

Performance Work Statement (PWS)

Dated: 5/18/18

Shuttle and Offsite Parking Services

**James A. Haley Veterans Hospital
13000 Bruce B. Downs Blvd
Tampa, Florida 33612**

I. Background: The James A. Haley Veterans Hospital (JAHVH), 13000 Bruce B. Downs Blvd., Tampa FL 33612 has a requirement for patient/employee Shuttle and Parking Service Contract due to increased parking demand.

II. Scope: The contractor shall provide all labor, material, supervision, equipment, supplies and services required to provide shuttle and parking services. Contractor shall provide a parking lot containing a minimum 350 spaces with onsite attendant located within 15 minutes of JAHVH. Shuttle will be required to operate every 15 minutes Monday – Friday 6:00 A.M and 6:00 P.M. (Excluding Federal Holiday) between two designated location at JAHVH and contractor controlled off-site parking. A Firm Fixed Price is contemplated with a Base Year and Four Option Years.

III. GENERAL CONTRACT TERMS AND CONDITIONS:

1. “Shuttle and Offsite Parking Services” The contractor shall provide an offsite parking lot and shuttle services for the James A. Haley Veterans Hospital, 13000 Bruce B. Downs Blvd, Tampa, Florida, Monday through Friday excluding Federal holidays. The expected workload is estimated at 300 vehicles per day and the vehicles will be parked at the vendor’s offsite lot. A minimum of 350 offsite standard size parking spaces will need to be available for contractor parked vehicles, and self-parked vehicles for patients, VA employees, or VA affiliates.

2. All offsite parking lot for shuttle services to and from the James A. Haley Veterans Hospital shall be provided by the contractor. The contractor will have two (2) sites of pick up and drop off. Contractor will ensure one (1) for bus stop one located behind the Central Energy plant off 131st Avenue, and one (1) and one at 131st Street at the HART line bus stop adjacent to Romeo parking lot crosswalk. The Contractor will provide drivers to transport from parking lot(s) to one of the two drop off points at the James a. Haley Veterans Hospital. The contractor will operate the necessary vehicles to ensure wait times are no longer than 15 minutes 90% of the time. The contractor will prescribe the necessary transport vehicles in a circular pattern around the James A. Haley Veteran Hospital and the off-site parking location to ensure expedient pickup and delivery of patrons.

3. Parking Lot Requirements/Standards. A minimum of three hundred fifty (350) standard size parking spaces/stalls shall be provided. Offsite parking lot is to meet industry standards for trip and fall hazards and lighting illumination during hours of use and darkness. There shall be no trip or fall hazards. Any potential trip and fall hazards shall not exceed 1/2 inch in height. Depressions, shrub or tree roots, unlevelled ground, broken asphalt or pavement or others trip hazards shall not be in pedestrian walkways with minimal trip hazards in general parking areas. Trip hazards shall be identified with visual and physical barriers to prevent injury. Upon discover or notification, trip hazards will be repaired within ten (10) working days to the standard not to exceed 1/2 inch in height. Depressions in walkways and parking lot roadway surfaces will be filled with acceptable repair material contingent upon lot surface type of either asphalt, concrete or in some cases lime rock may be acceptable. The COR shall be notified once repairs are completed. Lighting will enhance nighttime visibility to promote safety and security for pedestrians and vehicles. Lighting shall provide illumination for signage, pedestrian walkways, shuttle pick up, and drop off location and shall include general parking area

4. The contractor shall provide an adequate number of parking lot attendants and shuttle drivers to provide driving and parking lot monitoring services between the hours of 6:00 A.M and 6:00 P.M, Monday – Friday excluding Federal Holidays. The contractor shall staff, and/or adjust staff as appropriate, throughout the contract to ensure an efficient operation (no long delays or traffic back-ups) taking into consideration the busiest days and hours when establishing employee work schedules. The contractor shall provide their own on-site temporary shelter on the parking lot for the attendants to accommodate inclement weather and lunch periods. The Contractor shall provide 2-way radios and any other

communication devices needed to communicate among their own personnel. In the event of a medical emergency, the contractor will immediately contact 911 and then Police Dispatch for informational purposes.

5. Shuttle Service Pickup and Delivery. Only VA affiliated persons on official business may use the shuttle service to or from the James a. Haley Veteran Hospital. No affiliate shall wait longer than fifteen (15) minutes 90% of the time for shuttle service pickup from the offsite parking location with delivery to the hospital or from the hospital with delivery to the offsite parking location. The fifteen (15) minute shuttle pickup delivery period begins when the affiliate queues at the shuttle pickup staging area(s) and is dropped off or delivered to either the clinic or offsite parking location. For offsite lot with an open or uncovered parking and/or staging area, and in event of inclement weather, if affiliates remain in their vehicles while waiting on shuttle arrival, the fifteen (15) minute period shall begin when vehicles are self-parked. The CO and/or COR reserve the right to excuse delays of more than fifteen (15) minutes due to circumstances beyond the contractor's control. This will be a subjective determination which may not be appealed.

6. In the event of a safety incident or other noteworthy occurrence, the Contractor shall alert the VA Police (e.g., injured or lost patient, safety issue, traffic accident, alleged theft, etc.) and the COR, and shall include a brief verbal or written narrative of the incident, including the VA staff that were consulted and Contractor Employee(s) involved, on the provided monthly report to the COR. In some instances, a witness statement may be required by the VA Police for investigative and incident reporting.

7. All offsite lot attendants and shuttle drivers shall be trained by the contractor on the importance of giving quality customer service. Parking patrons will be treated courteously and with respect at all times. Parking attendants may assist customers when getting in and out of their vehicles as well as assist with removal or loading of wheelchairs and carts from or into their vehicles if requested. All employees must understand and speak fluent English.

The parties agree that the contractor, its employees, agents and subcontractors shall not be considered VA employees for any purpose.

8. Drivers and vehicles must meet all requirements of Department of Transportation. The contractor shall provide a list of driver's names and names of alternate drivers for each route in case of emergency. Included in the list shall be contact phone numbers or pager numbers of each driver. Updated lists shall be provided to the COR. The contractor shall provide an official vehicle safety inspection on initiation of the contract and every six months thereafter for the duration of the contract and any option years. The safety inspections shall be conducted by an outside commercial auto repair or inspection shop source, and email the inspection results to the Transportation Manager.

Under no circumstances shall any person other than the driver or designated employee of the contractor handle items being transported. Driver shall go from a designated VA facility to another VA facility and will make no non-emergency stops for any reason during the transport of items or personnel under this contract. Drivers shall not make any personal stops in performance of duties under this contract nor shall any unauthorized passenger accompany the driver during contract work.

9. MOTOR VEHICLE OPERATORS:

- Ability to perform the work of a Motor Vehicle Operator without more than normal supervision;
- Skilled in the operation of motor vehicles;
- Work practices and ability to keep things neat, clean, and in order.
- Ability to interpret instructions;
- Reliability and dependability as a motor vehicle operator;
- Provide good customer service at all times;
- Follow local, State, and Federal laws regarding cell phone, hand-held radio and telecommunication usage;
- Contractor shall use the correct Occupational code for Wage Determination;
- The contractor shall also use the Health and Welfare portion of the Wage Determination.

10. QUALIFICATIONS/CERTIFICATIONS:

- The contractor shall be qualified and have the required levels of professional and technical experience to perform the work required by this statement of work;

- All Drivers must maintain a Florida Class B CDL with passenger endorsement and if the vehicle is equipped with airbrakes, they must have an airbrake endorsement;
- All Drivers must submit their driving records for review annually;
- A safe driving record is a requirement for all Motor Vehicle Operators;
- The Motor Vehicle Operators must be U.S. Citizens;
- The Motor Vehicle Operators will be subject to a background/suitability investigation and random drug test as required;
- Knowledge on 2-way radio communication.

11. SAFETY REGULATIONS:

- All OSHA safety regulations shall be observed during the service contract;
- The VA Safety Officer shall have full authority to verify that the contractor obeys all safety rules and regulations relative to the fulfillment of this service contract;
- State, FDOT, VA rules must be followed at all times.

12. VEHICLE REQUIREMENTS: All vehicles used in performance of this contract shall be registered, licensed and meet the minimum vehicle requirements as mandated by the Department of Transportation. The Government reserves the right to inspect the vehicles and investigate the responsibility of contractor to perform the work outlined in the contract. The Contractor shall provide all vehicles needed to perform this effort. All vehicle shall have identification representing the contractor and be prominently displayed. All vehicles 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. Contractor will ensure each vehicle has an up to date First Aid Kit & Fire Extinguisher.

13. Shuttle Bus Service between offsite parking and JAHVH will include:

1. Shuttle Buses with minimum capacity of 20 passengers, drivers, vehicle maintenance, and vehicle fuel provision;
2. Wheelchair capabilities as required;
3. Motor Vehicles must be approved by the VAMC Transportation Manager and must have all required state documentation and/or certifications;
4. Drivers will be required to keep daily logs of vehicle inspections, employee and patient counts and keep copies of the required vehicle and personal documentation;

14. Vehicle safety requirements include:

1. All vehicle accessories must be functional, which include: windshield wipers, all lights, turn signals, brake lights Shuttle, all vehicle instruments and gauges.
2. Vehicle tires and wheels must meet minimum tread depth at all times.
3. Brakes must be functional at all times
4. Must have a functional air conditioning system and must use the system to keep passengers comfortable
5. Each vehicle will be in good working order, clean and fully functional, and include seatbelts for driver and passenger use.

15. Signage: All signage content and placement shall be subject to review and approval by the Contracting Officer's Representative (COR) at any time. No signage with excessively large or prominent company logos will be accepted nor will handwritten signs. Additionally, no sign may insinuate or otherwise imply that the contract staff personnel are VA employees (i.e., no VA logos on contractor's signage). **A "No Tipping" sign shall be furnished and installed by the contractor that can be easily seen by customers. The no tipping policy will be strictly enforced by the contractor.**

16. Contractor is required to provide a certified copy of driver's license history from the Florida or other State Department of Motor Vehicle (DMV) or from a State approved provider. All employees must understand and speak fluent English. The contractor shall be responsible for protecting the personnel providing services under this contract.

The parties agree that the contractor, its employees, agents and subcontractors shall not be considered VA employees for any purpose.

17. The contractor will provide one communication device to VA Police for easy communications between VA Police and the contractor for all operating hours.

18. The contractor shall provide uniforms to all personnel working under this contract. Uniforms shall facilitate easy identification of contractor staff with employee name and company name. VA supplied interim identification or PIV badge shall be worn. Uniform type will be agreed upon with VA and contractor at the pre-work meeting.

19. Uniforms shall be worn at all times during performance of contract duties. The contractor shall hire and utilize only professional employees who will represent the contractor in a skilled and proficient manner, and will immediately remove any employee(s) that are inappropriate, unprofessional, dangerous, or otherwise deemed inappropriate.

20. The Contractor shall strive to prevent accidents from occurring. However, should an accident occur involving an employee of the Contractor or a vehicle in the possession and control of the Contractor, VA Police and the Contracting Officer's Representative (COR) shall be notified immediately. The local police agency will be contacted to respond and complete an investigative report and provide the report number to the contractor. Any claims of damage shall be handled by the Contractor directly with the claiming party; the Government shall be provided with copies of the claim and the outcome. Any claims of damage or problems with customers' vehicles will be directed to and handled by the contractor in coordination with the Contracting Officer's Representative. Contractor shall have insurance coverage for claims for damage to vehicles. A copy of all claims will be provided to the VA Police.

21. Contractor shall attend a pre-work orientation meeting after award and prior to commencement of work on site. The VA will schedule the pre-work meeting and discussion will include, but not be limited to the following topics:

- a. Fire and Safety
 - b. Disaster Procedures
 - c. Medical protocols to be used by valet parking attendants (i.e., procedures for medical emergencies)
 - d. Handling of accidents, thefts, and other parking related incidents
 - e. Uniforms
 - f. Miscellaneous
- VA will provide information to the contractor regarding these topics and will document the meeting. It is the contractor's responsibility to ensure that contractor staff coming to the work site receive all information required above and are fully trained, complete Talent Management System Training (TMS), required training and are competent to perform the required work (see mandatory training requirements, item 33).

21. The contractor shall designate an employee on site to act as Point of Contact to represent the contractor in handling any shuttle or parking concerns. The name of this individual shall be furnished to the Contracting Officer and Contracting Officer Representative at the pre-work orientation meeting. The contractor shall also designate another employee as "acting" to ensure coverage during any periods of absence by the Point of Contact during contract working hours.

22. The contractor will supply the names of all employees working the contract as changes occur. This enables the government to identify when new employees are hired or previous ones depart so the COR can monitor the completion of the required training, PIV background investigation and status and that departed employees are removed from VA TMS training rosters.

23. The contractor shall notify the VA of any areas that may pose a safety hazard to patients, employees, and visitors. VA will correct any deficiencies noted and agreed upon.

24. The Contractor shall be required to track the number of vehicles parked daily in a log and provide a typewritten copy of the log to the COR indicating the sum total number of vehicles self-parked weekly.

25. CONTRACTING OFFICER'S RESPONSIBILITIES: The CO is the only person authorized to approve changes or modify any of the requirements for this contract. The CO is the only authorized person to make a commitment or issue

changes which will affect price, quantity or quality of performance within this contract. In event the Contractor affects such change at the direction of any person other than the CO, 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.

26. The Contracting Officer's Representative (COR) shall conduct random, periodic, or quarterly inspections to ensure that the Contractor is in compliance. The waiting time requirement shall not exceed fifteen (15) minutes 90% of the time. The COR will periodically audit the Contractor's ability to manage the traffic flow to assure that the Contractor is putting the Veteran first and is providing a safe and efficient operation, ensuring coverage and appropriate schedules. The VA will make every effort to notify the contractor in advance concerning construction projects or special events that may affect parking or otherwise affect service requirements.

27. The COR will forward all customer complaints to Contract management or if appropriate, VA Police for filing. The complainant's contact information will be provided when possible. Contract management will have (3) work days to contact and resolve customer service issues or complaints. The COR will be notified of resolution and the COR (or VA Police dependent upon nature of complaint) may contact the complainant to verify satisfaction. Founded complaints will be documented and maintained by the COR.

28. The Government reserves the right to perform customer service surveys during the life of the contract to include any option periods, which may be exercised.

29. FEDERAL HOLIDAYS: When a holiday falls on a Sunday, the following Monday shall be observed as a legal holiday. When a holiday falls on a Saturday, the preceding Friday is observed by U.S. Government agencies.

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

30. CHANGES TO PERFORMANCE WORK STATEMENT (PWS):

Any changes to this PWS shall be authorized and approved only through written correspondence from the Contracting Officer (CO). A copy of each change shall be kept in a project folder along with all other products of the project. Costs incurred by the contractor through the actions of parties other than the CO shall be borne by the contractor.

31. REPORTING REQUIREMENTS

1. The contractor shall provide the COR with monthly progress reports by the fifth workday of the new calendar month.
2. The progress report shall cover all work completed during the preceding month. This report shall also identify any problems that arose, along with a statement explaining how the problem was resolved. This report shall also identify any problems that remain unresolved, with an explanation.
3. A monthly contractor employee roster to include required training completion dates and PIV status is to be submitted to the COR.

32. CONFIDENTIALITY AND NONDISCLOSURE

It is agreed that:

1. The preliminary and final deliverables, and all associated working papers, application source code, and other material deemed relevant by VA which have been generated by the contractor in the performance of this contract, are the exclusive property of the U.S. Government and shall be submitted to the CO at the conclusion of the contract.
2. The CO shall be the sole authorized official to release, verbally or in writing, any data, draft deliverables, final deliverables, or any other written or printed materials pertaining to this contract. No information shall be released by the contractor. Any request for information relating to this contract, presented to the contractor, shall be submitted to the CO for response.

3. Press releases, marketing material, or any other printed or electronic documentation related to this contract, shall not be publicized without the written approval of the CO.

33. CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

All contract employees who require access to Department of Veterans Affairs' controlled property shall be subject to a National Agency Check with Written Inquiries (NACI) OPM background investigation. A Special Agreement Check (SAC) will be initiated on each employee. If there are no actionable issues, a temporary Personal Identity Verification (PIV) will be issued. Fingerprints will be taken by the local VA Police Service PCI/PIV staff office and submitted for the SAC and NACI. It is the responsibility of the Contractor to make all necessary arrangements with the local PCI/PIV office.

SAC results will not be available until contractor submits all required forms and documentation to the COR for Contracting Officer signature, and VSC receives and reviews for correctness and manages and sponsors the contractor for their PIV. Once the e-QIP is scheduled and electronically completed, the NACI will be scheduled. VSC will then notify the contractor the three-year PIV may be issued by the local PIV staff. The position sensitivity for these contract employees has been designated as Low Risk.

Information and any documents required by the contractor will be supplied by the VA during the post award conference. The PIV badge is the property of the VA and must be surrendered by contract employees upon completion of employment or contract completion. It is highly encouraged potential persons selected for hire are pre-screened by the contractor for criminal history or other contract requirements. Employees with criminal histories will not be permitted to work until the adjudication process is complete. No employees will be permitted to work until the SAC is adjudicated with no issues and notice to proceed to work is received from the COR. Thereupon, a temporary ID will be issued to work until the NACI is scheduled or adjudicated. Thereafter, a Personal Identity Verification (PIV) Photo ID will be issued.

Contractor Responsibilities

The contractor shall submit or have their employees submit the required PIV VSC forms 1A, 2 & 3 and OF 306 (in some cases Authority for Release of Information Form, form 612, other forms may be required). The COR will be the initial point of contact for PIV submittal. It is the contractor's responsibility to ensure all forms are complete, are processed by VSC with eQIP and OPM investigation scheduled.

The contractor, when notified of unfavorable background adjudication either SAC or NACI shall withdraw the affected employee from working under this contract. Failure to comply with contractor personnel security and training requirements below may result in termination of the contract by default.

Deliverables:

Contractor shall provide a ridership report daily to the following email address: Charles.Cockrell@va.gov
Contractor shall provide a copy of semiannual vehicle inspections (after inspection has been conducted) to the COR/Transportation Manager by email.

Quality Control and Assurance: The contractor or designee shall notify the COR or Points of Contact within two hours by phone if conditions exist which may affect their ability to perform contract requirements. The contractor shall provide a contingency plan for problems which may be experienced in the transport time frame (i.e. break down or accident, inclement weather) which allows for same day pickup and delivery to and from the designated sites.

The CO 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, vehicle problems, licenses, or anything that might jeopardize the terms and conditions of this contract should be reported to the CO.

34. MANDATORY TRAINING REQUIREMENTS: To be eligible to perform under this contract, each contract employee must satisfactorily complete VA Talent Management System (TMS) web based training. Effective March 23, 2012, all contractors are required to begin using TMS for their mandatory training, utilizing the Create New Feature at

www.tms.va.gov. Contract employees will self-enroll into TMS and select the following courses. Training is to be accomplished outside of contract duty hours. TMS courses will require annual completion.

- Privacy & HIPAA (1 hour) #10203
- VA Privacy & Information Security Awareness & Rules of Behavior (1hr.) #10176
- Fire & Safety #1333999 (.30) course
- Prevention and Management of Disruptive Behavior (PMDDB), level 1 (1hr.)
- VHA Active Threat curriculum VHA-Threat (1 hr.) #4638

Note: *Step by step TMS enrollment instructions will be provided at the post award conference.*

FOLLOW UP: The contractor will ensure documentation is provided to the COR demonstrating satisfactory completion of training requirements within 45 days of commencement of employment and background investigation per security requirements was initiated prior to the start of employment.

35. GOVERNMENT FURNISHED PROPERTY AND SERVICES

The Government will not provide office space, telephone service and or system access. All procedural guides, reference materials, and program documentation for the work will be provided on an as needed basis. Contract employees will need to report to the HR ID Office at James a. Haley Veterans Hospital Building 41 no later than 3 work days before reporting for duty for fingerprinting and building 42 PIV office later to obtain their Personal Identification Verification (PIV) ID badge. Two forms of government approved picture identification are required for proof of identity. Government will provide:

- Standard Operating Procedures, site specific
- Security Equipment – None
- VA PIV Identification Badge and parking decal as required

36. Applicable Documents:

- a) FIPS Pub 201, “Personal Identify Verification of Federal Employees and Contractors”, March, 2006.
- b) 5 U.S.C. 4552a, as amended, “The Privacy Act of 1974”.
- c) VA Handbook 6500.5, Contract Security,” March 12, 2010
- d) VA Directive 0735
- e) Homeland Security Presidential Directive, HSPD-12
- f) Performance Requirements Summary PRS
- g) 05-07 Competency Assessment and Documentation, #4
- h) System Policy 11-05 Appendix B. Basic Life Support Certification, American Heart Association. Automated External Defibrillator (AED) training.
- i) VHA Directive 2008-015: Public Access to Automated External Defibrillators (AEDs): Deployment, Training, and Policies for Use in VHA Facilities.

36. Contract Monitoring Procedures and Performance Requirements: Program Support Assistant Michael G. Parker will be delegated the authority of Contracting Officer’s Representative (COR). The COR will be assigned to monitor contract compliance. The COR’s monitoring will include making periodic unannounced inspections to assure the Contractor is in compliance and the waiting time requirement shall not exceed fifteen (15) minutes 90% of the time. The COR will periodically audit the Contractor’s ability to manage the traffic flow to assure that the Contractor is putting the Veteran first and is providing a safe and efficient operation, ensuring coverage and appropriate schedules. The VA will make every effort to notify the contractor in advance concerning construction projects or special events that may affect parking or otherwise affect service requirements. Although it is the Contractor’s responsibility to assign the number of contract personnel to meet contract requirements, the COR will be responsible for monitoring the efficient use of Contractor personnel.

37. Performance Standard: If required by the COR, the Contractor shall, at Contractor expense, perform a drug screen and criminal background investigation on a Contractor employee who is providing services under this contract. The Contractor agrees to terminate immediately an employee who, at the sole discretion of the VA, poses a risk to the health

or safety of a patient, family member, volunteer, employee or any individual requiring services. Also, the Contractor agrees to terminate immediately an employee whose conduct is disapproved by the COR because it interferes with the business or operations of the hospital. A record of each Contractor employee's character and physical capabilities to perform the duties of their position shall be maintained by the Contractor and made available for inspection upon request by the Government. Contractor shall be completely responsible for all actions of their employees. The Government reserves the right to deduct up to 5% from the Contractor's monthly invoice if 2 or more service complaints per contractor employee are lodged against the Contractor during any 30-day period.

PERFORMANCE STANDARDS REQUIREMENTS SUMMARY MATRIX

Performance Indicators	Performance Measure	Acceptable Level of Quality	Method of Assessment	Incentive	Dis-incentive
The Contractor shall meet the Performance Standard of PWS Timeliness	(1) Shuttle pick up timeframes; wait times for parking; (2) contractor employee orientation and training; (3) 30- day background security requirements	(1) 90% accuracy for 15-minute wait times; (2) No more than 2 validated customer complaints per month; (3) 100% for background security requirements	(1) Reports, (2) Visual Observation, Claims, customer complaints, (3) Random monitoring	(1-3) Favorable contractor performance evaluations	(1-3) Unfavorable contractor performance evaluation and/or 2%, 3%, 4% and 5% progressive deduction penalty from invoice payments for excessive customer complaints and security violations