

**Performance Work Statement
Court Reporting Services
VA Palo Alto Health Care System**

Section 1: General Information

1.1 General: This is a non-personal services contract to provide court reporting services for the VA Palo Alto Health Care System (VAPAHCS). The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.2 Period of Performance: There are four different hearings that are needed under this contract. The dates for the hearings will be scheduled shortly after this contract is awarded. All four hearings are anticipated to be completed on or before August 31, 2017.

1.3 Place of Performance: The majority of the court reporting services will be provided in a conference room setting at the Palo Alto main campus located at:

VA Palo Alto Health Care System
3801 Miranda Ave
Palo Alto, CA 94304

There may be occasions where services are needed at one of the Community Based Outpatient Clinic (CBOC) or other locations as needed by the Government. All other locations will be in the general Bay Area. The CBOCs that could potentially require services are:

Community Based Outpatient Clinics

Capitola CBOC 1350 41 st Ave., Ste 102 Capitola, CA 95010	Fremont CBOC 39199 Liberty Street Fremont, CA 94538	Monterey CBOC 3401 Engineer Lane Seaside, CA 93955
San Jose CBOC 80 Great Oaks Blvd. San Jose CA 95119	Sonora CBOC 13663 Mono Way Sonora, CA 95370	Stockton CBOC 7777 South Freedom Rd. French Camp, CA 95231
Modesto CBOC 1225 Oakdale Rd. Modesto CA 95355		

1.4 Type of Contract: The government will award a Firm Fixed Price contract.

1.5 Staffing: The contractor must be able to provide up to four court reporters working simultaneously during this contract. It's possible that there hearings under this contract could be on the same day and time so the vendor will be expected to provide up to four different court reporters to cover all of the hearings if that was to occur.

1.6 Hours of Operation: Services will be required during normal business hours between 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding Federal Holidays. Services will not be required outside or normal business hours.

1.7 Invoicing: All invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

VA's Electronic Invoice Presentment and Payment System – The FSC uses a third-party contractor, Tungsten, to transition vendors from paper to electronic invoice submission. Please go to this website: <http://www.tungsten-network.com/US/en/veterans-affairs/> to begin submitting electronic invoices, free of charge.

More information on the VA Financial Services Center is available at <http://www.fsc.va.gov/einvoice.asp>.

Vendor e-Invoice Set-Up Information:

Please contact Tungsten at the phone number or email address listed below to begin submitting your electronic invoices to the VA Financial Services Center for payment processing, free of charge. If you have question about the e-invoicing program or Tungsten, please contact the FSC at the phone number or email address listed below:

- Tungsten e-Invoice Setup Information: 1-877-489-6135
- Tungsten e-Invoice email: VA.Registration@Tungsten-Network.com
- FSC e-Invoice Contact Information: 1-877-353-9791
- FSC e-invoice email: vafscshd@va.gov

Section 2: Definitions & Acronyms

2.1 Definitions:

Administrative Investigation. A process of gathering evidence and ascertaining facts about particular matters, conducted primarily to enhance administrative effectiveness and efficiency.

Administrative Investigation Board. The standard procedures established under VA Directive 0700 and this Handbook for collecting and analyzing evidence, ascertaining facts, and documenting complete and accurate information regarding matters of interest to VA. “Members” are the person or persons appointed by a Convening Authority to conduct the Administrative Investigation Board.

Contractor. A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

Convening Authority. The authority responsible for convening and supervising administrative investigations under VA Directive 0700. Convening Authorities include the Heads of VA Administrations and Staff Offices, Chief executives of VA facilities, and authorities senior to any of them in the VA organization.

Investigative Report. The standard format for conveying the results of an Administrative Investigation Board, designed to enhance clarity and to facilitate review and decision-making. The essential components of an investigative report are findings of fact, conclusions, and exhibits.

Subcontractor. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

Work Day. The number of hours per day the Contractor provides services in accordance with the contract.

Work Week. Monday through Friday, unless specified otherwise.

2.2 Acronyms:

AI	Administrative Investigation
AIB	Administrative Investigation Board
CBOC	Community Based Outpatient Clinic
COR	Contracting Officer Representative
EEO	Equal Employment Opportunity
MSPB	Merit Systems Protection Board
IR	Investigative Report
PWS	Performance Work Statement
VA	Veterans Affairs
VAPAHCS	Veterans Affairs Palo Alto Health Care System

Section 3: Government Furnished Property, Equipment, and Services

The Government will provide a shared meeting location, utilities, and the use of a telephone (local calls only). Normally, the usage of cell phones within the Medical Center is permitted; however, there are some areas of the hospital where the usage of such devices are restricted because of their possible interference with operating medical equipment. Strict adherence to the rules concerning the usage of these devices must be observed throughout the Medical Center.

Section 4: Contractor Furnished Items and Services

The Contractor shall provide all equipment, supplies, management, supervision, personnel, and transportation necessary to assure that all services are in accordance with the contract and all applicable laws and regulations. The contractor shall ensure all work meets performance standards specified in this Performance Work Statement (PWS) and referenced documents.

Section 5: Specific Tasks

5.1 General Tasks

- A. The services may be required for Administrative Investigations (AI), Disciplinary Appeals Boards, Equal Employment Opportunity (EEO) hearings, Merit Systems Protection Board (MSPB) hearings, Office of Resolution Management, or Regional Counsel requirements. These services may also be needed for any other meetings that require legal documentation.
- B. The Court Reporter shall be punctual and present at all proceedings, demonstrate a professional demeanor, and provide all the necessary equipment to perform their duties and accomplish the tasks in the PWS.
- C. The court reporter shall be proficient in English and shall read portions of the transcript during the proceedings at the request of the board or other presiding body, and ask speakers to clarify inaudible statements.
- D. Proceedings may occur over multiple days and the services of the Court Reporter may be needed for varying lengths of time each day.
- E. Court Reporters who have experience with the Administrative Investigation Board (AIB) process, EEO Hearings, Human Resources Management Merit System Protection Board (MSPB) or arbitration hearings are preferred in the performance of this contract.

5.2 Oaths And Notary Services

- A. The Reporter shall have the ability to administer oaths. Depositions shall be transcribed by a duly authorized notary. No separate fee is to be charged for notary services, administering oaths, or affixing seals.

5.3 Administrative Investigation

- A. This is a systematic process for determining facts and documenting evidence about matters of significant interest to VA. AIs are conducted to collect and analyze evidence to determine what actually happened and why it happened, so that individual and systemic deficiencies can be identified and effectively corrected.
- B. These investigations are governed by VA Directive 0700 (see section 6), Administrative Investigations and VA Handbook 0700, Administrative Investigations.
- C. These investigations are established by the Medical Center Director as the convening authority.
- D. Administrative Investigation Boards are not scheduled in advance; therefore, **short notice will be provided** for the need of transcription services. Once scheduled, the schedule may change or even be cancelled at any time up until the time scheduled because of unforeseen events that may

arise. The contractor shall accommodate cancellations up to 5pm Pacific Standard Time (PST) prior to the scheduled proceeding without charge.

5.4 EEO and MSPB Hearings

- A. EEO Hearings and MSPB and/or arbitration hearings are similar processes and are established by a judge or other government source.
- B. EEO Hearings may be scheduled a few weeks in advance.
- C. MSPB hearings may be scheduled several weeks to a month or more in advance.
- D. These hearings may also have to be rescheduled or cancelled because of unforeseen events

5.5 Witnesses

- A. The number of witnesses can only be estimated in advance of the start of the process, and may change during the course of the investigation or activity

5.6 Scheduling

- A. The contractor shall provide scheduling through email, website scheduling portal, and phone.

5.7 Personnel

- A. The Contractor shall provide only qualified certified Court Reporters to perform these services.
- B. The Contractor must provide Court Reporters who meet all requirements to provide services in the State of California.
- C. Appropriate credentials must be provided within one week upon request from the Contracting Officer's Representative (COR).

5.8 Security Badging

- A. Prior to reporting to work, the contracted employee will need to contact the designated COR or designated VA Team Leader, who will take him/her to the on-site Police Dispatch located in Building 100 at the Palo Alto main campus.
- B. A Police Staff will issue a temporary ID badge to the contracted employee, who in turn, will properly display the badge while working at VAPAHCS.
- C. Upon completion of the assignment, the employee will return the badge to Police Dispatch.

5.9 Parking

- A. Parking is allowed only in those areas not designated for patient use. All traffic laws and parking rules on the grounds are strictly enforced. Failure to follow these laws and regulations may result in a citation being issued that will have to be resolved through the Federal Court system.

5.10 Misconduct or Security Concerns

- A. The Government may, at its sole discretion, direct the contractor to remove their employee from the Medical Center or CBOC facilities for misconduct or for security reasons.
- B. Removal does not relieve the Contractor the responsibility to continue providing the services required under this contract.
- C. The Contracting Officer (CO) will provide the contractor with a written explanation to support any request to remove an employee.

5.11 Delays

- A. In any instance where the contractor has knowledge that any actual or potential situation may delay or threaten to delay the timely performance of this contract, the contractor shall immediately notify the COR and the CO.
- B. This notice shall include all relevant information and corrective actions that are being taken. The Government reserves the right to hold the contractor fully accountable for problems incurred as a result of such delays, including denial of delivery time extensions, if such notification is not provided.

5.12 Security Requirements

- A. The Contractor will be responsible for ensuring compliance by its employees with the security regulations of Veteran's Affairs where work is performed under this Contract.
- B. All Contractor personnel performing services under this contract must complete a confidentiality certification.
- C. A Business Associate's Agreement (BAA) will be entered into by both parties.
- D. The information obtained in the performance of this contract is considered to be confidential and must not be revealed to anyone who is not authorized to know. Portions of information disclosed during the performance of this contract are protected by the provisions of the Privacy Act of 1974; therefore, all personnel assigned to this Contract are required to take proper precautions to protect the information from disclosure.

5.13 Quality Control

- A. The contractor shall provide the reviews and quality checks necessary to ensure that the reporting, recording, transcripts and photocopying conform to acceptable government standards. No transcripts shall be forwarded to the government until the quality checks reveal full format conformance and freedom from error.
- B. The Contractor shall closely monitor its performance in meeting the requirements for timely delivery of hearing transcripts. The Contractor shall advise the COR in advance, **by specific case number only** (no names, SSNs or any other personal identification data) when timely delivery cannot be made, and estimated time when correction of delivery will be made.

5.14 Additional Work Needed

- A. Based on the nature of these services, it cannot be known in advance how long each individual case will be or how many pages will be needed. The price schedule is structured with fixed unit prices and estimated quantities.
- B. In the event that a case goes longer than initially anticipated, we will continue to receive services using the fixed unit prices in the price schedule.
- C. A bilateral contract modification will be processed to increase the amount of services order in the event that the serviced needed exceed the estimated quantities.

5.15 Performance Requirements Summary

Performance Objective	Standard	Acceptable Quality Level (AQL)	Method of Surveillance
Full Representative at all scheduled hearings	A trained and experienced transcriptionist with past experience in AIB's, EEO Hearings, and MSPB Hearings is prompt and present for all scheduled hearings with functioning recording equipment	Late to no more than one (1) hearing per year. All direct and indirect costs associated with re-hearings will be reimbursed to the Government.	Observation or validated user/customer complaints.
Timely Delivery of Transcript Copies Required	Transcribed copies of reports are delivered within the dates stated in the price schedule	Late no more than two (2) times per year within Period of Performance.	Observation or validated user/customer complaints.
Error-Free Deliverables	Hearing recordings, transcriptions and photocopies accurately reflect that which transpired at the hearing. The individual testimonies are appropriately bound in a sturdy plastic folder, clear front cover, with metal prongs, to include an acknowledgement/errata sheet inserted at the front and a word index behind the testimony.	Less than 1% of recordings, transcriptions and photocopies must be returned for correction by the Contractor. All corrections are made and re-delivered to the COR within five (5) days of notification of the need for correction.	Observation or validated user/customer complaints.

Section 6: Attachments

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| Attach #1 | Business Associate Agreement |
| Attach #2 | Quality Assurance Surveillance Plan |
| Attach #3 | Confidentiality Certification |
| Attach #4 | Wage Determinations |
| | 15-5641 (rev 1) Santa Clara (Primary Location) |
| | 15-2049 (rev 1) Monterey |
| | 15-2069 (rev 1) San Joaquin |
| | 15-5623 (rev 1) Alameda |
| Attach #5 | VA Directive 0700 |
| Attach #6 | Price Schedule |