

## B.3 PERFORMANCE WORK STATEMENT

### 1) SCOPE:

- a. Contractor shall furnish rooms to VA beneficiaries for whom such rooms are specifically authorized by the Kansas City VA. The contractor shall furnish all standard supplies/services included as minimum room requirements. Lodging shall be provided in accordance with VHA Directive 2003-009 to accommodate those veterans receiving medical care who may have to travel long distances for evaluation the day before or the day after treatment received. Only medically stable patients who would normally be discharged to their home will be considered for lodging.
- b. Lodging offered shall be located within a five (5) mile radius of the Kansas City VA, 4801 Linwood Blvd, Kansas City, MO 64128.

### 2) ROOM REQUIREMENTS:

- a. Daily room rates, as quoted in the Schedule, shall include all fee and applicable taxes Rates quotes shall not include sales tax. The VAMC is a Federal institution and therefore exempt from paying sales tax. Room rates offered shall be **Single Occupancy**, and shall provide a minimum of two (2) double beds. The VA patient shall be allowed one caregiver/driver/attendant to stay in the same room with the veteran, at the single occupancy rate when pre-authorized by the VA. Any additional occupants are the responsibility of the veteran, and shall not lodge at VA expense. While not required, contractor should note if additional services are offered to guests such as shuttle service and continental breakfast.
- b. Five (5) rooms shall be available for VA guests at the applicable rates, each night, Sunday through Thursday, each week. Additional rooms may be reserved by the VA at the same rates based on a space available basis. If rooms are not reserved by 6pm each night, they are released for use by the hotel. Earlier release of rooms must be coordinated with the Contracting Officer Representative (COR) or VA authorized personnel listed in paragraph 3) a. (4).
- c. One (1) room shall be reserved for VA guests at the applicable rates, Friday and Saturday each week. Additional rooms may be reserved by the VA at the same rates based on a space available basis. If rooms are not reserved by 6pm each night, they are released for use by the hotel. Earlier release of rooms must be coordinated with the Contracting Officer Representative (COR) or VA authorized personnel listed in paragraph 3) a. (4).
- d. Cancellations shall be accepted up to and including the day lodging is reserved. Contractor shall not bill for reservations that were cancelled by 6pm the day of arrival.

- e. The fully furnished hotel/motel rooms shall include contractor provided utilities and other specified services. The hotel/motel rooms shall comply with all city, county and state building codes and ordinances applicable to the ownership and operation of the building in which the rooms are located. Rooms shall comply with the applicable NFPA (Fire) 101, 2003 or latest edition, Chapters 28/29 specifications and American with Disabilities Act (ADA) guidelines. All rooms shall be located in a single hotel or motel. Separate hotels must be submitted on separate quotes.
- f. Each room shall be on the ground floor, wheelchair accessible or be ADA compliant elevator serviced. Access to rooms shall be from interior hallways that are accessed directly from the front desk/elevator lobby area. There shall be no physical barriers.
- g. The rooms shall be smoke-free unless requested otherwise by the veteran. Contractor personnel shall not smoke in the rooms at any time whether or not VA referred occupants are present.
- h. Contractor shall supply all utilities including heat, air conditioning, electricity, water and sewer, local telephone service (no deposit required), and basic television cable service.
- i. Rooms shall be located in as reasonably quiet or tranquil part of the hotel/motel as possible.

### **3) ROOM RESERVATIONS:**

- a. Room reservations, room occupancy, and room payment will be on the following basis:
  - (1) The Contractor shall allow the occupancy of the room covered by this contract only upon the specific individual referral by authorized personnel of the Kansas City VA. The VA will inform the Contractor of each individual's name and the arrival date at the Contractor's motel/hotel. Stays will be limited to one night unless additional nights are specifically authorized by Kansas City VA.
  - (2) Services shall be performed Sunday through Saturday evenings. The Contractor shall use its existing check in and check out times.
  - (3) Federal Holidays: Ten holidays observed by Federal Government are listed below plus any other day specifically declared by the President of the United States:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
Presidents' Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

(4) The authorized personnel of the Kansas City VA is the Lodging Coordinator, 7:30 a.m. to 4 p.m., Monday through Friday at 816-861-4700 extension 52180, the Travel Clerks, 8 a.m. to 4:30 p.m., Monday through Friday at 816-861-4700 extension 53461 or 52433. After hours, weekends, and holidays, the Administrative Officer of the Day (AOD) can be reached at (816) 861-4700 ext. 57325. If the AOD does not answer, call the VA operator at either campus and have the AOD paged.

b. The authorized dates and length of stay will be documented on the hotel voucher issued by the authorized personnel and presented to the Contractor by the VA referred occupant. In the event that a VA referred occupant refuses to leave the room, the Contractor shall immediately notify authorized personnel. Also, in the event that a VA referred occupant checks out of the hotel/motel without prior notice from the VA the Contractor shall immediately notify authorized personnel at the VA.

c. The Contractor shall submit an electronic invoice in arrears to the VA for the actual number of nights of authorized lodging provided in the prior month. Only lodging that was authorized by the VA and used by the referred occupant shall be invoiced. Unused rooms shall not be invoiced.

**4) PATIENT EMERGENCIES:** In the event a VA referred occupant is in an emergency situation of any kind, the Contractor shall contact the 911 emergency medical service to respond to the emergency. Once the emergency has ended the Contractor shall notify the authorized personnel at the VA of the situation.

**5) ROOM MAINTENANCE:** Daily room maintenance shall comply with all Federal, State and local laws and commercial standards (Reference FAR 52.212-4(q)).

## **6) GENERAL BUILDING REQUIREMENTS AND SPECIFICATIONS:**

a. Heating and cooling requirements shall be in compliance with ADA and/or State of MISSOURI Laws.

(1) All cooling and heating devices and appliances, including but not limited to furnaces, fireplaces, electrical baseboard heaters and water heaters, shall be an approved type in good and safe working order and shall meet all installation and safety codes.

(2) Contractor shall maintain all appliances and utility systems. This shall include the cleaning or replacement of air filters for both the heating system (providing the heating system is a forced hot air heating system) and for the cooling system every 30 calendar days.

b. Electrical and lighting requirement shall be in compliance with ADA and/or State of MISSOURI Laws.

(1) All electrical equipment, wiring and appliances shall be of an approved type, in good and safe working order and shall meet all installation and safety codes.

- c. Sanitation Requirements: All plumbing fixtures shall be trapped and vented and connected to an approved sanitary sewer. All sanitary facilities, fixtures, equipment, structures and premises shall be of an approved type, in safe and sanitary condition and in good working order and meet all installation and safety codes.
- d. Telephone Service Requirements:
  - (1) Contractor shall provide local area, touch tone, telephone service (no deposit required) for each room. The telephone service shall be capable of long distance telephone service when long distance calls are placed using a telephone calling card or other telephone charge method.
  - (2) Contractor shall provide one telephone in each room.
  - (3) Telephone service shall be equipped with voice messaging system or front desk message service.
- e. Fire Safety:
  - (1) Buildings in which space is offered shall be evaluated in accordance with latest editions of the NFPA 101, LIFE SAFETY CODE and AMERICAN WITH DISABILITIES ACT (ADA).
  - (2) Equipment, services, or utilities furnished and activities of other occupants shall be free of safety, health, and fire hazards. When hazards are detected, the contractor shall promptly correct hazards.
  - (3) Maintenance of contractor-owned fire extinguishers shall be provided by the contractor in accordance with NFPA Standard No. 101.
  - (4) As required by code, smoke detectors/alarms shall be installed in each room, office, storage area, hallways and other common areas.
- f. Wheelchair Accessibility: Common areas such as hallways shall provide for accessible path of travel for wheelchairs.
- g. Elevators: If elevators are a part of the room complex, they shall conform to the latest requirements of the American National Standard A171 and A171a Safety Code for Elevators, except for elevator emergency recall and shall be inspected and maintained in accordance with American National Standard A17.1, Inspector's Manual for Elevators or equivalent local code. The elevators shall also comply with local codes and ordinances.
- h. Miscellaneous: No activity to the building and/or grounds that would cause an increase in dust, dirt or spores to be airborne (i.e., renovation to the building, movement of earth on the grounds)

shall take place without the contractor's written notification to the VA at least seven (7) calendar days in advance of the event.

- i. Inspection: The Government reserves the right, at any time before and after contract award and during the term of the contract, to inspect the rooms and all other areas of the complex access to which is necessary to ensure a safe and healthy environment for the VA referred occupants.
- j. To be eligible for award under this solicitation, the offeror must propose for use a facility that is compliant with the requirements of the Hotel and Motel Fire Safety Act of 1990 (Public Law 101-391) (15 U.S.C. 2201 et.seq.) and is listed on the US Fire Administration Hotel and Motel National Master List found at <http://www.usfa.fema.gov/hotel/search.cfm>. Offers proposing facilities that are not listed will be rejected as non-responsive. In addition, the offeror's facility must be compliant with the requirements of the Americans with Disabilities Act (Public Law 101-336) (42 U.S.C. 1210 et.seq.).

**7) INSPECTION AND ACCEPTANCE:** The Government reserves the right to fully inspect the offeror's lodging facility by a team of VA contract and safety team members. The hotel/motel will be provided appropriate notice prior to such inspection. See FAR 52.212-4 for additional Government rights and inspection requirements.

**8) GENERAL CONTRACT REQUIREMENTS:**

- a. Qualifications of Offerors: A proposal will be considered only from offerors who are regularly established in the business called for, who are financially responsible and have the necessary equipment and personnel to furnish services in the volume required for all items under this solicitation. The successful offeror shall meet all Federal, State and Local codes and requirements for the operation of this service.
- b. Service Contract Act: All service employees who will be employed in the performance of the contract awarded as a result of this solicitation shall be paid no less than the wages shown on the Wage Determination which is incorporated and made a part of this solicitation and resulting contract.
- c. Liability and Insurance Coverage:
  - (1) Satisfactory insurance coverage is a condition precedent to award of a contract. In general, a successful offeror must present satisfactory evidence of full compliance with State and Local requirements, or those below stipulated, whichever are greater. More specifically, workman's compensation and employer's liability coverage will conform to applicable State law requirements for the service contemplated, whereas general liability and automobile liability of comprehensive type, shall in the absence of higher statutory minimums, be required in the amounts per vehicle used of not less than \$200,000 per person and \$500,000 per occurrence for property damage. State approved sources of insurance coverage ordinarily will be deemed

acceptable to the Department of Veterans Affairs installation, subject to timely certifications by such sources of the types and limits of the coverage afforded by the sources.

(2) Before commencing work under the contract, the contractor shall furnish to the Contracting Officer (CO) a certificate of insurance indicating the coverage outlined above containing an endorsement to the effect that cancellation of or any material change in the policies which adversely affect the interests of the VA in such insurance shall not be effective unless a 30-day advance written notice of cancellation or change is furnished the Contracting Officer.

9) **PROCUREMENT:** This procurement is being conducted in accordance with FAR Part 12 and Part 13, including FAR 13.5 Test Program for Certain Commercial Items. A firm fixed price, indefinite delivery, indefinite quantity contract shall be awarded.

#### **10) CONTRACT ADMINISTRATION DATA**

All contract administration functions will be retained by the Department of Veterans Affairs. The Contracting Officer will be 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 will be authorized to make commitments or issue changes that 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 unauthorized and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

#### **11) PERSONNEL**

##### **(a) Non-Personal Services**

(1) This is a non-personal services contract. Personnel rendering services under this contract are not subject either by the contract's terms or by the manner of its

administration, to the supervision and control usually prevailing in relationships between the government and its employees. The Government shall not exercise any supervision or control over the contract service providers performing services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn, is responsible to the Government.

#### **12). QUALITY CONTROL**

Contract Performance Monitoring. The point of contact may perform surveillance of services by any of the methods listed below:

a. Observing actual performance;

b. Inspecting the services to determine whether or not the performance meets the

performance standards; and

- d. Review of any other appropriate records.
- e. When unacceptable performance occurs, the COR shall inform the Contractor and the Contracting Officer. This will normally be in writing unless circumstances necessitate verbal communication. In any case the point of contact shall document the discussion and place it in the point of contact file. When the point of contact determines formal written communication is required, the point of contact shall prepare a Contract Discrepancy Report (CDR), and present it to the contractor provider program manager. The Contractor Provider shall acknowledge receipt of the CDR in writing. The CDR will specify if the Contractor Provider is required to prepare a corrective action plan to document how the Contractor. Provider shall correct the unacceptable performance and avoid a recurrence. The CDR will also state how long after receipt the Contractor Provider has to present this corrective action plan to the Contracting Officer and COR. The Government shall review the Contractor Provider corrective action plan to determine acceptability. Any CDRs may become a part of the supporting documentation for any contractual action deemed necessary by the Contracting Officer.

### **Service Delivery Summary**

<b>Performance Objective (General)</b>	<b>Paragraph</b>	<b>Performance Measure</b>
1. Availability of rooms.	2(b) and 2(c)	100% compliance required
2. Building requirements met	6	100% compliance required
3. Compliance with all relevant federal, state and local laws and regulations	6	100% compliance required