

DEPARTMENT OF VETERANS AFFAIRS
PERFORMANCE WORK STATEMENT (PWS)
For
MATERIAL HANDLING SUPPORT SERVICES

3.0 PERFORMANCE WORK STATEMENT

3.1. INTRODUCTION

The VA Denver Logistics Center (DLC) is a field office within the Department of Veterans Affairs, Office of Acquisitions and Logistics and the National Acquisition Center, located in Golden, CO. The DLC's primary mission is to procure and distribute selected Prosthetic items for the Department of Veterans Affairs on a nationwide basis.

3.2 Blanket Purchase Agreement Terms and Conditions

This Request for Quote (RFQ) will result in a single-award Indefinite Delivery Indefinite Quantity (IDIQ) contract, and is set-aside for Small Businesses (SB). Only quotes submitted by SBs will be accepted by the Government. Businesses with a local coordinator shall be given preference.

3.3 IDIQ Scope

The purpose of this RFQ, is to establish a multiple-award IDIQ for material handling, and related support services.

3.5 Delivery

All services will be performed at the DLC warehouse located at 555 Corporate Circle, Golden CO, 80401.

3.6 Volume

Placement of orders under this IDIQ is contingent upon several factors, including receipt of funding and the Government's continuation of work. The last five (5) Fiscal Years (FY), (FY13-17), DLC has averaged 2,208,236 orders per FY, 106,416,236 items shipped, and 7.9 percent sales increase. There are no indicators that work will decrease, only increase. Last five (5) FYs listed:

	Orders	Items Shipped
FY13	1,868,733	76,571,913
FY14	2,121,279	84,115,572
FY15	2,424,488	106,029,831
FY16	2,453,824	129,878,880
FY17	2,547,739	136,260,559
Totals:	11,416,063	532,856,755
Yearly Average: Yr. Aver.:	2,208,236	106,416,236

3.7 Obligation of Funding

This IDIQ does not obligate funds. Funding will be obligated through individual orders issued under the IDIQ.

3.8 IDIQ Expiration

This IDIQ is effective for a period of one-year, followed by four, one-year option periods that may be exercised at the discretion of the Government.

3.9 Ordering Procedures

All task orders will be issued in writing. Task orders will be issued based on the pricing provided in the price chart that has been negotiated prior to contract award.

3.10 Ordering Offices

Only warranted contracting officers located at the Denver Logistics Center may issue orders against this IDIQ.

3.11 Invoices and Payments

See VAAR 852.232-72 and FAR 52.232-34. Invoices shall be submitted monthly in arrears.

3.12 Non-schedule Items

Open market items not specific TASK ORDER identified in the Contractor's GSA Schedule contract are considered non-schedule items and may only be added to the IDIQ for administrative convenience in accordance with the provisions of FAR 8.402(f).

3.13 IDIQ Annual Review

A review of this IDIQ will be conducted annually prior to the exercise of an option year to determine whether the IDIQ is still considered a best value and that it meets the needs of the Government.

3.14 Government Quality Assurance

The Government reserves the right to establish and maintain a Quality Assurance Surveillance Program (QASP) in accordance with FAR 52.246-6 "Inspection of Time-and-Material and Labor Hour" and the provisions contained in the Performance Requirements Summary of individual TASK ORDERS issued under this IDIQ.

3.15 Non-Personal Services

This is a "Non-Personal Services" IDIQ. The personnel rendering services are not subject, either by the IDIQ's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. Contractor employees should only receive directions from the contractor's supervisor other contractor managers. Communication from the VA Contracting Officer or Contracting Officer's Representative (COR) should be directed thru the supervisor or key personnel, and not directly to the material handlers. Should any VA employee other than the COR or Contracting Officer (CO) ask or direct any Contract employee to deviate from established production requirements, priorities, or performance procedures and requirements, the Contractor employee will refer the matter to the COR or CO for resolution.

3.16 Rights in Government Furnished Data and Materials

The VA shall retain all rights and privileges, including those of patent and copyright, to all Government furnished data. The Contractor shall neither retain nor produce for private or commercial use any data or other materials furnished under this IDIQ/TASK ORDER. The Contractor agrees not to assert any rights in common law or in equity or establish any claim to statutory copyright to such data. These rights are not exclusive and are in addition to other rights and remedies to which the Government is otherwise entitled elsewhere in this IDIQ or IDIQ TASK ORDER.

3.17 Access to Government Facilities

The authorized Government representative in each TASK ORDER will coordinate access to Government facilities by Contractor personnel when required in the performance of work on individual task orders. While on Government property, the Contractor shall comply with all applicable rules and regulations, not only as they apply to themselves, but also as they apply to other personnel and property at the site. The local Government representative will have sole authority to determine when, and under what conditions, Contractor personnel can be present on site – for instance, the Government may prohibit Contractor personnel from being on site if there are no Government personnel present at the same time.

3.18 Key Personnel

The Contractor shall propose a project management structure and identify key personnel on this IDIQ to perform the functions of project management. These key personnel will be directly responsible for management of this IDIQ. Additional key personnel may be required for individual IDIQ TASK ORDERS, if the Government designates positions as being essential or “key” to the work performed under that TASK ORDER. Key personnel shall be available to support the requirement of TASK ORDERS issued under this IDIQ and ensure that all work performed meets the requirements set forth in the particular TASK ORDER.

3.18.1 Key Personnel Substitution

During the first 60 days of performance, the Contractor shall not replace or substitute Key Personnel who the Contractor proposed pre-award unless the replacement is necessitated by illness, death, or termination of employment. The Contractor shall provide a Key Personnel substitution list for pre-approval post-award. After the initial 60 day period, the Contractor shall submit the information required by the paragraph below to the Contracting Officer at least 21 days prior to replacing any Key Personnel. Justification must be submitted if the above deadlines were not met. The Contractor agrees that it has a contractual obligation to mitigate the consequences of the loss of Key Personnel and shall promptly secure any necessary replacements in accordance with this PWS section. Failure to replace Key Personnel pursuant to these terms, or any break in performance of the labor category at issue shall be considered a condition endangering task order performance and may provide grounds for damages.

4.0 SCOPE

The purpose of this IDIQ solicitation, conducted under the authority of the GSA Multiple-Award Schedule Program (FAR Subpart 8.405-3), is to obtain material handling services in support of the DLC warehouse operations. The contractor will provide support personnel and corrugated shipping boxes to assist the DLC by providing Materials Handler support services. **All services are to be performed on-site at the DLC facility located at 555 Corporate Circle, Golden CO 80401.** The required services involve a variety of functions related to warehouse operations. All services are non-personal in nature.

Performance must comply with the requirements contained in this Performance Work Statement (PWS). Services must be performed by contract employees who will not be considered or treated as federal employees for any purpose. Contractor employees will remain under the day-to-day oversight and control

of the contractor who will be responsible for ensuring discipline, attendance, and completion of all employee/personnel actions. The Government warehouse supervisor, or designee, will provide guidance and advice to contractor supervisor(s)/On-Site Representative and or key personnel regarding the warehouse work priorities and areas for particular focus of efforts for any time period the contract employees are present. The contractor will ensure that contract employees concentrate their duty performance to achieve those DLC priorities and areas of focus.

4.1 Personnel

4.1.1 Point of Contact. The contractor shall provide a "Local" Point of Contact (POC) that shall be responsible for the administrative aspects of the work performed. The POC may be an individual providing service in accordance with the PWS. The contractor shall designate this individual, in writing, to the CO before the start of performance. An alternate POC may be designated, but the contractor shall identify those times when the alternate shall be the primary POC.

4.1.2 Availability

The contractor shall provide a "Local" POC who shall be available via telephone Monday through Friday, 7:30 a.m. until 4:30 p.m. excluding federal holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day. The local POC shall be available to meet face-to-face within three hours of notification in the event of a required meeting, or emergent situation. Outside of normal operating hours, the local POC shall be available via e-mail.

4.2 Personnel Requirements

4.2.1 English Language Requirement. On-site contractor personnel shall be able to read, understand, speak, and write English.

4.2.2 Contractor personnel shall present a neat appearance and be easily recognized as contractor employee. Contractor personnel are required to wear a contractor provided shirt with the Contractor's logo, as well as an identification/access badge provided by the VA during work hours.

4.2.3 The contractor personnel shall be knowledgeable and proficient in the use of Microsoft Office application software such as: Word, Excel, SharePoint, and Outlook.

4.3 The contractor shall not employ persons for work on task orders without assuring personnel do not pose potential risk to health, safety, security, general well-being or operational mission of the installation and its population.

4.3.1 In the event that such employee is identified to the contractor by the CO as a potential threat to the health, safety, security, general well-being or operational mission of the installation and its population, the contractor shall immediately remove employee from service on the task order upon direction from the CO.

4.3.2 Contractor personnel shall be required to have a building access contractor badge, issued by the Government, to gain access to the building.

4.4 Education and Training Requirements

All employees shall possess the minimum of a high school diploma, or equivalent. Contract employees must have sufficient relevant experience necessary to perform the efforts required under this IDIQ. Exception: Specific one-time training on existing DLC equipment will be provided by the Government, as necessary, upon initial award. The Government will provide one-time initial equipment training to Contractor employees for new types of equipment when the equipment is first employed at the DLC. Contractor's onsite management/supervisory staff will be responsible for training on DLC equipment after any initial training is provided by the Government, for equipment existing at the time of award or when a new type of equipment is introduced in the Warehouse.

4.5 Hours of Operation

Currently, work will be performed Monday through Friday beginning no earlier than 6:00 am and ending no later than 9:30 pm.

Services **will not** be performed on any Federal Holiday.

Current contractor staffing requirements:

- On-Site Representative (1 Supervisor)

- Day Shift Lead/Supervisor (1 Person)

- First Shift Materials Handlers (20 Personnel, maximum; this number can fluctuate due to emergent mission requirements or changes in work volume)

- Night Second Shift Lead/Supervisor (1 Person)

- Second Shift Materials Handlers (6 Personnel, maximum; this number can fluctuate due to emergent mission requirements or changes in work volume)

Currently a Third Shift (9:00 pm – 5:30 am) is not required. However, in the event of increased volume, a Third Shift will be utilized.

Third Shift contractor staffing requirements:

- Night Second Shift Lead/Supervisor (1 Person)

- Second Shift Materials Handlers (6 Personnel, maximum; this number can fluctuate due to emergent mission requirements or changes in work volume)

5.0 GOVERNMENT FURNISHED PROPERTY

5.1 General. The Government will provide the facilities, equipment, non-contracted materials, and/or services (background investigations, PIV cards, facility access cards) listed as required. Fingerprint adjudication and Tier 1: National Agency Crime Investigation (NACI) investigation will be billed to Station 791, DLC.

5.2 Property. Contractor personnel shall use these facilities, equipment, and supplies for performance of this contract only.

5.2.1 Facilities. Contractor personnel shall have the use of appropriate common facilities at the DLC for performing all services required by this PWS.

5.2.2 Office/Work Space. Contractor personnel will be provided a workspace to perform their responsibilities. The Government will not be responsible for loss or damage of personal items brought into the DLC.

5.2.3 Equipment. Contractor personnel shall have use of all available equipment for performing services required by this IDIQ.

5.2.4 Supplies. The DLC will provide office supplies commonly used in the workplace.

6.0 SPECIFIC TASKS

6.1. Material Handler

The Material Handlers provided under this PWS are involved in nonsupervisory efforts that include receiving, storing, and assembling for issue, shipment, and distribution, a wide variety of bin and bulk supplies, materials, equipment, and commodities using mechanized, automated, and manual material moving equipment, devices, and systems. The work requires general knowledge of the methods used in processing, handling, and storing of materials and equipment through a supply facility; the ability to log receipts, storage, and shipment data; and the ability to use manual or mechanized equipment to move, stack, bin, and position materials and equipment. The work also requires the ability to organize, arrange, and remove stock in storage areas in accordance with established procedures (see Attachment 2) to prevent damage, deterioration, and loss. Most work requires the incidental or regular use of hand lifts. The work also involves the use of mail processing systems to process incoming and outgoing mail/parcels of a variety of sizes, weights, and classes for shipment via the United States Postal Service, Federal Express, United Parcel Service and other mail carriers: this includes maintaining an accurate accounting and reporting system for manifesting and metering systems. The contractor shall perform on-site supervision for all material handling services provided.

6.2 Deliverables

Weekly Production Report: The contractor On Site Representative (OSR) (CLIN 0001) shall validate all work performed by signing off on production summary documents. When requested by the COR, the OSR shall provide a summary of duties performed/accomplishments for each employee by close of business, the last duty day of each week.

6.3 Warehouse Throughput

The Contractor shall ensure sufficient material handlers are onsite to accommodate a varying amount of services outlined in Section 4.1. The fixed-price CLINs shall include all costs to perform all required services identified in this PWS, Monday through Friday from 6:00 am through 9:30 pm (9:00pm through 5:30 am, if third shift is utilized). The COR may request/authorize overtime for contractor employees. Overtime in this IDIQ means any hours above a typical 8-hour work day, or work on Saturdays. Overtime may be authorized for a specific number of hours for any contractor employee Monday through Saturday. All overtime will be funded by the issuance of a task order. Overtime funding that was obligated but later not authorized by the COR will be de-obligated by modification to the task order after the completion of the respective period of performance.

6.3.1 Historical staffing requirements for the previous four years, FY14-17 has been a combination of 13 Government Full Time Employees (FTE), and up to 29 Contract staff.

6.4 CLIN Structure

CLINs 0001, 0002, 0003, 0004, 0005, 0006, and 0007 are **labor hour** CLINs:

CLINs 0008, 0009, 0010, 0011, 0012, 0013, 0014, 0015, and 0016 are **commodity** CLINs:

CLIN 0001, On-Site Representative: Responsible for the overall work performed for all assigned contractors and deliverables listed above in 6.2. This individual should possess the skills to administratively maintain files, generate reports with DLC supplied software, request appropriate warehouse supplies, keep timecards, and ensure compliance with the DLC safety program.

CLIN 0002, Day Shift Lead/Supervisor: Responsible for overall work performed on Day First Shift by contract Materials Handlers. Performance elements listed below in 7.0 PERFORMANCE OBJECTIVES.

CLIN 0003, Night Second Shift Lead/Supervisor: Responsible for overall work performed on Night Second Shift by Contract Materials Handlers. Performance elements listed below in 7.0 PERFORMANCE OBJECTIVES.

CLIN 0004, Night Third Shift Lead/Supervisor: Responsible for overall work performed on Night Third Shift by Contract Materials Handlers. Performance elements listed below in 7.0 PERFORMANCE OBJECTIVES.

CLINs 0005, Materials Handlers work performed: Receiving, storing, selecting, the appropriate type, size and quantity of merchandise from all respective commodity stock groups for packaging and shipment to Veteran population and VA Medical Facilities. Performance elements listed below in 7.0 PERFORMANCE OBJECTIVES.

CLIN 0006, Materials Handlers work performed: Receiving, storing, selecting, the appropriate type, size and quantity of merchandise from all respective commodity stock groups for packaging and shipment to Veteran population and VA Medical Facilities. Performance elements listed below in 7.0 PERFORMANCE OBJECTIVES.

CLIN 0007, Materials Handlers work performed: Receiving, storing, selecting, the appropriate type, size and quantity of merchandise from all respective commodity stock groups for packaging and shipment to Veteran population and VA Medical Facilities. Performance elements listed below in 7.0 PERFORMANCE OBJECTIVES.

CLIN 0008, corrugated box, size 5" x 5" x 3"

a. Boxes shall be constructed using "E flute", single-wall corrugated cardboard, rated at a minimum of 32 ECT (Edge Crush Test) or greater, 200 lbs. per square inch minimum burst test, and a max weight for contents of 65 pounds. An exact sample box shall be provided as part of the contract proposal to assess quality and suitability. No substitutions are authorized without prior approval from the CO.

CLIN 0009, corrugated box, size 7" x 6" x 4".

a. Boxes shall be constructed using "E flute", single-wall corrugated cardboard, rated at a minimum of 32 ECT (Edge Crush Test) or greater, 200 lbs. per square inch minimum burst test, and a max weight for contents of 65 pounds. An exact sample box shall be provided as part of the contract proposal to assess quality and suitability. No substitutions are authorized without prior approval from the CO.

CLIN 0010, corrugated box, size 12 x 9" x 4"

a. Boxes shall be constructed using "E flute", single-wall corrugated cardboard, rated at a minimum of 32ECT (Edge Crush Test) or greater, 200 lbs. per square inch minimum burst test, and a max weight for contents of 65 pounds. An exact sample box shall be provided as part of the contract proposal to assess quality and suitability. No substitutions are authorized without prior approval from the CO.

CLIN 0011, corrugated box, size 14" x 14" x 8"

a. Boxes shall be constructed using "E flute", single-wall corrugated cardboard, rated at a minimum of 32ECT (Edge Crush Test) or greater, 200 lbs. per square inch minimum burst test, and a max weight for contents of 65 pounds. An exact sample box shall be provided as part of the contract proposal to assess quality and suitability. No substitutions are authorized without prior approval from the CO.

CLIN 0012, corrugated box, size 18" x 16" x 6"

a. Boxes shall be constructed using "E flute", single-wall corrugated cardboard, rated at a minimum of 32ECT (Edge Crush Test) or greater, 200 lbs. per square inch minimum burst test, and a max weight for contents of 65 pounds. An exact sample box shall be provided as part of the contract proposal to assess quality and suitability. No substitutions are authorized without prior approval from the CO.

CLIN 0013, corrugated box, size 18" x 16" x 12"

a. Boxes shall be constructed using "E flute", single-wall corrugated cardboard, rated at a minimum of 32ECT (Edge Crush Test) or greater, 200 lbs. per square inch minimum burst test, and a max weight for contents of 65 pounds. An exact sample box shall be provided as part of the contract proposal to assess quality and suitability. No substitutions are authorized without prior approval from the CO.

CLIN 0014, corrugated box, size 18" x 18" x 15"

a. Boxes shall be constructed using "E flute", single-wall corrugated cardboard, rated at a minimum of 32ECT (Edge Crush Test) or greater, 200 lbs. per square inch minimum burst test, and a max weight for contents of 65 pounds. An exact sample box shall be provided as part of the contract proposal to assess quality and suitability. No substitutions are authorized without prior approval from the CO.

CLIN 0015, corrugated box, size 24" x 17" x 15"

a. Boxes shall be constructed using "E flute", single-wall corrugated cardboard, rated at a minimum of 32ECT (Edge Crush Test) or greater, 200 lbs. per square inch minimum burst test, and a max weight for contents of 65 pounds. An exact sample box shall be provided as part of the contract proposal to assess quality and suitability. No substitutions are authorized without prior approval from the CO.

CLIN 0016, constructed, empty hearing aid boxes.

a. Boxes shall be constructed using "E flute", single-wall corrugated cardboard, rated at a minimum of 23ECT (Edge Crush Test), 125 lbs. per square inch minimum burst test, and a max weight for contents of 20 pounds. Internal dimensions of the completed box are exact: 4.25" x 6.75" x 2.25".

b. Contractor shall create or already have a die that allows the box to be constructed from a single sheet of cardboard.

c. Boxes shall have generally accepted standard coefficient of friction and wet strength for common shipping boxes (no wax or plastic coatings).

d. Boxes shall have self-locking ends (see attached picture). The box shall have a clam-shell type opening with roll in tuck top closure mechanisms that are on both ends of the lid portion.

e. For the assembly and delivery of **empty hearing aid boxes**, the contractor shall:

(1) Fold the box and insert all tabs so that the box is completely assembled and closed (a hollow rectangle)

(2) Fill a standard USPS Eastern Regional Mail Container (ERMC) with a minimum of 672 assembled boxes (picture will be attached).

(3) Deliver 4ea. ERMCS every Monday, Wednesday and Friday to 555 Corporate Circle, Golden, CO 80401, between 0700 and 1100, unless previously approved by the Contracting Officer.

6.5 Transition Period

The incumbent contractor is responsible for all services through August 31, 2019. The awardee will use the 60-day transition period (to start July 2nd, 2019) to become familiar with the DLC warehouse operations and procedures, hire and train the material handlers so the awardee can assume full responsibility for all services on September 1, 2019. The awardee is required to offer first right of refusal to employees of incumbent contract. The awardee is required to facilitate transition of services under this BPA upon completion of the period of performance of the final task order.

7.0 PERFORMANCE OBJECTIVES

The table below details the performance objectives that will be monitored to ensure services are provided in compliance with the terms and conditions of this IDIQ and resulting task orders.

Performance Objective Surveillance Method:

CLIN 0005, 0006, & 0007 Materials Handlers work performed Minimum Standard Performance Elements

Method of Surveillance:

Periodic observation by the Supervisor, feedback from other divisions within the DLC with verification by Supervisor, COR, and customer complaints from the field.

Measures of Minimum Performance:

Minimum measure of performance listed with each work performance commodity.

1. Commodity Product Pulling:

Select the appropriate type, size and quantity of merchandise from all respective commodity stock groups listed:

a. Pull Continuous Eligible Veteran Accessories. **Fully Successful** performance is pulling all continuous orders in 5 hours or less with no more than 10 preventable errors per quarter due to personal oversight or substantiated.

- b. Pull Station Stock Accessories. **Fully Successful** performance is pulling all continuous orders in 6 hours or less with no more than 10 preventable errors per quarter due to personal oversight or substantiated.
- c. Pull Autobag Accessories. **Fully Successful** performance is pulling all orders in 1 hour with no more than 5 preventable errors per quarter due to personal oversight or substantiated.
- d. Pull Continuous Eligible Veteran Batteries. **Fully Successful** performance is pulling all continuous orders in 1 hour or less with no more than 3 preventable errors per quarter due to personal oversight or substantiated.
- e. Pull Station Stock Batteries. **Fully Successful** performance is pulling all station orders in 1 hour or less with no more than 3 preventable errors per quarter due to personal oversight or substantiated.
- f. Pull Autobag Batteries. **Fully Successful** performance is Pulling all orders in 2 hours or less with no more than 5 preventable errors per quarter due to personal oversight or substantiated.
- g. Pull Continuous Eligible Veteran Orthotics. **Fully Successful** performance is Pulling all orders in 1.5 hours or less with no more than 5 preventable errors per quarter due to personal oversight or substantiated.
- h. Pull Station Stock Orthotics. **Fully Successful** performance is pulling all orders in 1.5 hours or less with no more than 5 preventable errors per quarter due to personal oversight or substantiated.
- i. Pull Consolidated Veteran Orders. **Fully Successful** performance is pulling all orders in 1.5 hours or less with no more than 10 preventable errors per quarter due to personal oversight or substantiated.

2. Commodity Order Packing:

- a. Pack Continuous Eligible Veteran Accessories. **Fully Successful** performance is packing all continuous orders in a full work day with less than 3 preventable errors per quarter that enter the mail stream due to personal oversight. Under **steady-state conditions**, all first shift orders are ready to ship no later than 1500.
- b. Pack Station Stock Accessories. **Fully Successful** performance is packing all continuous orders in a full work day with less than 3 preventable errors per quarter that enter the mail stream due to personal oversight. Under **steady-state conditions**, all first shift orders are ready to ship no later than 1500.
- c. Pack Continuous Eligible Veteran Batteries. **Fully Successful** performance is packing all continuous orders in 4 hours or under with less than 3 preventable errors per quarter that enter the mail stream due to personal oversight. Under **steady-state conditions**, all first shift orders are ready to ship no later than 1500.
- d. Pack Station Stock Batteries. **Fully Successful** performance is packing all continuous orders in 2 hours or under with less than 3 preventable errors per quarter that enter the mail stream due to personal oversight. Under **steady-state conditions**, all first shift orders are ready to ship no later than 1500.
- e. Pack Continuous Eligible Veteran Orthotics. **Fully Successful** performance is packing all continuous orders in 3 hours or under with less than 3 preventable errors per quarter that enter the mail stream due to personal oversight. Under **steady-state conditions**, all first shift orders are ready to ship no later than 1500.

f. Pack Station Stock Orthotics. **Fully Successful** performance is packing all continuous orders in 3 hours or under with less than 3 preventable errors per quarter that enter the mail stream due to personal oversight. Under **steady-state conditions**, all first shift orders are ready to ship no later than 1500.

g. Pack Station Stock Assistive Listening Devices/Assistive Devices/Prosthetic Socks. **Fully Successful** performance is packing all continuous orders in 3 hours or under with less than 3 preventable errors per quarter that enter the mail stream due to personal oversight. Under **steady-state conditions**, all first shift orders are ready to ship no later than 1500.

h. Pack Consolidated Assistive Listening Devices/Assistive Devices/Prosthetic Socks/Batteries. **Fully Successful** performance is packing all consolidated orders in 4 hours or under with no more than 1 preventable error per quarter that enter the mail stream due to personal oversight. Under **steady-state conditions**, all first shift orders are ready to ship no later than 1400.

i. Process Autobag batches (Batteries). **Fully Successful** performance is processing 600 orders in one hour with less than 3 preventable errors per quarter that enter the mail stream due to personal oversight. Under **steady-state conditions**, all first shift orders are ready to ship no later than 1500. All pre, during, and post operation preventative maintenance is completed every shift.

j. Process Autobag batches (Accessories). **Fully Successful** performance is processing 500 orders in one hour with less than 3 preventable errors per quarter that enter the mail stream due to personal oversight. Under **steady-state conditions**, all first shift orders are ready to ship no later than 1500. All pre, during and post operation preventative maintenance is completed every shift.

k. Processes incoming & outgoing (including Telehealth) mail utilizing the appropriate mail processing systems. **Fully Successful** performance is no more than two verified errors per week.

3. Telehealth order fulfillment

a. Complete the tasks of pulling, matching, registering, packing and shipping Telehealth orders as a team in an interdependent, concurrent assembly line. **Fully Successful** performance is completion of all orders as a team before the next drop. (Every 3 hours starting at midnight.) Hourly processing rates will be no less than 100 orders per 1.5 hours. No more than 3 instances per quarter where an incorrect item is shipped.

b. Ensure that correct serial numbers and MAC addresses are registered to Veterans. **Fully Successful** performance in no more than 1 instance per quarter when a wrong serial number is registered and shipped to a Veteran.

c. Update and clear outstanding 3-day/RMA select packages and complete Retrieval Kits/Return Labels. **Fully Successful** performance is sending daily status request email for all open 3-day select/RMA packages. All new 3-day/RMA select boxes have been opened and an email has been sent to the vendor/care coordinator. Telehealth service requests received in the morning are ready for distribution no later than 1530. Retrieval kits and return labels are assembled and loaded onto the UPS trailer at a rate of 100 orders per hour. No unsolicited, negative feedback is received from a care coordinator or DLC Supervision/QA during a quarter.

d. Process refurbished returns (Telehealth). **Fully Successful** performance in No more than 1 instance per quarter when a wrong serial number is registered, completely packed, and enters the mail stream.

e. Ensure that serialized Telehealth HUB devices are sent to the correct Veteran. **Fully Successful** performance is no more than 1 instance per quarter when a wrong HUB was sent to a Veteran.

f. Ensure that correct serial numbers and MAC addresses are registered to Veterans. **Fully Successful** performance is no more than 1 instance per quarter when a wrong serial number is registered and shipped to a Veteran.

g. Update and clear outstanding 3-day/RMA select packages. **Fully successful** performance is sending a daily status request email for all open 3-day select/RMA packages. All new 3-day/RMA select boxes have been opened and an email has been sent to the vendor/care coordinator during **steady- state conditions**. All UPS labels are printed and ready for shipment no later than 1100.

h. Pack and ship the correct peripherals for Telehealth orders. **Fully successful** performance is no more than 1 instance per quarter that a wrong item is shipped.

i. Process refurbished returns (Telehealth). **Fully successful** performance is no more than 1 instance per quarter that a wrong serial number is registered and completely packed.

4. Receiving/Stocking

a. Receives and processes all incoming shipments correctly. **Fully Successful** performance is processing all daily inbound shipments with no more than three instances when a wrong item or quantity is received and stocked in a work month. Damages and discrepancies must be processed and reconciled within 72 hours of receipt during **steady-state conditions**.

b. Deliver internal DALC mail. **Fully Successful** performance is less than 2 instances in a quarter when a parcel or letter is delivered to the wrong recipient.

5. Customer Service & IT Security

a. Foster and promote a work climate of dignity and respect, facilitate staff collaboration, and ensure staff support (feedback to fellow DALC staff members) is timely and accurate. **Fully Successful** performance is no more than one instance occurs where professionalism or civility are compromised (verbally attacking a person, perpetuating rumors, intentionally aggravating a situation through words or e-mails).

b. Support the Departmental IT Security Program by safeguarding VA's information assets and completing annual computer security awareness training. **Fully Successful** performance is zero instances in the rating period where IT security was compromised or an IT system was used inappropriately.

6. Accountability

a. Be responsible for measurable, high-quality, timely and cost-effective results. Execute DLC objectives and priorities. Accept responsibility for mistakes as well as ownership of improvement initiatives. Comply with established control systems and rules. Comport professionally by exhibiting VA "I CARE" values.

Fully Successful performance is no more than 1 instance per year when the Chief of Logistics, Supervisor, COR is informed about or observes an action that is contradictory to the "I CARE" values or is

a deliberate and intentional dereliction of duty or responsibility. No intentional rule, instruction or policy violations.

b. All approved leave requests will be entered onto the Shared Calendar no later than 48 work hours after being approved in VATAS. This does not apply to unplanned leave requests (call-ins). **Fully Successful** performance is no more than 2 instances per year when an approved leave request is not added to the Shared Calendar within 48 work hours.

c. All tasks assigned by leadership are accomplished within specified timeframes. If a task cannot be completed within a mandated time frame, an explanation is provided prior to the deadline with an updated expected completion date. **Fully Successful** performance is when no more than 2 instances per year when a task is not completed within a mandated timeframe or a deadline is missed without providing an updated expected completion date.

8.0 QUALITY ASSURANCE

The contractor is responsible for ensuring services are performed in accordance with PWS requirements. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Quality Assurance Plan shall outline how performance issues with individual contractors will be remedied or addressed (i.e. performance improvement plans, suspensions, reprimands and/or terminations). This plan shall be submitted to the COR within 30 days after award of the IDIQ. As a minimum the contractor shall develop quality control procedures addressing the areas identified in paragraph 8, Performance Objectives.

9.0 SECURITY AND PRIVACY REQUIREMENTS

9.1 Privacy: The provisions of the Privacy Act and Computer Security Act protect information included in this IDIQ. The Contractor shall protect contract information from disclosure to unauthorized sources.

9.2 Access to VA Information and VA Information Systems

9.2.1 A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.

9.3.2 All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations is Low Risk, National Agency Crime Investigation (NACI). The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

9.3.3. The contractor or subcontractor must notify the COR immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The COR must notify the Contracting Officer to any termination of contractor employees.

9.3.4. Information made available to the contractor or subcontractor by VA for the performance or administration of this IDIQ or information developed by the contractor/subcontractor in performance or administration of the IDIQ shall be used only for those purposes and shall not be used in any other way. If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the IDIQ, it shall be sufficient grounds to terminate the IDIQ for Cause under Federal Acquisition Regulation (FAR) Part 12.

9.3.5. Contractor Rules of Behavior. All contractor employees shall review, sign, and return to the COR copies of: Appendix D of VA Handbook 6500.6 (Attachment 3) prior to commencing work under a task order.

9.3.6 Business Associate Agreement (BAA) (Attachment 1). The contractor may be required to submit a BAA in order to provide services under this IDIQ. Additional information regarding the BAA process is located at: <http://vaww.vhadataportal.med.va.gov/DataAccess/BusinessAssociateAgreements.aspx>.

10.0 TASK ORDER CEILING

The maximum value of supplies that the Government may order during the contract performance period, including all options if exercised, will be **\$25,000,000.00**. Each task order will contain a ceiling price which will equal the sum of the contractor's fixed-price CLIN and labor-hour CLINs for the respective period. If at any time the Contractor has reason to believe that the hourly rate payments that will accrue in performing the order, if added to all other payment and costs previously accrued, will exceed 85% of the ceiling price stated in the order, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing the task order.

11.0 OPTION PERIODS

The Base period is estimated to commence on October 1, 2019, based on an award on that date or sooner. In the event that IDIQ is awarded after that date then the Base period will be adjusted accordingly so that the period of performance is 365 calendar days. Options will be for one calendar year each, for consecutive periods, with the first option to follow the last day of the base period.

Periods are estimated as outlined below.

- (1) Base – September 1, 2019, or date of award if later, for a period of one calendar year
- (2) Option I – September 1, 2020 through August 31, 2021
- (3) Option II – September 1, 2021 through August 31, 2022
- (4) Option III – September 1, 2022 through August 31, 2023
- (5) Option IV – September 1, 2023 through August 31, 2024

B.4 OPTION TO EXTEND THE TERM OF THE IDIQ

a. The Government may extend the term of this IDIQ by written notice to the Contractor 30 days prior to the expiration of the IDIQ, provided that the Government shall give the Contractor a preliminary written notice

of its intent to extend at least ten days before the IDIQ expires. The preliminary notice does not commit the Government to an extension.

b. If the Government exercises this option, the extended IDIQ shall be considered to include this option provision.

c. The total duration of this IDIQ, including the exercise of any options under this clause, shall not exceed the performance period of the governing GSA FSS Contract.

B.5 LABOR HOUR ORDERS

a. It is intended that the majority of orders issued for performance under this IDIQ will be Labor Hours.

b. The IDIQ holder shall furnish all the necessary qualified personnel, materials, facilities and management resources to furnish the services set forth in the Statement of Objectives (SOO) or the Performance Work Statement (PWS) within the terms specified and at the price(s) stated. All orders will be issued and modified at the labor rates in effect at the time the work is performed.

c. It is understood and agreed that the IDIQ holder shall use in the performance of the contract the labor categories and hours specified in each order.

d. The labor categories and hours specified in each order represent the current best estimate of the services to be performed. To enhance flexibility and to allow the IDIQ holder to determine the optimum labor mix for the order the IDIQ holder may without notice to the Government, increase or decrease the number of hours for each category specified in the individual order by no more than 2%. These adjustments are allowable only to the extent that the ceiling price and the total number of hours of the labor CLIN(s) are not exceeded. The IDIQ holder will not be paid more than the ceiling price of any individual order.

e. In the event the IDIQ holder expends fewer hours than set forth in the individual order, the total order shall be adjusted to reflect the actual number of hours expended and the final order price. In no case will the final price exceed the ceiling price of the order.

f. Notwithstanding any other provision, the IDIQ holder shall maintain sufficient accounting records for verification of the hours and categories of labor incurred in the performance of each order. It is further understood and agreed that the accounting records shall be available for Government review during the performance of the contract and until three years after final payment under the contract. In the event subcontract labor is included in the labor effort contained in paragraph (c) above, the foregoing records provisions shall be included in all applicable subcontracts.

g. Payment under individual orders for CLINs (to be specified in order) will be in accordance with FAR 52.232-7 entitled "Payments under Time-and-Materials and Labor-Hour Contracts." Withholding of amounts due as contemplated by the clause will apply to the total contract and not to individual orders. Withholding will not exceed \$50,000.00 for the entire contract, regardless of the number of orders issued against the contract, and will apply to the first order and continue until the maximum withholding amount is reached. To facilitate closeout of early orders, the amount withheld may be transferred to any subsequent active order. Ceiling price, as used in the clause, applies to each individual order, not to the total contract.

(End of Clause)

B.6 AUTHORIZED INDIVIDUALS

Individuals Authorized to Place Orders:

Any warranted contracting officer within the Denver Logistics Center.

B.7 AUTHORIZED REPRESENTATIVES

The primary Contracting Officer (CO) for this Agreement is:

Janna Jarvis
Contracting Officer
555 Corporate Circle
Golden, CO 80403
303-273-6225
Jana.Jarvis@va.gov

The Primary Contracting Officer's Representative (COR) for projects under this Agreement is:

Smith Pock
Supervisor Distribution Facilities Specialist
555 Corporate Circle
Golden, CO. 80401
303-273-6291
smith.pock@va.gov

The Alternate COR is:

Joseph Giovannucci
Supervisor Distribution Facilities Specialist
555 Corporate Circle
Golden, CO. 80401
303-273-6292
joseph.giovannucci@va.gov

The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR and the Contractor's Representative shall work together to ensure that all contractual requirements are being met. The COR will interpret specifications or technical portions of the work. The COR is not authorized to perform, formally or informally, any of the following actions:

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract; (2) Waive or agree to modification of the delivery schedule; (3) Make any final decision on any contract matter subject to the Disputes Clause; (4) Terminate, for any reason, the contractor's right to proceed; (5) Obligate in any way, the payment of money by the Government. Only a warranted Contracting Officer is authorized to obligate funds on this or any other contract action. The contractor shall immediately notify the Contracting Officer in writing if the COR has taken an action (or fails to take action) or issues directions (written or oral) that the contractor considers to exceed the above limitations. The contractor shall provide the Contracting Officer information copies of all correspondence to the COR.

(End of Clause)

B.8 INVOICES

- a. Inspection and acceptance shall be accomplished as follows: The Government, for all services furnished under any resulting order, hereby designates the COR in the program office as the point of final inspection and acceptance. The IDIQ holder will submit each invoice, including all back-up data, to DLC.INVOICES@va.gov for review and signature. If the invoice is incomplete or inaccurate, the CO will return the unsigned invoice to the IDIQ holder for correction. The Contracting Officer will then forward the signed invoice to the Financial Office (FO) for payment. Final payment for each order will be accomplished by final invoice accompanied by a receiving report.
- b. An itemized invoice shall be submitted to the CO at least monthly, in arrears, or upon expiration of this IDIQ, whichever occurs first, for all deliveries made during a billing period and for which payment has not been received. Copies of delivery tickets shall support these invoices. "Approved-for-payment" invoices will be submitted to the payment address specified on each individual order issued under this IDIQ.
- c. Payment will be made by electronic funds transfer in accordance with FAR 52.232-34.

B.9 PRECEDENCE

The Terms and conditions included in this IDIQ apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this IDIQ and the Contractor's invoice, the provisions of this IDIQ will take precedence.

Attachments:

1 - Standard Operating Procedures - Commodities

2 - Standard Operating Procedures - Telehealth