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PERFORMANCE WORK STATEMENT

WHEELCHAIR (AMBULETTE) TRANSPORTATION SERVICE

FOR CHILLICOTHE VAMC

22 August 2018

- 0. PURPOSE:** The Contractor shall furnish the necessary personnel (drivers) and vehicles required to provide wheelchair transportation services to the Department of Veterans Affairs beneficiaries at the Chillicothe VA Medical Center, 17273 State Route 104, Chillicothe, OH 45601. This requirement is needed for the VAMC Chillicothe. The majority of the trips will be needed between the hours of 7am and 7pm Monday through Friday, but limited services may be needed at any time (including weekends and holidays at the same rates). This contract will be for 24-hour service, 7 days per week.
- 1. CONTRACT DEFINITIONS/ACRONYMS:**
- a. **Administrative Contracting Officer (ACO)** – An individual designated by the Contracting Officer for each Medical facility, which is authorized to commit and obligate the government through the file of the contract, with consent from the Contracting Officer.
 - b. **Administrative Officer of the Day (AOD)** – VA official that works in the admissions area during evenings and nights, and monitors hospital activities during other than normal working hours. This person acts as hospital administrator during off-hours.
 - c. **Base Rate** – Base Rate is defined as the rate paid for one-way transportation from a designated pick up point to a designated delivery point. This rate will be paid for all authorized one-way trips ordered under this contract action, with employees receiving at minimum the Department of Labor Service Contract Act wage rates (included under attachments), during all phases of the trip made on behalf of the Government. Attached Service Contract Act wage rate determinations will be updated each option year, when/if new revisions are issued. The Base Rate shall constitute full compensation for one-way trips which do not exceed the “Mileage Threshold” as shown on Page 5.
 - d. **Beneficiary** – Veterans and other members determined to be eligible for benefits by the VA.
 - e. **Business Hours/Days** – Business hours/days are defined as the time of 8:00AM to 4:30PM, Monday through Friday, except Federal holidays. Federal holidays include New Year’s Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day and other specifically designated days by the President of the United States to be a national holiday. Off Business hours/days are defined as the time of 4:31PM to 7:59AM, Monday through Friday, all day Saturday and Sunday and Federal holidays.
 - f. **Contracting Officer (CO)** – VA official with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings, and is a member of the vehicle inspection team.
 - g. **Contracting Officer’s Technical Representative (COTR)** – VA official responsible for providing contract oversight and technical guidance to the Contracting Officer. COTR responsibilities include: certification of invoices, placing orders for service, providing technical guidance, overseeing technical aspects of the contract, and is a member of the vehicle inspection team. All administrative functions remain with the Contracting Officer.

- h. **Contractor** – The term “Contractor” as used herein refers to both the prime Contractor and his employees.
- i. **Dry Run** – A dry run is defined as a request for service by authorized Medical Center personnel, whereby the Contractor arrives at the designated pick-up point and no patient is transported due to a change in the Medical Center’s needs. The Contractor will be entitled to the applicable base rate only when dry runs are encountered due to no fault or negligence of the Contractor.
- j. **Joint Commission on Accreditation of Healthcare Organizations (JCAHO)** – A national organization dedicated to improving the care, safety and treatment of patients in a health care facility and environment.
- k. **Mileage Rate** – Mileage rate for wheelchair van services is the rate paid for each mile traveled beyond the specified Mileage Threshold for each applicable medical facility. This rate applies to one-way transportation only. In no event shall the Contractor receive this rate for miles traveled within the specified Mileage Threshold.
- l. **Quality Assurance** – Those actions taken by the Government to assure services meet the requirements of this contract.
- m. **Quality Assurance Evaluator(s)** – Government personnel responsible for surveillance of Contractor performance.
- n. **Quality Assurance Surveillance Plan** – An organized written document used for quality assurance surveillance. The document contains specific methods for performing surveillance of the Contractor’s continuous performance.
- o. **Quality Control** – Those actions taken by the Contractor to control the production of goods or services so they will meet the requirements of a contract.
- p. **Scheduled Trip(s)** – The term “Scheduled Trip” as used on this contract refers to those trips in which the Contractor has been given advance notice (advance notice is defined as a notice given by 3:30p.m. the prior business day) of required services and a specific pick-up time.
- q. **Unscheduled Trip(s)** – The term “Unscheduled Trip” as used in this contract refers to those trips required on an as needed basis and advance notice is not given.
- r. **Vehicle(s)** – The term “Vehicle(s)” as used in this contract refers to all modes of transportation provided under the requirements of this contract, unless a specific mode of transportation is identified.
- s. **Waiting** – Waiting as used in this contract is defined as the time required and verified by authorized medical facility personnel, for the Contractor to wait at designated pick-up and/or delivery points in performing contract services.
- t. **Waiting Grace Period** – The waiting grace period is defined as fifteen (15) minutes prior to the time waiting charges commence. The base rate for wheelchair van services shall include a fifteen (15) minute waiting grace period at origin and destination.

2. REQUIREMENTS:

2.1. Wheelchair Van Vehicle Requirements: All vehicles used to provide services on this contract shall, at a minimum, meet the following requirements:

- a. Have functioning mechanisms which ensure that all access doors are capable of being opened from both inside and outside the vehicle, and remain closed and secure during travel.

- b. Have a functioning speedometer indicating speed in miles per hour and a functioning odometer correctly indicating distance in tenths of a mile.
- c. Be equipped with operational air conditioning and heating systems. If the air conditioning system becomes inoperable during a day when the high temperature is forecast to reach 79 degrees or more, the vehicle shall be immediately pulled from service at the termination of the current trip and shall not be used again for service under this contract until the air conditioning system has been repaired.
- d. 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.
- e. Be equipped with hubcaps or wheel covers.
- f. Have all body molding in place, or if removed, holes shall be filled and painted.
- g. 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.
- h. Have unobstructed vision on all sides.
- i. Be equipped with an operable two-way radio and/or cellular telephone communication system that provides for contact with the vehicle during all hours of operation. Beepers are not an acceptable substitute. A two-way radio that shall be fully operational at all times during contract performance.
- j. GPS system installed and operational at all times during contract performance.
- k. Meet all safety and mechanical standards established by Local, State and Federal statutes and regulations.
- l. Have windows and doors that can be opened and closed in accordance with manufacturer standards.
- m. Not have leaks of any kind.
- n. Be equipped with a functioning horn.
- o. Have operable seat belts on all seats for all occupants.
- p. Have fully charged, certified and non-expired fire extinguisher. Vehicle shall contain four (4) emergency flares and warning lights, and one (1) five (5) pound ABC rated fire extinguisher with fire extinguisher tag showing record of inspections.
- q. Vehicle shall contain a First Aid Kit with band aids, gauze, elastic bandages, sterile gauze pads, triangular bandages, cleansing wipes, tape, scissors, eye pads, and ammonia inhalants. All items shall be packed in sterile containers. Vehicle shall have two (2) blankets. Vehicle shall have on board supplies to provide infection control precaution procedures.
- r. Steps shall be treated with non-skid material.
- s. Vehicles shall have clamp cleats, belts, and/or wheelchair tie-down straps and devices to firmly anchor wheelchairs to prevent movement in any direction and will secure both wheelchair and wheelchair beneficiaries.
- t. Loading platform shall be integral to the vehicle and made of at least thirteen (13) gauge steel. Platforms shall have raised edges, be counter balanced, self-adjusting to curbs and sidewalks, and self storing. When not in use platform shall be securely stored so as not to block the vision of the driver or inconvenience the patient.

- u. 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 lift if the power to the lift fails.
- v. A fixed seat position or a fixed secured floor or sidewall wheelchair lock must 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.

2.2. Vehicle Inspections:

- a. The VA Medical Centers at each location will inspect all vehicles that are to be utilized in the performance of this contract. These inspections will be conducted at the beginning of the contract and before each initial use of an added vehicle.
- b. Contractor shall not use any vehicles for this contract that has not passed inspection.
- c. Contractor shall contact the COTR to coordinate the date, time, and location for inspections.
- d. The Contractor shall provide the COTR 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 COTR quarterly.
- e. All vehicles shall be made available for inspection at any reasonable time during the performance of this contract when requested by the Contracting Officer or COTR. 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. The Government 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.
- f. The contractor shall not be permitted to borrow medical equipment from the Medical facilities. The contractor shall provide all medications required while in transport, sheets and blankets and other equipment and supplies required for use while in transport, for direct patient care. Contractor shall at no time and under any circumstances exchange supplies, equipment and/or medications with VA. The prices quoted in Schedule shall be inclusive of consumables used in transport.

2.3. DRIVERS /PERSONNEL QUALIFICATIONS

- a. The Contractor shall provide the COTR an updated list of drivers 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 on their driver's license, none of which were assessed for "Reckless Driving." VAMC Chillicothe 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 copy of the state driver's license as supporting documentation.
- b. 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 vehicle driver. The Contractor shall make these records available for inspection upon request by the Contracting Officer or the Contracting Officer's Technical Representative (COTR). At no time shall Contractor utilize add-on or replacement personnel to

perform contract services who do not meet the qualifications under the terms and conditions of this contract.

- c. The Contractor shall provide evidence of required training, certifications, licensing and any other qualifications of any personnel performing services under this contract. The initial documentation shall be provided to the Contracting Officer. Wheel chair Van Drivers shall have a valid operator's or chauffeur's license in accordance with Federal, State and Local government requirements for their place of operation, for the services they perform, all drivers must have a current CPR certification and have successfully completed the Standard and Advanced First Aid Course of the American Red Cross or U.S. Bureaus of Mines or equivalent and be capable of providing necessary medical assistance to the attending medical care specialist.
- d. Drivers shall not transport the beneficiaries of VAMC Chillicothe if they appear to be ill or 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. Drivers shall display professional manners at all times. Rude or obscene behavior or language shall not be accepted.
- e. Drivers shall wear appropriate attire with a picture identification (ID) badge that clearly identifies the company they work for. Drivers shall secure all beneficiaries and passengers with approved security devices prior to transport.
- f. Contractor shall demonstrate to VAMC Chillicothe that their attendants are adequately trained in the safe and proper transport of beneficiaries.

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

- a. 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).
- b. Gambling in any form.
- c. Smoking and other uses of tobacco while on duty. Both Beneficiaries and Contractor are prohibited from smoking in vehicles. The smell and residual smoke may cause other beneficiaries who shall be riding in the vehicle to become ill.
- d. Carrying of pistols, firearms or concealed weapons.
- e. Resorting to physical violence to settle a dispute with a fellow employee, beneficiaries, or the general public while on duty.
- f. Spitting in prohibited places or any other unsanitary, offensive, or insensitive practices or behavior.
- g. Use of loud, indecent, or profane language and/or making threatening or obscene gestures toward beneficiaries or other employees.
- h. 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.
- i. Engaging beneficiaries 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.

- j. Soliciting or accepting tips from beneficiaries, companions, or others at any time.
- k. 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.

2.5. COMMUNICATION SYSTEM: The Contractor's Communication System shall consist of:

- a. The Contractor shall maintain sufficient telephone capacity to ensure immediate local/toll free communication access between VAMC Chillicothe and the Contractor's facility for the purposes conducting business in the performance of the contract.
- b. The Contractor shall have telephone coverage to accept calls from VAMC Chillicothe seven (7) days a week, 24 hours a day.
- c. The Contractor shall ensure the availability of mobile radio and/or cellular telephone communication with all vehicles providing transportation service at all times.

2.6. GLOBAL POSITIONING SYSTEM (GPS)

All Vehicles shall be equipped with a GPS system which has the following capabilities:

- Line Mapping – step by step directions
- Summary - gives you a daily report on the driver's activity for the day
- Stop – indicates where, when, and for how long the vehicle stopped
- Speeding – gives you the speed the vehicle is going from point to point
- Mileage – gives you the daily travel mileage from point to point daily
- Detailed – specific information on a vehicle
- Ignition – indicates when the vehicle starts up
- Landmark Stop – gives you point by point directions with major landmarks
- Engine idle – tells you that the vehicle has stopped and is on/running
- Maintenance – lets you know when it is time for an oil change/tune up
- State Mileage – indicates long distance trips' mileage and tracking

2.7. CERTIFICATION OF INSURANCE COVERAGE: Before 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

3. **ORDERS:** All requests will be placed against pertinent schedule items, on a unit price basis, and will be verified against invoices and contractors request for service log submitted. When ordering services (whether it be by telephone, facsimile, mail, e-mail and/or in person), the VA Medical facility will provide the contractor with the following type of information:

- Mode of transportation required;
- Required date and time of arrival;
- Name of beneficiary
- Pick-up and delivery point;
- Type and number of additional medical care specialists required;
- Type of equipment required;
- Last four of the patient’s Social Security Number; and
- Any other special instructions.

- 3.1. **PLACING ORDERS:** VA will FAX or email a transportation request to the Contractor for next day transportation requirements by 3:30 pm daily. The VA transportation office will maintain a log for all trips on the request. Confirmation of receipt of the transportation request will be made by 4:00 each day. Orders, requests, or changes will only be made by the travel Clerk, AOD, or authorized party specified by the Chief, Health Administrative Service. Changes will be made by telephone, fax or email and will be confirmed immediately upon receipt. A list of authorized ordering personnel will be made available upon award of the contract. Employees may be added or deleted from the list during the term of the contract at the discretion of either VAMC Chillicothe. The Contractor will be notified of such changes as they occur.

- 3.2. **SAME DAY TRANSPORTATION REQUEST:** During the course of the day, it may become necessary to add beneficiaries to the Contractor’s list. When this occurs, the VA will fax, telephone or email the request to the contractor. The transportation office will maintain a log for all same day trips (including weekend and holidays) which will include the beneficiaries name, location/destination, time of call and requested transport time. The contractor will immediately confirm the request and confirm the time the beneficiary is to be transported.

4. **TRANSPORT AND DELIVERY:**

- 4.1. Contractor will be on time for its scheduled transports. Beneficiaries will be transported, within 15 minutes of the scheduled transport time. The Contractor will transport and deliver beneficiary to the specific pick up/drop off transit point where the beneficiary’s treatment is being provided. This includes transports at any location (i.e. clinic or ward area at either of the VA Medical Center locations, the Chillicothe VA Nursing Homes, CBOC locations and/or private residences). In no instance will the Contractor drop beneficiaries off in the hall or entrance of the VA. Adherence to schedules is of utmost importance. If the veteran is not at the location, unable or refuses to be

transported the contractor shall be reimbursed for a one-way trip after VA has authorized Contractor to leave without the beneficiary.

- 4.2. All drivers will report to the Travel Clerk or AOD on duty at the time a beneficiary is delivered to either the VAMC Chillicothe and sign the log for that trip.

5. CANCELLATIONS:

The contractor shall not charge for scheduled trips cancelled sixty (60) minutes prior to transport 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.

6. WAITING TIME:

- a. Wait time is defined as the amount of time spent waiting after a scheduled transport time.
- b. In no instance is a beneficiary to wait longer than thirty (30) minutes after scheduled transport time or receipt of a transport order for an unscheduled transport. When a beneficiary shall wait longer than 30 minutes, Contractor shall be charged for each quarter hour or fraction thereof in excess of 30 minutes at the rate quoted in the proposal for wait time. If rescheduling of an appointment is necessary due to failure by the Contractor to transport within the 30 minutes, neither the VAMC Chillicothe will authorize pay for the round trip transport.
- c. For time lost in waiting after the first 30 minutes at either end or both ends of the trip due to causes beyond control, the contractor shall be reimbursed at the rate specified in the schedule of supplies and services. If the transport is other than at the designated area, the Contractor shall call the Transportation Assistant or Medical Administrative Officer (AOD) on duty as soon as the Contractor anticipates that a delay may develop for which he/she expects to claim reimbursement. This call is only for the purpose of verifying his arrival time at the transport point and is not necessary if the Contractor anticipates no delay for which he shall claim reimbursement.
- d. In order to keep waiting time at an absolute minimum, the Contractor shall immediately notify the Travel Clerk or AOD on duty when all vehicles are in service. All wait time charges shall be supported by Notification to the Travel Clerk or AOD that the driver (vehicle) is in a waiting status. At this point, information concerning reason for wait shall be provided.
- e. For unscheduled trips, waiting charges shall commence 15 minutes from the time the Contractor actually arrives at the designated pick-up and/or delivery points. For scheduled trips, waiting charges shall commence fifteen minutes from the scheduled pick-up time or from the time the Contractor actually arrives at the designated pick-up point, whichever is later.
- f. If the designated pick-up and/or delivery points are at other than the VA Medical facilities and waiting beyond the required 15 minute grace period is anticipated, the Contractor shall notify the travel section. This call is only for the purpose of verifying the Contractor's time of arrival at pick-up and or delivery points and is not necessary if the Contractor does not anticipate a delay for which waiting charges will be claimed. The Contractor's failure to notify the travel section when waiting beyond the grace period, shall result in non-payment for waiting time.

7. SERVICE DISRUPTION:

- a. The Contractor shall be responsible for providing all vehicles and manpower. The Contractor will be authorized to utilize another Wheelchair Service Company, as a subcontractor (certified to be within all requirements of this contract) to complete these transportation requests. All bills for this subcontractor service will be paid directly to the Contractor at the contract rate, and the Contractor shall reimburse the subcontractor at their agreed to rate. In the event, the Contractor is unable to perform services or have services performed as required, the Contractor shall immediately notify the VA Travel Section and provide a justification for non-performance. The VA reserves the right to re-procure services which cannot be performed by the Contractor, in accordance with the terms, conditions, and schedule of this contract. The Contractor shall indemnify the VA for excess re-procurement cost, which may result from the Contractor's inability to perform the required service. Payment of re-procurement costs shall not relieve the Contractor from any other provision in this contract covering inspection, acceptance and deductions from payment. The VA will be the sole judge in determining when services will be re-procured. The failure of the contractor to perform services within the required time frames and in accordance with terms and conditions may also provide cause for termination of the contract for "cause" (see FAR clause 52.212-4(m)).
- b. Should the VA determine that immediate transportation is essential to prevent loss of life or serious bodily harm, transportation services may be procured without referral to the Wheelchair Van contractor. However, in these extremely rare cases, no charge shall be levied against the Contractor
- c. The Contractor shall immediately report any and all vehicle breakdowns or other problems that may cause service disruptions to the COTR. When breakdowns occur, the contractor shall provide a back-up vehicle to minimize any delay or inconvenience to the beneficiaries. 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 Travel Clerk or AOD.
- d. Contractor shall immediately report all medical incidents and accidents, including those where there is no apparent injury to the beneficiary, which occurs while transporting VA beneficiaries. The driver shall provide a written report documenting the facts of the incident/accident to the COTR 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 COTR 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.

8. NUMBER OF BENEFICIARIES:

- a. The VA reserves the right to have an escort, such as a relative, or care provider of beneficiary or VA staff accompany beneficiary when the VA determines that such an escort is in the best interest of the beneficiary. The VA will also be the sole judge in determining when an escort is required. There shall be no additional charge to the VA when escorts are authorized to travel with beneficiary. Contractor shall only be required to transport escort with patient and shall not be required to return the escort back to point of origin.
- b. The contractor shall transport one veteran beneficiary per trip, under Wheelchair Van services, unless specifically authorized by Medical facility personnel to transport more than one, and at no time shall the contractor transport more than two patients. When more than one beneficiary is transported on a trip in a single vehicle, reimbursement will be made at **70% of the base rate** for each (as noted under the Social Security Act (SSA) [42 U.S.C. 1302, 1395hh, 1395rr(b)(1)], Section 414.1). Incidents of trips with more than one (1) beneficiary are not expected to exceed eight (8) trips per contract year. The Contractor shall

be entitled to a full base rate for each beneficiary traveling concurrently in a single vehicle once the maximum expected eight (8) annual trips have been exceeded. When travel is beyond the Medical facility's contract Mileage Threshold area of coverage, mileage may be claimed at **50%** of the longest distance over which a beneficiary is transported in a single vehicle, **for each**, as noted in SSA reference. Incidents of trips with more than one (1) beneficiary, beyond the Mileage Thresholds, are not expected to exceed two (2) trips per contract year. The Contractor shall be entitled to separate mileage claims, at full rate for each, when more than one beneficiary is transported concurrently in a single vehicle once the maximum expected two (2) annual trips have been exceeded.

- c. The VA reserves the right to substitute the beneficiary requiring services at any time during the performance of this contract, to prevent delays, cancellations, or dry runs. There shall be no additional charge to the VA when such changes occur.
- d. The COTR may, in the best interest of the beneficiary, allow one relative or one caregiver (14 years of age or older) to accompany him/her. The contractor shall make no charge for transporting a caregiver or relative acting as an attendant.

9. RATES:

- a. Payment for mileage travel beyond the radius defined for VAMC Chillicothe shall be limited to the distance, according to Rand McNally's Trip Maker, over which the beneficiary is transported. Access for Rand McNally's Trip Maker is located at: <http://www.randmcnally.com>. Reimbursement for mileage outside the contract Mileage Thresholds of coverage, shall be at the mileage rate stated in the price schedule, and shall be based upon the miles from the pick-up point and the specified destination. Any mileage from the place of business and/or location of vehicle and the pick-up point, or from the delivery destination back to the place of business and/or location of next trip are not considered as a separate item of this reimbursement, but would be expected to be incorporated into the mileage rate as part of the administrative costs (or costs of doing business).
- b. Should the VA make a determination that a previously scheduled trip may be cancelled, and a vehicle has already been dispatched to the designated pick-up point, VA may notify the Contractor to cancel the order. For orders that are cancelled while the contractor is already in route to the designated pick-up, the Contractor shall be entitled to receive 50% of the base rate for the trip. This charge shall not include any mileage charge.
- c. Should the Contractor arrive at the destination before VA cancels the order, or if the Contractor is unable to perform a scheduled pick-up for reasons beyond the Contractor's control, i.e., incorrect address, or patient absence, or patient refusal, then the Contractor shall receive 100% of base rate for a one-way trip, and applicable mileage if outside contract Mileage Threshold areas of coverage.

10. NO LONG DISTANCE CHARGES: It is estimated that 90% of all requests for service will be placed by telephone/fax. Scheduled requests for next day service will be mostly placed by email or fax. Service requests may also be in writing or orally from an authorized representative of the VA, and may be completed by telephone, facsimile, mail, e-mail, or in person (by giving a written or verbal request). If the contractor's place of business is located beyond the local telephone call zone of the VAMC Chillicothe the contractor shall install and provide to the VA, a toll free number for accepting the VA calls.

11. TOLL CHARGES: Though currently there are no toll charges in the Greater Chillicothe area it is agreed and understood that the prices quoted in the schedule do not include any ferry, bridge, tunnel or road toll charges. Any such legitimate toll charges incurred shall be limited to Two Way only and shall be listed separately on Contractor's invoice.

12. DISASTER PLAN: In case of a disaster, natural or man made, Contractor shall utilize maximum available resources to assist in the emergency transport of beneficiaries either to or from VAMC Chillicothe.

13. PERFORMANCE STANDARDS:

- a. The Contractor shall maintain performance standards in accordance with the Performance Standards Summary.
- b. Drivers shall wear appropriate attire with a picture identification (ID) badge that clearly identifies the company they work for.
- c. Driver shall ensure the beneficiary is completely secured (fastened seat belts) prior to transport.
- d. Contractor shall immediately notify the COTR of any vehicle breakdowns or other problems that can result in service disruption.
- e. 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, etc. may be reviewed prior to awarding a contract and periodically throughout the term of contract.

PERFORMANCE STANDARDS SUMMARY

| REQUIRED SERVICE | PERFORMANCE STANDARD | MONITORING METHOD | INCENTIVE/DISINCENTIVES FOR MEETING OR NOT MEETING THE PERFORMANCE STANDARDS |
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| Review next day service schedule | Confirm service request with transportation office no later than 4:30 pm daily. 95% on time per billing period | Telephone, fax or email conformation to transportation office. | 5% of the total invoice amount will be deducted when the performance standard is missed |
| FOR SCHEDULED SERVICES Transport Beneficiaries | Transport beneficiary within 15 minutes of scheduled transport time. 95% on time per billing period | Trip log and beneficiary inquiry | If contractor is more than 30 minutes late for a transport the Government reserves the right to procure the services from another provider and charge the contractor any excess expense or charge the contractor for wait time as specified in the contract. 5% of the total invoice amount will be deducted when the performance standard is missed. |

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| FOR SAME DAY TRIPS | Confirm receipt of transportation request and transport time immediately upon receipt of request. 95% on time per billing period | Telephone, fax or email conformation to transportation office | 5% of the total invoice amount will be deducted when the performance standard is missed. |
| FOR SAME DAY TRIPS | Transport beneficiary within 15 minutes of scheduled transport time. 95% on time per billing period | Trip log and beneficiary inquiry | If contractor is more than 30 minutes late for a transport the Government reserves the right to procure the services from another provider and charge the contractor any excess expense. 5% of the total invoice amount will be deducted when the performance standard is missed. |
| Delivery of beneficiary to clinic | Deliver beneficiary within 30 minutes of scheduled appointment. 95% per billing period | Check in time at clinic | 5% of the total invoice amount will be deducted when the performance standard is missed. |
| Wait time | Contractor shall wait at least 30 minutes after scheduled transport time before requesting wait time. Request received on time 95% of the time per billing period | Telephone, fax or email notification / request for wait time to transportation office | The contractor will be paid the rate stipulated in the contract for wait time over 30 minutes when authorized. If contractor fails to meet the performance standard 1% of the total invoice amount will be deducted. |
| Deliver trip tickets to transportation office. | Deliver trip tickets to the transportation office no later than 4:30 pm each business day for all trips completed between 7:30 and 4:30 of that business day. Deliver tickets on time 95% of the | Delivery date and time annotated and initialed by person delivering tickets on trip log at the transportation office. | 1% of the total invoice amount will be deducted when the performance standard is missed. |

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| | time per billing period. | | |
| Deliver trip tickets to transportation office for all trips completed after 4:30 pm, weekends and holidays. | Deliver trip tickets to the transportation office no later than 7:30 am the next business day. Deliver tickets on time 95% of the time per billing period. | Delivery date and time annotated and signed by person receiving tickets on trip log at the transportation office. | 1% of the total invoice amount will be deducted when the performance standard is missed. |
| Deliver itemized report with trip ticket summary to the transportation office | Deliver trip ticket summary no later than 7:30 on the first workday of the week for all trips completed for the prior week. 95 % on time rate | Delivery date and time annotated and signed by person receiving report at the transportation office. | 1% of the total invoice amount will be deducted when the performance standard is missed. |

If any performance standard is missed within a billing period, the COTR will notify the contractor and request that the invoice be resubmitted with the appropriate deductions.

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

15. QUALITY CONTROL PROGRAM: Contractor shall establish and maintain a complete Quality Control Program (QCP) to assure that the requirements of this contract are provided as specified. Contractor shall identify his management concept for ensuring compliance with all contract requirements. Contractor shall furnish copies of these records if requested by the Contracting Officer or COTR. The Contractor's QCP shall include at a minimum the following:

- a. 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.
- b. 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.
- c. The QCP shall have on-site records of all inspections conducted by the Contractor and corrective action taken.

- d. The QCP shall have on-site records of all vehicle maintenance and repairs performed on vehicles used in the performance of this contract.
- e. On-site records of all vehicle maintenance and repairs performed, on vehicles used in the performance of this contract. The methods of identifying and preventing vehicle breakdowns, and detailed procedure for alternative transportation of patients in the event of mechanical breakdown of Wheelchair Van.
- f. On-site records identifying the character, physical capabilities, certifications and ongoing training of each employee performing services under this contract.
- g. The methods of identifying and preventing radio communication breakdowns. A detailed procedure for alternative communications in the event of electronic and mechanical breakdown of vehicle two-way radios.
- h. A log to account for all requests for service. The log shall indicate the date and time of service call, name of beneficiary requiring services, any required Medicare/Medicaid forms with Doctor's signatures, type of transportation requested, designated pick-up and delivery points, actual time of arrival at pick-up and delivery points and actual waiting time at pick-up and delivery points, if waiting charges are claimed.
- i. On-site records of any complaints or problems, with procedures taken to allow for corrections and/or elimination before effects caused interruption of performance of contract.

16. PAYMENT:

- a. Payment will be made 30 days in arrears upon receipt of the proper invoice. Invoices shall be submitted by the 10th calendar day of each month for trips provided during the prior month. The invoice shall contain the following information:
 - Contract number
 - Date of trip
 - Pick-up point and time
 - Drop-off point and time
 - base charge plus an itemization of additional charges if applicable, and name of VA Official who authorized trip
 - Number of miles, if billing for mileage
 - Charges identified by contract line item number
 - Documentation of circumstances when billing for attempted transport and/or waiting time.
- b. Invoices shall be reviewed and reconciled to trip requests and travel logs. Unauthorized charges shall be suspended. Supporting documentation may be provided and submitted for payment consideration or suspended charges.
- c. An itemized report with trip summary shall be submitted by the first workday of each week for the trips approved for the prior week. Summary shall have beneficiary's name, last four SSN and total charge for each trip. 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.

17. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR):

- a. The COTR will be appointed in writing and forwarded to the contractor upon contract award. The COTR will monitor the performance of this contract. A copy of the designation will be furnished to the Contractor. COTR shall be the primary contact for the Contractor at the VA. Upon award, Contractor shall provide a primary point of contact to COTR and Contracting Officer for the COTR to coordinate the daily operational issues.
- b. Contractor and COTR shall periodically make site visits to each other's area of operation in order to gain and maintain a familiarity with each other's internal operations.

18. BENEFICIARY WELFARE AND ABUSE:

- a. The Contractor shall be responsible for beneficiary welfare during the transport of beneficiaries to or from VAMC Chillicothe. The Contractor shall ensure that the beneficiary's belongings are properly accounted for and delivered with the beneficiary. The Government expects the successful offer to exercise extreme caution and care in handling of beneficiaries. Any abuse of beneficiaries shall be grounds for default action or termination of contract.
- b. The VA reserves the right to bar any driver from transporting VA beneficiaries should he/she violate any terms of this contract.

19. PATIENT RIGHTS

- a. The contractor shall be courteous to VA beneficiaries and shall not smoke while transporting patients. Patients may bring a reasonable amount of equipment, such as folding wheelchair, consumable medical supplies and personal suitcase.
- b. The contractor shall immediately notify the VA of any incidents involving injury to VA patients during transport. The contractor shall promptly complete and submit to the COTR, an Incident Report – Wheel chair Van Service Contractor with all information felt to be necessary for any full review.
- c. The contractor shall notify the COTR, in writing within 24 hours of any complaints made by the patients with regards to the Wheelchair Van service. The contractor may provide recommendations for improved services along with the patient complaints for the VA's review. No recommendation shall be construed as being effective until and unless it is provided as a written modification to the contract from the Contracting Officer.
- d. Upon delivery of a patient to the VA emergency room or patient ward contractor shall log in the patient on a log sheet at the front desk. Contractor shall follow the same procedure contained herein when removing a patient from any VA unit for transport to other destinations. Contractor shall provide the following information on the log sheet.

Patient Name

Last four of patient's SSN

Time of delivery or pickup

Point of origin or destination

Name of Contractor personnel picking or delivering patient.

20. CONTRACTOR QUALIFICATIONS:

- a. Offers will be considered only from Offerors who are regularly established in the business called for who are financially responsible, and have the necessary equipment and personnel to furnish 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.
- b. Prior to contract award, Contractor shall submit the following documents with their proposal:
 - i. Proof of insurance.
 - ii. All required business licenses.
 - iii. List of all vehicles and identification number(s) (new vehicles shall be reported before using).
 - Vehicle type and model.
 - Inspection report of all vehicles
 - Copy of individual valid operator or chauffeur license for drivers.
 - A recent (within sixty days) copy of each driver's state driving record obtained from the Ohio State Department of Motor Vehicles.
 - 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.
 - Provide evidence of required training, certifications, licensing and any other qualification for any personnel performing contract services.
 - Provide at least three (3) current or previous customer