way / 211.2 Round Trip

Tyler VA Primary Care Clinic (New Site 2015)  
7916 S. Broadway Ave.  
Tyler, TX 75703-5242

Distance: 4.56 Miles

- 1.5 Physical Security: The Contractor shall be responsible for safeguarding all government equipment, information and property provided to Contractor personnel while performing the services described herein.
- 1.6 Period of Performance: The period of performance shall be for one (1) base year of 12 months and four (4) 12-month option years.
- 1.7 Type of contract: The government will award a firm fixed-priced contract.
- 1.8 Service Contract Act: The Service Contract Act applies to this contract. A current Service Contract Act Wage Determination for the area is attached to the contract. Employees performing under this contract must be paid at least the pay and fringe benefits described therein.
- 1.9 Line Item Number 2; "Hot Shot Service": The quantities for line item 2 in the order are estimated quantities. The quantities estimated for line item number 2, and the corresponding line items for option years, are estimates only and may not be requested to be used throughout the life of the contract.
- 1.10 Periodic Progress Meetings: The Contractor agrees to attend periodic progress meetings. The Contracting Officer, Contracting Officers Representative (COR), and other government personnel, as deemed appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings the Contracting Officer will appraise 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 will be taken to resolve outstanding issues. The Contractor's attendance at these meetings will be at no additional cost to the government.
- 1.11 Contracting Officer Representative (COR): The COR will be identified by a separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. A letter of designation issued to the COR, a copy of which will be provided to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.
- 1.12 Contract Administration: The Contracting Officer is the only person authorized to approve changes or modify any of the requirements under this contract. The Contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitments or issue changes that will affect price, quantity or quality of performance of this contract. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. All changes to the contract will be issued via an amendment and/or modifications in writing from the Contracting Officer to the Contractor.
- 1.13 Invoices: Invoices are to be submitted electronically; monthly, in arrears of the start of the services performed each month. Electronic invoices can be submitted at no additional cost at the VA Vendor Information System (VIS) website

<https://www.vis.fsc.va.gov/login.aspx?ReturnUrl=%2fDefault.aspx> , or at <http://www.tungsten-network.com/us/en/veterans-affairs/> . The COR is responsible for acceptance of services and/or the processing of receiving reports for the services provided to the government.

- 1.14 Work Stoppage/Delays: The Contracting Officer shall be notified at the earliest time available, but no later than the next business day, via phone of Contractor's knowledge of any conditions which may adversely affect the Contractor's ability to perform under the terms and conditions as stated in the specifications of this requirement. For example, union strikes, vehicle problems, licenses, or anything that might jeopardize the terms and conditions of this contract should be reported to the Contracting Officer.

It is expected that the Contractor shall provide the requirements as specified below; however, the VA reserves the right to use VA and other Federal contract providers.

## **2. CONTRACTOR QUALIFICATIONS**

- (a) Contractor must be a courier company with a Texas State license and carry a minimum of \$1,000,000 liability insurance.
- (b) Drivers: All drivers must maintain a valid driver's license for the type of vehicle operated as required by the State of Texas. A record of each driver as to character and physical capabilities of performing the duties as a courier must be maintained and made available to the Contracting Officer for inspection upon request.
- (c) The Contractor shall maintain their Motor Carrier Permit, hazardous material license number, certificate of training of couriers (employees), State of Texas driver's license, vehicle insurance, and registration.
- (d) The contract manager, drivers and alternates, must be able to read, write, speak and understand English. The name of this person, and an alternate, or alternates, who shall act for the Contractor when the manager is absent, shall be designated in writing to the Contracting Officer. An updated listing will be provided as changes in personnel occur.
- (e) The Contractor's personnel shall present a neat appearance and be easily recognized as a contract employee. The Contractors' employee shall wear an identification badge or tag that includes the company's name and logo, employee's name and photograph.

(f) Upon award notification the apparent successful Contractor will be asked to provide copies the following documents:

- Proof of Liability and Worker's Compensation Insurance
- Motor Carrier Permit
- Hazardous Materials License (if required)
- Hazardous Materials Training of drivers
- Proof of Vehicle Insurance

**3. ITEMS TO BE TRANSPORTED MAY INCLUDE BUT ARE NOT LIMITED TO:**

(a) Specimen containers; either an Igloo style ice-chest or Styrofoam containers. Specimen containers may be marked as "Bio-hazard" and/or tagged for identification.

Laboratory specimens, i.e. body fluids (blood, urine and stool), will be properly packaged by Government personnel for transportation and will be placed in the container.

- (b) Developed X-ray film measuring 14 inches by 17 inches (Heat sensitive - DO NOT FOLD)
- (c) Inter- office Mail
- (d) Medical/Offices supplies/and or Equipment
- (e) Radiology CDs

**4. TASK SPECIFICATIONS**

- (a) The Contractor shall provide all vehicles and courier personnel needed to perform these services. Contractor vehicles shall have the company name/logo prominently displayed. All Contractor couriers shall possess a valid driver's license, vehicle insurance, vehicle registration, and have two-way radios, cell phones, or pagers for communication purposes. The Contractor shall provide proof that all drivers have had training in the transportation of hazardous materials.
- (b) All items must be transported in accordance with all local, state and federal regulations; including any specified regulations for oxygen cylinders or bio-hazardous materials. All efforts shall be made to assure that all items are

delivered without spoilage/damage from temperature conditions, rough handling and/or negligence.

- (c) The VA will ship no items that weigh more than 50 lbs.
- (d) The origination point for courier services will be Tyler, Texas. Contractor shall pick-up/deliver items at both Tyler VA Primary Care Clinic locations at a set time daily. The pick-up/delivery times at the Tyler VA Primary Care Clinics is between 2:00 and 3:00 PM hours, Monday through Friday (excluding Federal holidays). Items to be delivered/picked-up between both Tyler sites will be done between 2:00 and 3:00 PM.

Recognized Federal holidays:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

The VA reserves the right to change the pickup time and location, if it is beneficial to the government. Starting in February-March 2015, the Contractor will begin to pick-up/delivery at both Tyler locations.

After delivery of items from the Tyler VA Primary Care Clinics, the Contractor shall pick up items at the NTVHCS, Dallas, for a return trip to the Tyler VA Primary Care Clinic; which is to be delivered the following business day between 2:00 and 3:00 PM. There will be some days that NTVHCS, Dallas, will have NO deliveries to take to Tyler.

**The key element is the timely arrival of laboratory specimens at NTVHCS. Failure to maintain the schedule will be a consideration for termination of the contract. Timely arrival is delivery of specimens is within 3 hours of pickup.**

**One (1) Job is defined as the pickup and delivery of items from the Tyler VA Primary Care Clinic to the NTVHCS, Dallas, and delivery of the items picked up from NTVHCS, Dallas, to the Tyler VA Primary Care Clinic the next business day.**

- (e) NTVHCS will provide a list of staff authorized to request services under this contract. Normally the staff members from the Primary Care Clinic, Pathology & Lab Service, Radiology Service, the Director's Office, and the Contracting Officer will be chiefly responsible for requesting services. If the Contractor is doubtful about the authority of the person placing the call, the

Contractor should contact the Contracting Officer or Contracting Officer Representative (COR) to confirm the service request. Phone numbers will be provided to the Contractor after the contract is awarded.

- (f) Occasionally items will need to be delivered between the VA Primary care clinic and other facilities in Tyler. The Contractor will pick these items up within 2 hours after the request is made. These items will require delivery within a one hour time frame after pick up. This service is considered "hot shot service". Hot Shot Service will be requested through e-mail to the Contractor. A phone call may be used to supplement the request.
- (g) Occasionally items will need to be delivered to a particular person and or place in Dallas, in addition to the scheduled delivery locations. This service is considered "hot shot service". Hot Shot Service will be requested through e-mail to the Contractor. A phone call may be used to supplement the request.
- (h) Temperature Requirements: The Contractor must maintain proper temperature in vehicles to preserve medical supplies, pharmaceuticals, specimens and films. All Contractor vehicles shall have heating and air conditioning to maintain an interior temperature between 65 and 85 degrees Fahrenheit. The containers are engineered for safe storage within a "room temperature" condition for a short period of time. Vehicles shall not be left in extreme heat or cold while specimens, pharmaceuticals, and films are being transported. Damages that occur due to improper temperature controls will be levied against the Contractor. Items that are being transported from VANTHCS to the Tyler OPC will not have temperature requirements.
- (i) The Contractor shall provide insulated transport containers for the pickup/delivery of specimens. The transport containers need to be puncture proof and approximately 15"x12"x10"H; weight variable due to ice packs. Currently one cooler is sufficient; however as volume increases, a 2nd container maybe needed. Occasionally, the Contractor may be asked and will be required to furnish dry ice for transportation prior to arrival at a pickup site. Dry ice is most often used to transport certain specimens and is not expected on a routine basis. The Contractor's cost of occasional dry ice is to be included in the line item, cost per job, without any other additional cost to the government.

## **5. SCHEDULED DELIVERIES LOCATIONS:**

- 3414 Golden Rd VA Primary Care Clinic Tyler, Texas 75701 – Front Desk

- 7616 S Broadway VA Primary Care Clinic Tyler, Texas 75703 – Front Desk
- Pathology and Laboratory Service, Client Services Unit, Clinical Addition Bldg. (2J), Dallas VA
- Mail Room - Bldg. 2, VA Dallas
- Warehouse Dallas Bldg. 44, Dallas VA

#### **6. ALTERNATE AFTER HOURS DELIVERIES:**

- Administrative Officer of the Day (AOD) Clinical Addition (2J), Dallas VA

Speed limit on the VA North Texas Health Care System campus is 20 miles per hour and must be observed at all times.

UNSCHEDULED DELIVERIES MAY BE REQUIRED FOR THE FOLLOWING:

Lab specimens and radiology CDs or films to medical facilities in Tyler.

#### **7. CONTRACTOR'S DUTIES AND RESPONSIBILITIES:**

- (a) All couriers transporting specimens under this contract must have two-way radios, cellular telephones, or pagers for communication purposes. Any delays during deliveries between 0800 and 1600 hours are to be reported to the laboratory Medicine at the NVHCS-Dallas.
- (b) The Contractor shall safeguard all government property, including controlled forms provided for Contractor use. Items kept in the possession of the Contractor will be stored in a secure, locked environment. The only items that maybe stored overnight are the items in transit from NVTHCS to the Tyler OPC. These items are usually in the form of interoffice mail, small office equipment, and supplies or miscellaneous items. In the event of a vehicle breakdown or accident, the courier shall call the VA Police Department at 214-857-0411 and ask the operator to connect to the VA Police.
- (c) Each vehicle used in the performance of this contract shall be adequately stocked with at least one up-to-date complete "SPILL KIT" for a bio-hazard cleanup in case of leakage or accidental discharge from controlled containers. The Contractor shall certify that all individuals involved in shipping clinical specimens have been trained and tested as specified in the training requirements of 49 CFR Part 172, Subpart H.

- (d) The Contractor shall ensure the confidentiality of all patient information and records being transported and will be held liable in the event of a breach of confidentiality. The Contractor must adhere to the provisions of Public Law 104-191, Health Insurance Portability and Accountability Act (HIPPA) of 1998 and the National Standards to Protect the Privacy and Security of Protected Health Information (PHI).
  - (e) Training: Contractor's couriers transporting lab specimens must be trained in "Universal Precautions" in the handling of biohazard materials (specimens). Training must include using clinical procedures in case of biohazard spills and accidents. Proof of training shall be provided after award of the contract. Contractor shall also be trained in the handling of oxygen cylinders.
  - (f) Should any items be lost, damaged or broken, the Contractor shall be required to submit a written report to the Contracting Officer within twenty-four (24) hours explaining the circumstances. Failure to provide the report with the specific time frame will cause further review by the Government to determine if the infraction warrants suspension/termination of the contract.
  - (g) The Contractor shall be required to maintain a record log of courier pickups and deliveries, indicating time and date of pickups, number and description of items from each location, along with receipt signatures. This information will be duplicated on the Contractor's invoice. If the Contractor's proposal includes an electronic/facsimile/automated system of courier tracking, it must also demonstrate how the record log can be accessed when needed. There may be an occasion where the exact time of delivery and name of the person receiving the item is imperative for an investigation into patient services. The Contractor shall provide any such information upon request by the Contracting Officer or COR. All records (administrative and program specific) created during the period of the contract must be provided to the NTVHCS at the end of the contract.
8. **INSPECTION:** The Government reserves the right to thoroughly inspect and investigate the Contractor's vehicles, facilities, business, quality control plan and other qualification concerns during the period of performance of the contract.
9. **QUALITY CONTROL:** The Contractor shall develop and maintain a quality control program that ensures courier services are performed in accordance with these specifications. The Contractor shall develop and implement procedures to track, identify prevent, remedy and ensure non-recurrence of defective services. The Contractor shall provide a method to accept and resolve customer complaints and notify the customer of the resolution. The Contractor shall immediately notify the Contracting Officer upon

receipt of a customer complaint so joint validation may be accomplished. The Contractor is responsible for quality control and specification compliance.

**10. QUALITY ASSURANCE:** The Government will evaluate the Contractor's performance using customer complaint, periodic on-site inspection, and may at the Governments discretion, inspect each task to verify conformance and acceptance prior to payment.

**11. PERFORMANCE REQUIREMENTS SUMMARY:** The government will periodically evaluate the Contractor's performance in accordance with the following performance objectives:

Performance Objective	PWS Paragraph	Performance Threshold
Basic Courier Services: Delivery of specimen within three (3) hours of pick-up from the clinic.	4(d)	COR reports 2 or less service complaints per month concerning timeliness.
Conditions of transported items.	4(b)	COR reports 2 or less service complaints per month concerning item condition.
Calls for special deliveries	4(f), 4(g)	COR reports 2 or less service complaints per month concerning special deliveries.

**SURVEILLANCE:** The COR will receive complaints from VA personnel and pass them to the Contracting Officer for correction.

**STANDARD:** The standard is overall two or less customer complaints per month in each area. The COR shall notify the contracting officer for appropriate action in accordance with FAR 52.212.4, Contract Terms and Conditions-Commercial Items or the appropriate Inspection of Services clause, if any of the above service areas exceed two customer complaints.

**COMPLAINT PROCEDURES:** Any VA employee that observes unacceptable services, either incomplete or not performed, for any of the above performance objectives should immediately contact the COR and the COR will complete appropriate documentation to record the complaint. The COR will consider the customer complaint valid upon receipt from the customer. The COR should inform the customer of the approximate time the unacceptable performance will be corrected and advise the

customer to contact the COR if not corrected. The Contractor will be given two hours after verbal notification to address the unacceptable performance. If the Contractor disagrees with the complaint after investigation and challenges the validity of the complaint; the Contractor will notify the COR. The COR will conduct an investigation to determine the validity of the complaint. If the COR determines the complaint as invalid, he will document the written complaint of the findings and notify the customer. The COR will retain documentation for his/her files. If after investigation the COR determines the complaint as valid, the COR will inform the Contracting Officer.

(END)