

B.4 PERFORMANCE WORK STATEMENT (PWS)

1. PURPOSE: The Contractor shall furnish the necessary personnel and equipment to provide for twenty-four (24) hour 7 day a week wheelchair van and sedan transportation services to the beneficiaries of the Jesse Brown VA Medical Center in Chicago, IL and associate Community-Based Outpatient Clinics (CBOC). Service will be from Veteran's residence, Midway or O'Hare airports, or Amtrak Union Station to a designated VA facility or back, between VA facilities and non-VA facilities providing care at VA expense. Vehicles transporting patients shall not carry any person not directed on manifest sent to the contractor by a VA employee of the patient beneficiary office. The VA intends to award a single IDIQ contract for a five-year ordering period. Actual trip quantities may vary. Contractor shall dedicate at least 25 wheelchair capable passenger vans and 20 sedans and corresponding drivers for use on this contract.

2. REQUIREMENTS:

2.1 VEHICLE REQUIREMENTS: The contractor must meet all safety and mechanical standards established by Local, State and Federal statutes and regulations. Vehicles used to provide services under this contract shall meet requirements including, but not limited to the following. An inspection checklist shall be completed for each vehicle daily and must address at least the following items. This checklist for the applicable service date shall be kept in the vehicle. After the day is over, the checklist shall be retained by the Contractor to be made available to the Government upon request.

- 2.1.1 Have passed the Illinois Department of Transportation safety inspection.
- 2.1.2 Have functioning mechanisms which ensure that all access doors are capable of being opened from the inside and remain closed and secure during travel.
- 2.1.3 Have a functioning speedometer indicating speed in miles per hour and a functioning odometer correctly indicating distance in tenths of a mile.
- 2.1.4 Be equipped with operational air conditioning and heating systems. If the air conditioning system becomes inoperable during a day when the high temperature is forecasted to reach 79 degrees or more, the vehicle shall be immediately pulled from service at the termination of the current trip and shall not again be used for service under this contract until the air conditioning system has been repaired.
- 2.1.5 Have exterior free of grime, oil or other substances and free from cracks, breaks, dents, and damaged paint that noticeably detract from the overall appearance of the vehicle.
- 2.1.6 Be equipped with hubcaps or wheel covers.
- 2.1.7 Have all body molding in place, or if removed, holes shall be filled and painted.
- 2.1.8 Have passenger compartment that shall be clean of dirt and free from torn upholstery or floor coverings, damaged or broken seats, protruding sharp edges and vermin or insects.
- 2.1.9 Have unobstructed vision on all sides.
- 2.1.10 Be equipped with an operable two-way radio and/or cellular telephone communication system, which afford contact with the vehicle during all hours of operation. Beepers/pagers are not an acceptable substitute.
- 2.1.11 Have windows and doors, which can be opened and closed in accordance

- with manufacturer standards.
- 2.1.12 Not have leaks of any kind.
- 2.1.13 Be equipped with a functioning horn.
- 2.1.14 Have operable seat belts on all seats.
- 2.1.15 Have fully charged, certified and non-expired fire extinguisher.
- 2.1.16 Wheelchair vehicles shall be equipped with lifts or ramps, and shall have wheelchair tie down straps and effective securing devices to secure both wheelchair and wheelchair occupants.
- 2.1.17 Have a backup for all lift capacity. The lift shall incorporate an emergency method of deploying, lowering to ground level with a lift occupant, and raising and stowing the empty/occupied lift if the power to the lift fails.
- 2.1.18 A fixed seat position or a fixed secured floor or sidewall wheelchair lock shall be approved for each ambulatory or wheelchair restricted passenger being transported, according to the passenger's needs. Driver shall ensure wheelchair locks are secured and seat belts and shoulder harnesses are in place before the vehicle is driven.
- 2.1.19 The Contractor shall provide the Contracting Officer's Representative (COR) with a list of all vehicles used to provide Services under this contract, including vehicle license numbers, and insurance certificates prior to initiating service. An updated list shall be provided to the COR monthly.
- 2.1.20 All vehicles shall be made available for inspection at any reasonable time (in accordance with paragraph 2.3.5) during the performance of this contract when requested by the Contracting Officer (CO) or COR. Any vehicle found not in conformity with the above standards or any vehicle receiving two (2) or more unsatisfactory findings within a five (5) day period shall be removed from service immediately. That vehicle shall not be put back in service until subsequent inspections verify correction of the deficiencies. Jesse Brown VAMC reserves the right to order the immediate removal from service any vehicle not in compliance with any vehicle standards referenced herein. Failure to comply with this requirement may be cause for disallowance of compensation for services rendered in the violating vehicle.
- 2.1.21 The Contractor shall assign each vehicle a number that will be displayed on placard(s) within the vehicles. These placard(s) must be easily visible to any passengers transported in the vehicle. The Contractor shall provide a list of all assigned vehicle numbers by Vehicle Identification Number (VIN) to the COR within 30 days of award of the contract.

2.2 OTHER REQUIREMENTS:

- 2.2.1 The contractor shall supply a wheelchair for transporting patients. VA owned wheelchairs may not be removed from the medical center.
- 2.2.2 Due to weight or size, some patients may be defined as "bariatric" patients and require the use of oversized wheelchairs and/or high-back wheelchairs. Because of specialized care for Spinal Cord Injury patients, their motorized wheelchairs will need to accompany these patients so that the wheel chair may be adjusted to changing pressure points.
- 2.2.3 If a patient being transported declines to be properly belted or removes the securement devices himself/herself, the driver shall immediately notify the Contracting Officer's Representative of this fact prior to departure or upon arrival at destination. The Contractor shall not transport any patient who refuses to be properly secured while being transported.

- 2.2.4 Patients using motorized electric carts shall be secured in accordance with Federal and State regulations for transport or transfer to a manually operated wheelchair before being loaded in the vehicle. The motorized cart will be loaded separately and must be secured to the vehicle during transport.
- 2.2.5 Some patients may have to transfer to the standard passenger bench seat and wear the safety belt required for riding in that seat. The driver will secure the cart to keep it from moving and becoming a hazard during transit. If the patient refuses to transfer to the passenger bench seat and/or refuses to wear the appropriate safety belt, the contractor shall not transport the patient. The charge for a trip where the patient refuses to travel will be at the one-way rate. The cost for this service will be the same as for standard wheelchair bound patients.
- 2.2.6 If or when patient's medical records are transported, Contractor shall ensure that Privacy Act of 1974 guidelines are followed.
- 2.2.7 Contractor shall provide personal protective equipment (gloves) and spill kits to drivers to ensure they are adequately prepared to address biological fluids.
- 2.2.8 Contractor shall provide no more than two (2) personnel to be located at the Jesse Brown facility capable to receive daily transportation manifests and be on hand to coordinate and ensure the timely service of transportation orders to/from all facilities. The Government shall provide a Government provided networked printer and space for contractor personnel at the Jesse Brown facility.

2.3 VEHICLE INSPECTIONS:

- 2.3.1 The Contractor shall follow an approved inspection plan that specifies the areas to be inspected on both a scheduled and unscheduled basis, how often inspections shall be accomplished, and the company or title of the individual(s) who shall perform such inspections. Inspection reports shall be made available upon request.
- 2.3.2 The Jesse Brown VA shall inspect all vehicles that are to be utilized in the performance of this contract. These inspections shall be conducted at the beginning of the contract and before each initial use of a vehicle.
- 2.3.3 Contractor shall not use any vehicles for this contract that do not pass inspection based on criteria in section 2.1.
- 2.3.4 Contractor shall contact the COR to coordinate the date, time, and location for inspections.
- 2.3.5 The Jesse Brown VA shall inspect vehicles periodically to insure vehicles meet VA standards for patient transportation. If/when periodic inspections occur, they shall be conducted at random by the Contracting Officer's Representative (COR) and may be conducted at a Government or a Contractor facility. If conducted at a Government facility, the inspection location shall be the Jesse Brown VA Medical Center at Chicago IL and vehicle(s) designated to be inspected will be those instructed to arrive early for a previously scheduled transportation order. If/when an inspection is to be conducted at VAMC Jesse Brown, the contractor shall have no less than two (2) hours notice of each vehicle to be

inspected. During the two (2) hour period, the contractor shall have one (1) hour to get the respective vehicle to VAMC Jesse Brown one (1) hour earlier than the scheduled patient pick up time during which time the inspection shall occur. The contractor shall not be entitled to extra compensation for arriving to the facility early nor for inspection time. The charge shall be the same as it is to meet the existing transportation order. If a vehicle is instructed to be at a facility for an inspection without a corresponding transportation order, the Government will consider this a “No Load” order and compensate the contractor for an order for a one-way trip at the Flat Rate. If/when an inspection is conducted at the contractors facility, the contractor shall have an hour notice and all vehicles performing services against the contract that are not currently transporting VAMC Jesse Brown patients, shall be subject to inspection at the discretion of the COR.

2.4 DRIVERS' DUTIES

- 2.4.1 The driver shall provide “through the door service” for patients to and from their designated appointments.
- 2.4.2 Patients are to be picked up or dropped off on the ward, in their homes, in their clinic, or at other stated areas and taken to their stated designation or appointment.
- 2.4.3 Assistance in maneuvering stairs and other barriers must be provided by the driver and/or attendant as necessary.
- 2.4.4 When a patient is delivered to or departing from a destination (i.e., a clinic or other appointment), a responsible party at the destination must be informed of the patient’s arrival by the driver or attendant. “Responsible party” is defined as any driver, professional staff at medical center, nursing home or clinic, or patient’s concerned other.
- 2.4.5 When a veteran is picked up at an airport or train station, the VA shall provide the contractor with the flight number or train number and the driver / attendant shall meet the veteran in the terminal and provide assistance for the veteran and their luggage to the vehicle.

2.5 ATTENDANT’S DUTIES

- 2.5.1 Attendants shall be provided upon request.
- 2.5.2 Attendants shall assist the driver with the transportation of patients as required. Such assistance may include informing responsible parties at the destination of the patient’s arrival, meeting the patient at the pickup location, escorting the patient to and from the vehicle to the pickup location and destination, and assisting the patient with entering and exiting the vehicle.

2.6 PERSONNEL QUALIFICATIONS FOR DRIVERS AND ATTENDEDANTS

- 2.6.1 The Contractor shall not replace any personnel without first notifying the VA, providing all necessary information to the VA regarding the new person, and obtaining VA approval to use the new driver.

- 2.6.2 The Contractor shall provide the COR an updated list of personnel by the fourth day of each month when additions or deletions have been made during the previous month. The Contractor shall ensure that all drivers providing services under this contract shall have less than five (5) current points assessed against their driver's license, none of which were assessed for "Reckless Driving." VAMC Jesse Brown reserves the right to order the removal from service under this contract, any driver who violates the provisions of this section. Contractor shall provide a readable copy of the state driver's license as supporting documentation.
- 2.6.3 The Contractor shall maintain a record of each employee as to the character, current driving records and physical capabilities of performing the duties of a wheelchair, sedan vehicle driver and attendants, as well as complaints made against any contractor personnel. The Contractor shall make these records available for inspection upon request by the Contracting Officer or the COR.
- 2.6.4 Contractor shall conduct drug testing of all personnel and submit the results to the VA prior to the driver performing duties under this contract. Contractor shall likewise conduct random drug testing annually, and provide these results to the VA upon request.
- 2.6.5 Drivers shall not transport the Jesse Brown VAMC beneficiaries if they appear to be under the influence of drugs or alcohol. Drivers shall not transport anyone who insists on smoking during the transport, this includes drivers and attendants as well. All Contractor All Contractor personnel shall display professional manners at all times. Rude or obscene behavior or language shall not be accepted.
- 2.6.6 Drivers shall wear clean and unsoiled uniforms of the contractor with a picture identification (ID) badge that clearly identifies the company they work for. Uniform shall consist of a collared shirt (i.e. polo shirt), slacks or shorts, and closed-toe shoes. Uniforms shall not include baseball caps or high-heeled shoes.
- 2.6.7 Contractor shall demonstrate to the Jesse Brown VAMC that their attendants are adequately trained in the safe and proper transport of beneficiaries, in accordance with Section 2.8.
- 2.6.8 Prior to performing services under this contract and every two years thereafter, each driver shall obtain a physician's statement or the statement of a nurse practitioner certified by the American Nurses' Association (or other professional nursing certifying organization having authority to certify registered nurses in advanced nursing practice) that the driver has no current medical condition that interferes with the driver's ability to drive safely. It must be obtained before driving a special transportation service vehicle. Drivers for facilities that are licensed by the Department of Health or the Department of Human Services and required by either of those departments to provide a physician's or nurse practitioner's statement of health on a regular basis may substitute that form or statement for the form required in this part. A driver who has a driver's license containing a valid school bus endorsement issued under Illinois Statutes, (or other state equal) or the rules of the commissioner of public safety, or a current United States Department of Transportation health card, may furnish a copy of that endorsement or card instead of furnishing the physician's statement of health.
- 2.6.9 Each driver must be at least 18 years of age and have not less than three years of experience as a licensed driver. Each driver's record for the past three years shall have no

convictions for driving a motor vehicle without a valid current license for the class of vehicle driven; and each driver's driving and criminal records shall have no conviction for driving under the influence of alcohol or a controlled substance, for alcohol-related driving, or driver's license revocations.

- 2.6.10 Each driver must also have a record clear of criminal convictions of crimes or anticipatory crimes against persons, and crimes or anticipatory crimes (to include warrants and pending court cases) reasonably related to providing special transportation services.
- 2.6.11 Contractor to provide background check information annually for all drivers license random background checks.
- 2.6.12 Drivers must be able to speak fluent English.

2.7 DRIVERS' CONDUCT: The following acts are not permissible by drivers that provide services under this contract or while on VA premises.

- 2.7.1 Use of intoxicating liquors, narcotics or controlled substances of any kind (excluding doctor's prescriptions which do not impair driver's driving ability) while on duty or reporting for duty while under the influence of liquors, narcotics or controlled substance of any kind (excluding doctors' prescriptions which do not impair driver's driving ability).
- 2.7.2 Gambling while on duty in any form.
- 2.7.3 Smoking and other uses of tobacco while on duty. Both Patients and Contractor are prohibited from smoking in vehicles at any time. The smell and residual smoke may cause other patients who shall be riding in the vehicle to become ill.
- 2.7.4 Carrying of pistols, firearms or concealed weapons.
- 2.7.5 Resorting to physical violence to settle a dispute with a fellow employee, customer(s) or the general public while on duty.
- 2.7.6 Spitting is prohibited.
- 2.7.7 Use of loud, indecent or profane language and/or making threatening or obscene gestures toward customers or other employees.
- 2.7.8 Stopping for personal business, including excessive use of restroom facilities, while vehicle is occupied by a passenger. The driver shall not leave the vehicle with the key in the ignition at any time.
- 2.7.9 Engaging customer in a verbal confrontation in an attempt to settle a disagreement. Should a disagreement arise, the driver shall contact his dispatcher/supervisor via the radio system or cell phone (as per paragraph 2.1.10).
- 2.7.10 Soliciting or accepting money for any reason (including tips) from customers, companions or others at any time.

- 2.7.11 Drivers who accumulate five (5) unrelated, substantiated complaints in a 12-month period shall be prohibited from providing any further services under this contract. The VA reserves the right to bar any driver from transporting VA beneficiaries should he/she violate any terms of this contract.
- 2.7.12 Communication via radio and/or cell phone, etc., from within any vehicle performing to meet the terms and conditions of this contract shall be in accordance with all applicable laws and regulations, policy, and, in all cases, must be conducted in a manner that does not jeopardize the safety of any person being transported.

2.8 DRIVER & ATTENDANT TRAINING REQUIREMENTS:

- 2.8.1 Each employee shall complete four (4) hours of training in first aid (or show evidence of possessing American Red Cross First Aid Certificate), and shall successfully complete a refresher first aid course every two (2) years.
- 2.8.2 Driver and attendant shall have successfully completed a minimum eight (8) hours training class in the techniques of transporting and assisting elderly and physically handicapped and mentally challenged patients which shall include instruction in the following elements:
- 2.8.2.1 Discussion of characteristics of the aging process and major disabling conditions.
 - 2.8.2.2 Discussion of common assistance devices used by elderly and handicapped patients.
 - 2.8.2.3 Discussion of attitudes toward elderly, handicapped or mentally challenged patients which includes the participation of elderly, handicapped or mentally challenged patients.
 - 2.8.2.4 Instruction in methods of handling wheelchairs.
 - 2.8.2.5 Instruction in moving, lifting and transferring patients.
 - 2.8.2.6 Guidelines for transporting handicapped patients.
 - 2.8.2.7 Instruction in the operation of lifts, ramps and wheelchair securement devices.
- 2.8.3 Each employee shall be instructed in the use of a fire extinguisher, radio dispatch, and vehicle ramp operations, wheelchair lift and securement devices; and will know what to do and whom to call in a medical emergency or accident.
- 2.8.4 Each employee shall complete four (4) hours of classroom instruction in defensive driving and two (2) hours of abuse-prevention training.
- 2.8.5 The Contractor must have on file satisfactory evidence of above training, evidence that the instructor is qualified to teach the above, and the certificates for instructor and

trainee/driver for First Aid available for review and inspection by the VA Contracting Officer and inspection team.

- 2.8.6 A record of each employee as to character and physical capability of performing the duties of a driver or attendant must be maintained and made available for inspection upon request.

2.9 COMMUNICATION SYSTEM

- 2.9.1 The Contractor shall maintain sufficient telephone capacity to ensure immediate communication access between Jesse Brown VAMC and the Contractor's facility for the purposes of conducting business in the performance of the contract.
- 2.9.2 The Contractor shall have telephone coverage to accept calls from Jesse Brown VAMC seven (7) days a week/24 hours a day/365 days a year, and assign at least two Operation Managers and two Dispatchers to ensure there is immediate access and communication between Jesse Brown VAMC personnel and contractor 24 hours a day 7 Days a week..
- 2.9.3 The Contractor shall ensure the availability of mobile radio and/or cellular telephone communication with all vehicles providing transportation service at all times.
- 2.9.4 The contractor shall provide the COR with the name and phone number of the person to contact in case of any issues or concerns with contract performance.

2.10 GLOBAL POSITIONING SYSTEM (GPS)

- 2.10.1 All Vehicles shall be equipped with a GPS tracking system or other system that has the following capabilities:
- 2.10.1.1 Line Mapping – step by step directions.
 - 2.10.1.2 Landmark Stop – gives you point by point directions with major landmarks.
 - 2.10.1.3 Mileage – gives you the daily travel mileage from point to point daily.
 - 2.10.1.4 Wait/Idle Time Tracking – gives you the time a vehicle spent waiting at a pickup location.
 - 2.10.1.5 Data must be exportable to the Government for the purpose of trip mileage and wait time verification and must accompany invoices..

2.11 CERTIFICATION OF INSURANCE COVERAGE

- 2.11.1 Within ten (10) days after award of the contract, the Contractor shall furnish to the Contracting Officer a Certificate of Insurance containing bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence, \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage and an endorsement to the effect that cancellation or any material change in the policies which adversely affect the interest of

the Government shall not be effective unless a thirty (30) day written notice of cancellation or change is furnished to the Contracting Officer. The term “shall endeavor” is not acceptable as issued by Insurance Carrier. At no point shall the contractor be operating with less than the above insurance.

2.12 ON SITE CONTRACTOR PERSONNEL

- 2.12.1 The contractor shall provide an on-site coordinator at the Jesse Brown VAMC to coordinate and monitor trips, eight hours a day, five days a week (Monday through Friday, 7:30 a.m. to 4:00 p.m.) in the Dispatcher Office.
- 2.12.2 The contractor’s on-site coordinator will not work weekends and holidays. The contractor shall dispatch from their site on weekends and holidays.

2.13 COMMERCIAL SCHEDULING AND TRACKING SOFTWARE

- 2.13.1 The contractor shall use a secure web based software system that supports order taking, trip editing, automated scheduling, dispatching, billing and reporting.
- 2.13.2 The Contractor shall furnish scheduling and tracking information to the COR or CO upon request.

2.14 SEASONAL INFLUENZA PREVENTION PROGRAM

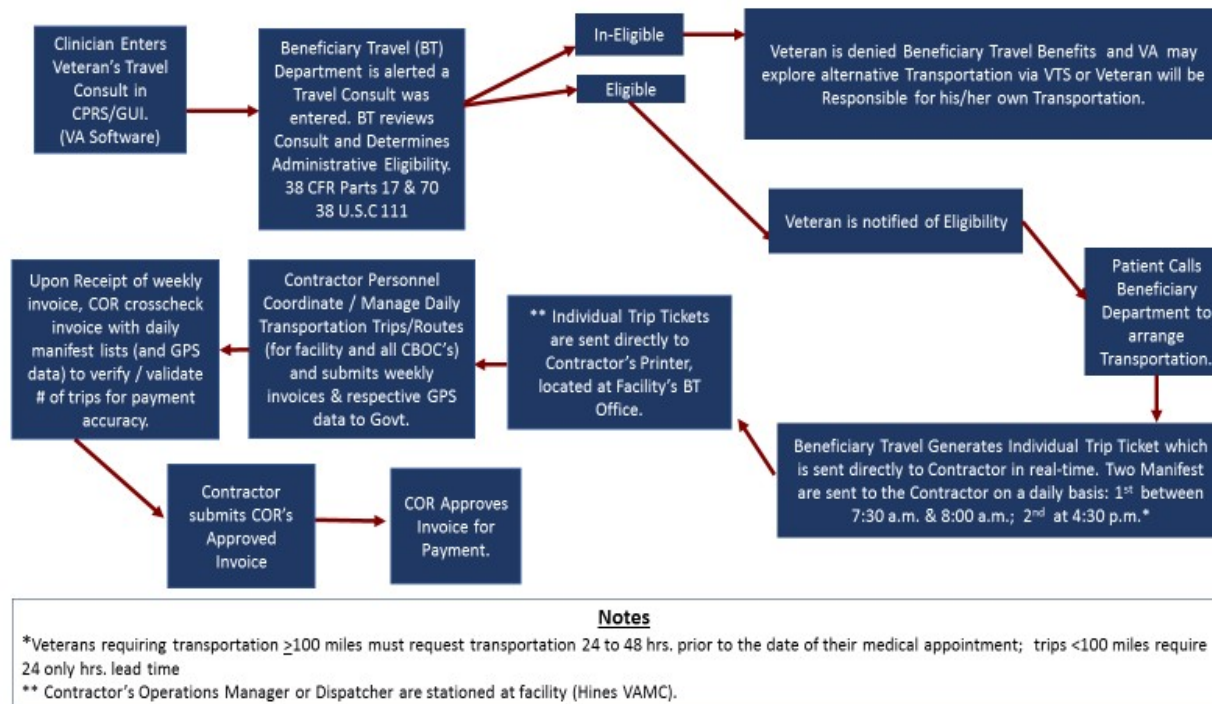
- 2.14.1 Before the start of contract performance, and by November 30 of each year thereafter, all Contractor personnel providing services in VHA locations where patients receive care and all personnel who come in contact with VA patients must sign and submit to the COR the Health Care Personnel Influenza Vaccination Form to indicate whether they have been vaccinated for influenza, provide necessary documentation if they have been vaccinated, and acknowledge that they have read, understood, and agree to comply with the requirement that in the absence of vaccination they will be expected to wear a face mask throughout the influenza season when in VHA locations where patients receive care or when expected to come into contact with VA patients.
- 2.14.2 Influenza vaccine is any FDA approved, commercially available product recommended by the Centers of Disease Control and Prevention (CDC) for the prevention of influenza in a particular season. A face mask is a surgical mask worn over the nose and mouth. Fitted N95 respirators or other respirators are not required.

3 TRANSPORTATION REQUEST

3.1 TRANSPORTATION REQUEST

- 3.1.1 A transportation request is defined as one incidence for wheelchair transportation or sedan services by the VA to the contractor and shall be one-way only. At the discretion of the VA, more than one patient may be transported per trip.
 - 3.1.1.1 The contractor may be required to provide an attendant for some transportation request as deemed necessary by the VA.
 - 3.1.1.2 Transportation requests will be made via email, telephone, facsimile, in person, or other arrangements deemed tenable by both the VA and contractor.

- 3.1.1.2.1 The following VA employees are authorized to place transportation requests or make changes to transportation requests: the Contracting Officer's Representative (COR), Contracting Officer, Beneficiary Travel Office staff, and the Administrative Officer of the Day (AOD). Non-authorized VA employees and private agencies (e.g. nursing homes) are not considered authorized to place transportation request. A list containing the names and phone numbers of VA staff who are authorized to place transportation request will be submitted to the contractor at time of award, and updated as needed periodically throughout the life of the contract.
 - 3.1.1.2.2 For each order, the contractor will be given the patient's name, pick-up appointment time, pickup address, attendant and or caregiver/escort information (if applicable), drop-off address, and any other applicable details (e.g. specific clinic, ward, room number, etc.).
- 3.1.2 VA Ordering Officers shall provide written or telephonic transportation requests to the Contractor for next day transportation requirements with the manifests submitted between 7:30 and 8:30am, and at 4:30pm.
 - 3.1.2.1 Telephonic transportation requests will be confirmed in writing upon receipt of the order.
 - 3.1.2.2 The VA transportation office shall maintain a transportation order manifest for all transportation requests. Confirmation of receipt of the transportation order shall be made by 7:30 pm each day.
 - 3.1.2.3 The majority of the transportation requests for services will be between the hours of 6:30 a.m. and 7:00 p.m., Monday through Friday.
 - 3.1.2.4 Scheduled trips are those which the contractor has been given advance notice defined as notice given by 7:00 p.m. the day prior to pick up for required services and a specific pick up time.
 - 3.1.2.5 Changes shall be made by telephone, fax or email and shall be confirmed within 30 minutes of the change being requested.
 - 3.1.2.6 Patients waiting for return transportation [departing from a respective facility to the veteran's drop off point (residence, etc.)] shall be picked up no later than one hour of notification.
 - 3.1.2.7 The process to determine how Veteran Patients will need transportation, when it will be scheduled, and how this information shall be transmitted is as follows:



3.2 SAME DAY TRANSPORTATION REQUEST: During the course of the day it may become necessary to add patients to the Contractor's list. When this occurs the VA shall fax, telephone or email the order to the contractor. The Contractor shall maintain on-hand vehicles/drivers to meet surge capacity of up to two of these "ad hoc" requests daily. When requested, the "on hand" vehicles shall be immediately dispatched to the VA patient pick up location(s). The Veteran Transportation Office shall maintain a log for all same day trips (including weekend and holidays) which shall include the patients name, location/destination, time of call and requested pick up time. The contractor shall immediately confirm the request and confirm the time the patient being to be picked up.

4. PICK UP AND DELIVERY: The appointment and arrival times determines when the Veteran is picked up. Pick-up times are determined by the VA Beneficiary Travel Office at the time the order is placed. For pickups, the contractor can arrive up to 15 minutes before a scheduled pick up time to 15 minutes after the scheduled pick up time and still be considered on-time. Patients must be dropped off at the scheduled drop off locations (as designated by the facility) no earlier than 90 minutes before the first appointment and no later than 30 minutes prior to the scheduled appointment. Contractor must notify Veteran Transportation Office if the patient is running late to an appointment. If the Veteran is not at the location, unable or refuses to be transported the contractor shall notify the Veteran Transportation Office and shall be reimbursed for a one-way trip after VA has authorized Contractor to leave without the patient. Telephone confirmation calls will be made to veterans the day before pickups and 30 minutes prior to arrivals.

During regular business hours (Monday through Friday 7:30am – 4:30pm), all drivers shall report to the Veteran Transportation Office/Dispatch Office at the time a patient is delivered to, or picked up at the Jesse Brown VAMC for the purpose of logging the patient in or out. After hours and weekends, all drivers shall report to the Administrative Officer of the Day (AOD) at the time a patient is delivered to, or picked up at the Jesse Brown VAMC for the purpose of logging the patient in or out. Drivers must document the arrival or departure of patients being transported, by filling out the log in/out sheets provided by the Government, including:

- a. Patient's name
- b. Date and time of pick up/delivery
- c. Vehicle Identification Number
- d. Name of driver
- e. Contractor's name

Drivers will document arrival and departure information for non-VA facilities with their dispatcher and contractor shall provide this information to the COR within 48 hours of request.

4.1 CANCELLATIONS:

The Government reserves the right to cancel any patient pick-up due to late contractor response time (late defined as 30 minutes) after the specified pick-up time at no additional cost to the Government.

Government may either reschedule the pick-up for another time or employ the services of another firm, contracted or non-contracted, for same day service. Contractor will be responsible for all additional costs incurred by the Government if another firm is utilized.

- (1) The contractor shall not charge for scheduled trips cancelled sixty (60) minutes prior to pick up time. For trips scheduled for the same day there shall be no charge to the Government for cancellations made prior to the vehicle being dispatched.
- (2) The contractor will report details concerning all "No Loads" incidents to Veteran Transportation staff or Administrative Officers on Duty (AOD) prior to leaving the pick-up point for verification by VA. A "No Load" is defined as a trip without passengers when the for no passengers situation occurs due to no fault of the contractor (Veteran patient no show, etc.) Anytime that the contractor anticipates or determines a No Load situation exists, the contractor must immediately call the Veteran Transportation Office. This call is only for the purpose of verifying his/her arrival at the pickup point. If contractor vehicle is no loaded at a VA facility (e.g., patient will not be ready for transport for an hour or more) the one-way trip rate will apply. If no loaded elsewhere, other than the VAMC (e.g., patient refuses transport or patient medically/mentally unsuitable for transport), mileage will be computed from Contractor's place of performance (dispatching address) to pick-up site. All charges for a "No Load" must be approved by the COR or their designee.

4.2 SERVICE DISRUPTION: The Contractor shall immediately report any and all vehicle breakdowns or other problems that may cause service disruptions to the COR. When breakdowns occur the contractor

shall provide a back-up vehicle to minimize any delay or inconvenience to the customer(s). When conditions, neither foreseeable and/or controllable by the Contractor occur, such as severe storms, flooding, hazardous road and travel conditions, time and distance requirements shall be considered secondary to safety precautions. Delays or exceptions to the required quality of services shall be reported to the Veteran Transportation Office.

Contractor shall immediately report all medical incidents and accidents, including those where there is no apparent injury to the patient, which occurs while transporting VA beneficiaries. The driver shall provide a written report documenting the facts of the incident/accident to the COR within 24 hours of the occurrence. The written report shall include the names, addresses, and telephone numbers of any witnesses as well as any applicable Police Reports. Any accident involving major damage, serious personal injury or loss of life shall be reported to the COR immediately. Records shall be kept for three (3) years for each accident a vehicle is involved in, including the repair work required to return the vehicle to service.

Driver will not detour or stop for personal trips requested by patients (i.e., store, pick-up laundry, etc.).

5. NUMBER OF PATIENTS: At the discretion of the VA, more than one patient may be transported per trip. Generally, up to two patients may be transported on one trip, however no more than the number authorized by the State in which operating. With proper approval, the VA shall allow the Contractor to charge for two trips when more than one patient is transported. The Contractor shall ensure that pick-ups and drop-offs are scheduled so that the total distance traveled shall result in the most economical charge to the Government. One family member or caregiver who is at least 18 years of age will be permitted to accompany the patient at no charge.

6. RATES:

6.1 TRIP CHARGES:

For all one-way trips within a 30 -mile radius of the point of care, the Contractor shall receive the flat rate awarded for that trip. The Contractor shall also receive the mileage charge in addition to the flat rate for any one-way trips outside this 30 -mile radius. In no event, shall the Contractor receive reimbursement for the mileage charge for any mileage under this 30 -mile radius.

Payment for mileage travel beyond the 30 mile radius, to or from the point of care shall be limited to the VA's calculation according to the VA's Bing Maps API determination. Bing Maps API is optimized to determine mileage based on the shortest time of travel. The contractor shall be notified of the Government pre-calculated (authorized) trip mileage for each trip on the manifest provided to the contractor prior to each order (transportation trip) execution in accordance with the chart at paragraph 3.1.2.7. For the purpose of this contract, the 30-mile radius is to or from the patient's point of care. See the Schedule of Supplies/Services for Not to Exceed amounts for mileage. Flat rate charge is inclusive of tolls, parking, and airport fees.

6.2 WAITING TIME: Rates shall include one quarter hour of waiting time at either end or both ends of a trip. Waiting time will begin at the actual point of pick-up, i.e. on the ward, at the clinic, or at the patient's residence. Billable waiting time accrues when the contractor has been present at the pick-up location for more than 15 minutes beyond the initial pick-up time. The contractor will be reimbursed at the rate indicated per quarter hour, in excess of the initial one quarter hour allowed. Anytime that the contractor anticipates a delay for which he/she expects to claim reimbursement, the contractor must call the Veteran Transportation Office and advise that a delay is anticipated and the approximate time of such delay for which he/she expects to claim reimbursement. This call is only for the purpose of verifying his/her arrival time at the pick up or drop off point and is not necessary if the contractor anticipates no delay for which he/she will be claiming a reimbursement. However, if prior notification has been given to the contractor that waiting time in excess of the initial 15 minutes will be required, the contractor is not obligated to call for verification. The contractor shall be responsible for all costs incurred in verifying waiting time. See the Schedule of Supplies/Services for Not to Exceed amounts for waiting time.

7. COMPLAINTS HANDLING: The COR shall monitor the service provided. The Contractor shall cooperate with the COR in providing information and answering questions related to any and all incidents. All complaints received by the COR and forwarded to the Contractor shall be investigated promptly. After investigation and disposition, the Contractor shall respond to the COR in writing within five (5) working days after receipt by the Contractor.

8. QUALITY CONTROL PROGRAM: Contractor shall comply with their approved Quality Control Plan (QCP) to assure that the requirements of this contract are provided as specified. Contractor shall also comply with their approved management plan. Contractor shall furnish records if requested by the Contracting Officer or COR. The Contractor's QCP shall include at a minimum the following:

- (1) An inspection plan outlining all services defined in this contract. The inspection plan shall specify the areas to be inspected on both a scheduled and unscheduled basis, how often inspections shall be accomplished, and the title of the individual(s) who shall perform inspections.
- (2) The QCP shall include the methods for identifying and preventing deficiencies in the quality of services being performed before the level of performance becomes unacceptable.
- (3) The QCP shall have on-site records of all inspections conducted by the Contractor and corrective action taken.
- (4) The QCP shall have on-site records of all vehicle maintenance and repairs performed on vehicles used in the performance of this contract.

9. PAYMENT:

- (1) An itemized report with trip ticket summary shall be submitted to the COR by the first workday of each week for the trips approved for the prior week. Report shall have:

- a. Patient's Name
 - b. Date
 - c. Pickup Location
 - d. Destination
 - e. Vehicle Number
 - f. Vehicle Class (Sedan / Wheelchair Van)
 - g. VA Calculated Mileage
 - h. Scheduled Pickup Time
 - i. Departure Time
 - j. Arrival Time
 - k. Sedan Wait Time
 - l. Sedan Wait Time Cost
 - m. Wheelchair Van Wait Time
 - n. Wheelchair Van Wait Time Cost
 - o. Sedan Cancellation / No Load
 - p. Sedan Cancellation / No Load Cost
 - q. Wheelchair Van Cancellation / No Load
 - r. Wheelchair Van Cancellation / No Load Cost
 - s. Total Trip Cost
 - t. Documentation of circumstances when billing for attempted pick up and/or waiting time.
- (2) A week is considered from Monday thru Sunday. When the end of the month falls on a day other than Sunday, a report shall be submitted for the period of Monday thru the last day of the month. The next report shall be for the first day of the new month thru Sunday. Once the itemized report is reviewed and approved, contractor shall submit as an invoice for payment.
- (3) Invoices shall be submitted weekly for trips provided during the prior week. The invoice shall contain the following information:
- a. Contract Number
 - b. Purchase Order Number
 - c. Period of Performance
 - d. Total Number of Miles, Wheelchair Van and Sedan
 - e. Total Number of Sedan and Wheelchair Van Trips
 - f. Total Cost of Sedan and Wheelchair Van Trips
- (4) Invoices submitted to the COR will be reviewed and reconciled to the VA's transportation order manifest. Each itemized trip will be reviewed for accuracy prior to the COR's approval and payment certification. Unauthorized charges shall be suspended. Supporting documentation may be provided and submitted for payment consideration or suspended charges.

10. CONTRACTING OFFICER'S REPRESENTATIVE (COR):

- (1) The COR shall be appointed in writing and forwarded to the contractor upon contract award. The COR shall monitor the performance of this contract. A copy of the designation shall be furnished to the Contractor. COR shall be the primary contact for the Contractor at the VA. The COR shall coordinate daily operational issues and be the contractor's sole contact regarding all contract performance and/or interpretation of the terms and conditions of this contract. The contractor shall also designate a primary point of contact designated the "Contractor Program Manager" (CPM) who shall oversee, manage, and be primarily responsible for all contractor operations under this contract. The CPM shall be accessible to the COR via cell phone 24 hours a day, 7 days a week to discuss and/or resolve issues arising as a result of planning, coordination of, and/or execution of performance under the contract. The CPM and COR are authorized (with one hour advance notice) to make periodic site visits to each other's area of operation. The intent of these visits shall be to mutually determine how the Government and the Contractor can refine and optimize performance within the terms and conditions of the contract.

11. PATIENT WELFARE AND ABUSE:

- (1) The Contractor shall be responsible for patient welfare during the transport of patients to or from Jesse Brown VAMC. Drivers shall secure all patients and passengers with approved security devices prior to transport. Contractor shall ensure that the patient's belongings are properly accounted for and delivered with the patient. The Government expects the successful offeror to exercise extreme caution and care in handling of patients. Any abuse of patients shall be grounds for default action or termination of contract.
- (2) The VA reserves the right to bar any driver from transporting VA beneficiaries should he/she violate any terms of this contract.
- (3) The Contractor's driver is only required to restrain a patient with seatbelts and or wheelchair tie downs. The driver shall immediately contact the Veteran Transportation Office and its Dispatcher for patient disturbances. When necessary, the driver shall contact the Local Police Department for immediate assistance.

12. CONTRACTOR QUALIFICATIONS:

- (1) Offers shall be considered only from Offerors who are regularly established (at least 3 years) in the business called for who are financially responsible, and have the necessary equipment and personnel to furnish service in the volume required for all the items under this contract. Successful Offerors shall meet all requirements of federal, state and/or city codes regarding operations of this type of service.
- (2) Contractor shall submit the following documents with their proposal:
 - (a) Proof of insurance.
 - (b) List of all vehicles by Vehicle type, model and identification number(s) (new vehicles shall be reported before using).
 - (c) Inspection report of all vehicles.
 - (d) Copies of Illinois Department of Transportation safety inspection results for all vehicles.

- (e) Copy of individual valid operator or chauffeur license for all drivers.
- (f) A recent (within sixty days) copy of each driver's state driving record obtained from the Illinois Secretary of State.
- (g) A personnel roster identifying all Contractor personnel who shall be performing Contract services. In this document, the Contractor shall identify the name, position title, and work assignment area of each employee. Thereafter, all changes shall be submitted within two (2) business days after changes occur.
- (h) Provide evidence of required training, certifications, licensing and any other qualification for any personnel performing contract services.

13. PRIVACY TRAINING & INFORMATION SECURITY: All personnel providing services under this contract shall complete privacy training within the first 30 days of the contract. The COR shall notify the contractor when training is scheduled. All trip tickets, printed material, and electronic data shall be under lock & key. All paper documents, trip tickets, spreadsheets, etc. created will be shredded before disposal or returned to the VA Travel Benefits Office.

14. EMERGENCY PREPAREDNESS PLAN: During a disaster/emergency situation the contractor shall continue to provide wheel chair van services IAW the contract requirements as awarded. A Disaster/emergency situation condition shall be determined by the Medical Center Director as requiring patient evacuation. In the event that the contractor is required to conduct multiple evacuations, surge capacity service shall be limited by the total number of vehicles stipulated in Section B, PWS paragraph 1.

15. PERFORMANCE STANDARDS:

- (1) The Contractor shall maintain performance standards in accordance with the Minimum Performance Standards table below.
- (2) Drivers shall be appropriately attired in accordance with 2.5.6 above.
- (3) Driver shall ensure the patient is completely secured (fastened seat belts) prior to transport in accordance with Section 2.2.
- (4) Contractor shall immediately notify the COR of any vehicle breakdowns or other problems that can result in service disruption.
- (5) Contractor's performance shall be in conformance with all Federal, state, and local laws to include Department of Transportation, 49 CFR, and Parts 27, 37, 38, 571 and VA Standards. All regulations of the State Public Service Commission (PSC) (of where the Contractor's facility is located) governing the control, operation of and licensing of the transportation contractor are incorporated herein by reference. All records submitted to and/or compiled by the PSC regarding inspections, safety, records, and manifests, may be reviewed prior to awarding a contract and periodically throughout the term of contract.

Minimum Performance Standards

Task	PWS Reference	Standard	Acceptable Quality Level	Method of Surveillance
Confirmation of next day scheduled services	3.1	Confirm service request with Transportation Office no later than 7:30pm daily	95% per monthly billing period	Monthly review of 40 telephone, fax, or email confirmation messages
Confirmation of same day scheduled services	3.2	Confirm receipt of transportation request and pick up time within 15 minutes of receipt of request.	95% per monthly billing period	Monthly review of 40 telephone, fax, or email confirmation messages
Pick up and transport of patients	4	Pick up patient within 15 minutes before or after scheduled pick up time, and deliver patient to destination within 30 to 90 minutes of appointment	95% per monthly billing period	Monthly review of 40 trip tickets and any patient complaints
Wait time	6.2	Contractor shall wait 15 minutes after scheduled pick up time as necessary, before requesting wait time reimbursement.	95% per monthly billing period	Monthly review of all requests for reimbursement of wait time
Confirmation calls	4	Calls will be made to veterans the day before pickups and 30 minutes prior to arrivals.	95% per monthly billing period	Monthly review of all calls

16. Confidentiality of Patient Information and Physical Security

- (1) The contractor shall ensure the confidentiality and security of all patient information and shall be held liable in the event of breach of confidentiality. The contractor shall comply with the provisions of the Privacy Act of 1974 (5 U.S.C. 552a), Confidentiality of Certain Medical Records (38 U.S.C. 7332), Confidentiality of Medical Quality-Assurance Records (38 U.S.C. 5705), and Confidential Nature of Claims (38 U.S.C. 5701). The contractor shall comply with all laws and regulations pertaining to confidentiality and security statutes. The contractor shall comply with: Public Law 104-191, C.F.R. Parts 45, 160, 162 and 164 (Health Insurance Portability and Accountability Act). Failure to comply with statutes regarding confidentiality and security of patient health information/individually identifiable information may result in financial sanctions.
- (2) All patient charts and records transported with the patient are confidential and shall remain intact and secured.
- (3) All contractor personnel of the successful offeror who will be performing services under this contract shall be required to sign non-disclosure agreements prior to award of this contract; see Section D attachment titled Information Protection and Risk Management Non-Disclosure Agreement for a copy of this agreement.
- (4) A Business Associate Agreement is required for this contract; the successful offeror shall sign this agreement prior to award. See Section D document titled Business Associate Agreement between the Department of Veterans Affairs Health Administration and Contractor for a copy of this agreement.

- (5) All contractor personnel providing services on VA grounds shall obtain flash badges from the VA Police Department at the Edward Jesse Brown Jr. VA Hospital.

17. PERIOD OF PERFORMANCE: This contract shall have a five-year ordering period, effective June 01, 2018 through May 31, 2023.

18. FACILITY LOCATIONS: VA MEDICAL CENTER AT JESSE BROWN IL (JESSE BROWN VAMC) AND COMMUNITY BASED OUTPATIENT CLINICS (CBOC) LOCATIONS:

Jesse Brown VA Medical Center
820 S. Damen Ave
Chicago, IL 60612-3728

Adam Benjamin Jr. CBOC
9301 Madison Street
Crown Point, IN 46307

Auburn Gresham CBOC
7731 S. Halsted Street
Chicago, IL 60620

Chicago Heights CBOC
30 E. 15th Street (Suite 314)
Chicago Heights, IL 60411

Lakeside CBOC
211 E. Ontario Street, 12th Floor
Chicago, IL 60611