

B.3 STATEMENT OF WORK (SOW)

Description of Requirement

The Vendor shall provide lab courier services to the Sioux Falls VA Health Care System (SF), in accordance with this Statement of Work (SOW).

Service Contract Requirement

Vendor shall provide hourly wages in accordance with U.S. Department of Labor Wage Determinations and FAR Subpart 22.10 (Service Contract Labor Standards); see Solicitation Attachment 1 (USDOL Wage Determinations).

The following position is applicable: 01141 – Messenger Courier

Period of Performance

This will be a single award Blanket Purchase Agreement (BPA), for period of performance of 12/2/2023 to 12/1/2024. Services will be contracted through the issuance of BPA task orders per each ordering period:

Ordering Period	Period Begins	Period Ends
1	12/2/2023	12/1/2024
2	12/2/2024	12/1/2025
3	12/2/2025	12/1/2026
4	12/2/2026	12/1/2027
5	12/2/2027	12/1/2028

Places of Performance

- (1) Sioux Falls VA Health Care System, 2501 West 22nd Street, Sioux Falls, SD 57105
- (2) Aberdeen CBOC, 3307 10th Ave SE, Aberdeen, SD 57401
- (3) Sioux City CBOC, 380 West Anchor Drive, Dakota Dunes, SD 57049
- (4) Spirit Lake CBOC, 1800 Royal Avenue, Spirit Lake, IA 51360
- (5) Watertown CBOC, 4 19th St. NE, Watertown, SD 57201
- (6) Wagner CBOC, 400 West Highway 46, Wagner, SD 57380

Training Requirements

Upon award and clearance of Vendor personnel for background checks, the following Training Management System (TMS) course shall be completed by all Vendor personnel:

- TMS Course: VA 10176 - VA Privacy and Information Security Awareness and Rules of Behavior

A form will be provided by CO to all cleared Vendor personnel to review, sign, and acknowledge. Upon completion, a copy of this will need to be provided by Vendor to the CO and COR.

Estimated Quantities

The quantities referenced in Section B.2 (Price Schedule) are estimated quantities based on SF historical needs. The estimated quantities are not a guarantee to the vendor. Actual quantities on task orders issued against BPA could be equal to, lesser than, or greater than estimated quantities referenced.

Definitions and Acronyms:

1. BPA: Blanket Purchase Agreement
2. CBOC: Community Based Outpatient Clinic
3. CDC: Centers for Disease Control and Prevention

4. CDR: Contract Discrepancy Report
5. Contracting Officer (CO) – The person executing this contract on behalf of the Government with the authority to enter and administer contracts and make related determinations and findings.
6. Contracting Officer's Representative (COR) – A person appointed by the CO to take necessary action to ensure the Vendor performs in accordance with and adheres to the specifications contained in the contract and to protect the interest of the Government. The COR shall report to the CO promptly any indication of non-compliance in order that appropriate action can be taken.
7. CPARS: Contractor Performance Assessment Reporting System, which is the official Government reporting system for Vendor past performance on awards.
8. DOT: U.S. Department of Transportation
9. HIPAA: Health Insurance Portability and Accountability Act
10. OSHA: U.S. Occupational Health and Safety Administration
11. POP: Period of Performance
12. QASP: Quality Assurance Surveillance Plan
13. SF: Sioux Falls VA Health Care System
14. SOW: Statement of Work

Scope of Work

Sioux Falls VA Health Care System (SFVAHCS) requires courier services. The Vendor shall provide all necessary management, labor, equipment, vehicles, transportation, information security (HIPAA), and insurance to provide lab courier services to and from the Sioux Falls VA Health Care System and CBOC addresses cited under "Places of Performance."

The Veterans Health Administration (VHA), Community Based Outpatient Clinics (CBOC) provide a variety of outpatient primary care services in communities closer to where eligible veterans reside, thus improving convenience, equity of access in rural/underserved areas, efficiency and effectiveness of care, and access to care for all eligible veterans. These outpatient primary care services may include primary care, preventive care, immunizations and vaccinations, prescription of medications, mental health, social work, dental, radiology, counseling and group therapy, laboratory testing, women's care, physical therapy, and referral to specialists. It should be noted that the type of medical services available at a CBOC can vary from clinic to clinic.

All work is to be performed in accordance with applicable federal, state, and local regulations or ordinances; including any specified regulations for oxygen cylinders, information security (HIPAA), dangerous goods, diagnostic specimens or bio-hazardous materials.

Record Keeping

The Vendor shall be responsible for supplying, completing, and submitting all reports required and/or requested by any federal, state, and/or local government agency, as required by law, ordinance, and/or regulations that pertain to the supplies and services provided under this contract.

All correspondence relative to the Contract or any task order shall contain the BPA number, task order number, facility name, and description of services performed.

The COR will provide the Vendor with copies of any reference documents and/or materials within fifteen (15) business days upon receipt of a written request.

Daily Courier Service

Daily Courier services include but are not limited to: the transportation of pharmaceuticals, medical supplies, diagnostic specimens, patient charts, prostheses equipment, office supplies, mail, sterile and

contaminated instruments, all laboratory specimens (blood/body fluids), housekeeping supplies, equipment including wheelchairs and walkers, documents, medical records, x-rays, other hand carried materials, and other items as required. **Items will be secured (locked) at-all-times while in the possession of the Vendor.**

Daily Courier services between the SF and CBOCs shall be provided Monday through Friday, except for federal holidays or any day specifically declared by the President of the United States to be a federal holiday. The ten federal holidays observed by the Federal Government are: New Year's Day; Martin Luther King, Jr.'s Birthday; Washington's Birthday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans Day; Thanksgiving Day; Christmas Day, and any other day specifically declared by the President of the United States to be a federal holiday.

Daily Courier services shall be to and from the designated pick-up and delivery points as specified below between the Sioux Falls VA Health Care System and Community Based Outpatient Clinics (CBOC):

- (1) Sioux Falls VA Health Care System, 2501 W 22nd Street, Sioux Falls, SD 57105 for daily (Monday through Friday) pick-up and deliveries:
 - Warehouse, Building 5, Room W01
 - Courier Workroom, Building 5, Room B35
- (2) Sioux Falls VA Health Care System, Community Based Outpatient Clinics (CBOC):
 - Sioux City CBOC, 380 West Anchor Drive, Dakota Dunes, SD 57049. Courier drop-off and pick-up point for daily (Monday through Friday) deliveries, Phone: 605-232-2800.
 - Aberdeen CBOC, 3307 10th Ave SE, Aberdeen, SD 57401. Courier drop-off and pick-up point for daily (Monday through Friday) deliveries, Phone: 605-229-3500.
 - Watertown CBOC, 4 19th St. NE, SD 57201. Courier drop-off and pick-up point for daily (Monday through Friday) deliveries, Phone: 605-884-2420.
 - Spirit Lake CBOC, 1800 Royal Avenue, Spirit Lake, IA 51360. Courier drop-off and pick-up point for daily (Monday through Friday) deliveries, Phone: 712-336-6400.
 - Wagner CBOC, 400 West Highway 46, Wagner, SD 57380. Courier drop-off and pick-up point for daily (Monday through Friday) deliveries, Phone: 605-384-2340.

Sioux Falls VA Health Care System normal hours of operation are Monday through Friday, 7:00 AM to 3:30 PM Central Standard Time (CST).

Pick-ups and deliveries for all CBOCs shall occur Monday through Friday between the hours of 1:00 PM and 4:00 PM CST.

Due to the geographical region and proximity of CBOCs, it is anticipated that deliveries and pick-ups to the Sioux Falls VA Health Care System will occur after normal business hours; therefore, the vendor shall use the facility's Emergency Department entrance (or alternate location designated by signage) to access SF.

Daily maximum transport requirements for each CBOC are:

- Lab – one (1) specimen tote bag per CBOC
- Logistics – up to eight (8) totes per CBOC
- Pharmacy – one (1) to two (2) boxes per CBOC
- Prosthetics – up to one (1) large box (wheelchair) per CBOC
- Environmental Management – one (1) tote per CBOC
- Miscellaneous boxes, bags, and small equipment – two (2) per CBOC
- Totes are approximately 16 inches high x 30 inches long x 20 inches wide. They may vary in size. Routine delivery totes shall not exceed forty-nine pounds. Some of the packages/boxes may be of odd dimensions, for example, those containing crutches, canes, and paper supplies. Totes may contain office and medical supplies, interoffice mail, medical records, medications/prescriptions, etc.
- Boxed wheelchairs are considered routine delivery items.

The Vendor shall be required to make pick-ups and deliveries at all Community Based Outpatient Clinics (CBOC) between 1:00 PM and 4:00 PM CST, excluding federal holidays or any additional federal holiday that is declared by the President of the United States.

The Vendor shall make deliveries and pick-ups from SF after normal hours of operations. For security reasons, vendor employee(s) shall enter SF through the Emergency Department entrance on the South end of the Medical Center (hospital) or alternate location if designated by signage. Vendor personnel shall limit their movement within SF to designated areas only.

Due to the time-sensitive nature of the laboratory specimens, the Sioux Falls VA Health Care System requires the following same day delivery timeframe from the following CBOCs.

- Deliveries to SF from the Sioux City CBOC and Spirit Lake CBOC must be delivered by 6:00 PM CST on the same day as it is picked up.
- Deliveries to SF from the Watertown CBOC, Wagner CBOC, and Aberdeen CBOC must be delivered by 8:30 PM CST the same day as it is picked up.

The Vendor shall provide the COR with a copy of delivery routes within five (5) business days of award. Additionally, the Vendor shall provide the COR with updated copies of delivery routes five (5) business days prior to the effective date of any changes to the established delivery routes.

Courier Service Within 15 Miles of SF (STAT)

Additional courier service within fifteen (15) miles of the Sioux Falls VAHCS shall be provided on a 24/7, 365 days per year basis.

Service shall include 24/7 courier drop-off and pick-up between the Sioux Falls VAHCS Laboratory and other health care facilities within a fifteen (15) mile radius of the campus located at 2501 West 22nd Street, Sioux Falls, SD.

SF shall notify the vendor when services are required.

The services within the fifteen (15) mile radius deliveries are required 24/7, 365 days each year.

Services Monday through Friday, excluding federal holidays, between 7:00 AM to 5:00 PM CST, must be completed within two (2) hours of the request from VAHCS

Urgent requests for local delivery must be picked up within forty (40) minutes of the request from SF and be delivered less than fifteen (15) minutes after pick-up.

Courier services 24/7 within a fifteen (15) mile radius includes drop-off and pickup of the following, but not limited to: laboratory samples, radiology reports, medical supplies, pharmaceuticals, prosthetic equipment, used supplies, or sensitive documents between SF and area health care facilities.

Local delivery within fifteen miles of SF may include:

- Lab: 18 inch x 18 inch x 18 inch boxes
- Radiology: Mailing envelopes
- Pharmacy: Packages
- Supplies: Totes, bags, and boxes

Emergency courier service from SF to a CBOC must not exceed six (6) hours from notification of pickup to delivery to the CBOC and must arrive within routine business hours, which is 8:00 AM to 4:30 PM CST.

Additional Courier Requirements

Laboratory specimen containers for delivery and pickup are approximately 16 inches high x 30 inches long x 20 inches wide. However, they may vary in size.

The Vendor shall deliver/pick-up empty containers for each location and deliver/pick-up a fully packed container for the return trip. Laboratory specimens, i.e. body fluids, will be properly packaged by the VA personnel for transportation. All specimens must be transported in accordance with all Department of Transportation (DOT) and OSHA Codes of Federal Regulations (CFR) 49 and 29.

Intermittently, there may be a requirement for items exceeding fifty pounds. The assigned Contracting Officer's Representative (COR) will provide the Vendor with a **twenty-four (24) hour advanced notice** to determine if special handling is required.

Some containers/packages may require special handling and will be marked "Fragile" or "This Side Up." The Vendor shall comply with all special handling instructions marked on containers/packages.

Environmental Controls

The Vendor shall be responsible to maintain a temperature-controlled environment between 68 to 78 degrees Fahrenheit and a relative humidity level between 65 to 72 percent in vehicle.

Lab specimens shall be maintained at 2 to 8 degrees Celsius with the use of adequate refrigerant packs (to be supplied by SF) for all deliveries of laboratory specimens or supplies.

Items must be kept out of contact with environmental hazards such as dust, snow, and rain.

The Vendor personnel drivers shall not leave vehicles in extreme heat or cold while specimens, sterile supplies, and pharmaceuticals are being transported. The Vendor shall be responsible for failures by the

Vendor to ensure established environmental controls are maintained, of which results in damage or deterioration of laboratory specimens, supplies, or pharmaceuticals.

Should specimens and/or transported items be lost, broken, or otherwise damaged, the Vendor shall be required to submit a preliminary summary incident report to the COR within 24 hours of the incident. The Vendor shall provide a written incident report explaining the details of the incident; specifically, what caused the incident (who, what, where, when, and how) within seventy-two hours of the incident.

Bloodborne Pathogens

The Vendor and the Vendor personnel shall comply with the effective VA Medical Center Policy (and Occupational Health requirements in accordance with OSHA Blood Borne Pathogens (BBP) Law and the OSHA Tuberculosis Compliance Directive, enforceable under OSHA's General Duty Clause) governing healthcare workers infected with a blood borne pathogen. If the Vendor obtains information that a person providing services under this contract may be infected with a blood borne pathogen, the Vendor shall immediately advise the COR.

HIPAA Compliance

The Vendor must adhere to the provisions of Public Law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the National Standards to Protect the Privacy and Security of Protected Health Information (PHI). In addition, all VA security policies and applicable confidentiality statutes such as 38 U.S.C. §5701 (VA Claims Confidentiality), 38 U.S.C. §5705 (Confidentiality of Healthcare Quality Assurance Review Records), 38 U.S.C. §7332 (Confidentiality of certain medical records), as well as 45 C.F.R. Parts 160, 162, and 164 (Health Insurance Portability and Accountability Act) should be followed.

As required by HIPAA, HHS has promulgated rules governing the use and disclosure of protected health information by covered entities.

The covered entity component of VA is the Veterans Health Administration (VHA). In accordance with HIPAA, the Vendor shall be required to enter into a Business Associate Agreement (BAA) with SF upon award. Please see Solicitation Attachment 2 (Business Associate Agreement Template) for reference.

Contingency Plan

- 1) Inclement weather. The Vendor shall develop a contingency plan within five (5) business days after award to address possible inclement weather conditions. The plan shall provide all Community Based Outpatient Clinics, Sioux Falls VAHCS laboratory staff, and the COR with notifications early enough to provide the appropriate staff time to notify veteran patients that laboratory services need to be rescheduled. The Vendor shall immediately notify the COR or SF lab personnel via phone and email communications of emergent road closures authorized by the Iowa, Minnesota, or South Dakota DOT.
- 2) The Vendor shall develop a contingency plan within five (5) business days to ensure uninterrupted daily scheduled courier services for SF. This plan shall be reviewed annually by the Vendor, the COR, and other designated SF lab personnel.

Vendor Vehicles

Within five (5) business days after award, the vendor shall provide the following:

- 1) Number of vehicles, including make, model, and license plates

Vendor vehicles used in the performance of this contract must be licensed and meet the minimum requirements as mandated by the States of Iowa, Minnesota, or South Dakota.

Vehicles shall have the company name/logo prominently displayed.

Each vehicle used in the performance of this contract shall be adequately stocked with at least one current/up-to-date complete "Spill Kit" for a bio-hazard clean-up in case of leakage or accidental discharge from container.

The Vendor shall provide comprehensive automobile liability insurance required by the States of Iowa, Minnesota, and/or South Dakota. Upon request, the Vendor shall provide certified proof of automobile liability insurance for all vehicles used by the Vendor in the performance of this contract.

Vendor vehicles must be maintained in a sanitary clean condition, absent of foreign debris and contaminants.

All vehicles must be in good working condition with all doors and trunks able to fully close and lock.
Unattended vehicles with VA contents shall be locked at all times.

The following types of vehicles are prohibited from use under the contract:

- a) Bicycles
- b) Motorcycles
- c) Vehicles without a secure cargo area, such as convertibles
- d) Pickup trucks without fully enclosed and lockable bed cover, unless cargo is secured in the driver's cab.

Vendor Drivers/Personnel

Within five (5) business days after award, the vendor shall provide the following to the COR:

- 1) Number of drivers, including names and states of licensure

The Vendor shall review the HHS OIG List of Excluded Individuals/Entities on the HHS OIG web site at <http://oig.hhs.gov/exclusions/index.asp> to ensure all proposed Vendor employee(s) are not listed. By signing the BPA, the vendor certifies that the HHS OIG List of Excluded Individuals/Entities has been reviewed and that proposed vendor employee(s) are not listed as of the date the BPA was signed.

Vendor drivers must maintain a valid driver's license for the type of vehicle operated as required by the State of Iowa, Minnesota, and/or South Dakota.

The Vendor shall be licensed by the state and/or local health authority in those localities where licenses are required.

Vendor personnel, while performing the services of this contract, shall conduct themselves in a professional business-like manner.

The Contracting Officer, upon discussion with the COR, reserves the right to exclude vendor staff members from providing services under the contract or task order based upon breaches of conduct, including conduct that jeopardizes patient care or interferes with the regular and ordinary operation of the

facility. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, patient abuse, dereliction or negligence in performing tasks, or other conduct resulting in formal complaints by Veterans or other staff members to designated government representatives. The vendor and COR shall address issues raised concerning vendor personnel conduct. The Contracting Officer shall be the final decision on questions of acceptability and in validating complaints.

Smoking is not permitted on the Sioux Falls VA Health Care System campus or any CBOC facilities.

Smoking is not allowed within vehicles or when carrying and transporting delivery items.

The vendor's drivers shall observe and abide by all signage, speed limits, pedestrian right-of-way, emergency vehicle right-of-way, and designated roadways.

The vendor shall supply his/her employees with uniforms that shall be worn at all times while performing the services of the contract and while vendor employees are on government property and in government buildings. These uniforms shall contain the vendor's company name upon the shirt. Consistency is necessary for identification purposes when the vendor or vendor's personnel are on site at Sioux Falls VA Health Care System or CBOC facilities.

VA will supply personal identification verification (PIV) badges to qualifying Vendor personnel and are to be worn while on VA premises. These will be provided upon successful conclusion of background checks as called for in this contract.

The vendor's drivers, shall be required to maintain a record log of courier pick-ups and deliveries, indicating times and dates of pick-ups and deliveries, number of containers/totes and/or loose items.

The vendor's drivers are required to notify the assigned COR during normal business hours of any unusual events that impede him/her in making delivery as required by the BPA.

Under no circumstances shall any animal or person other than the driver ride in the vehicle or handle items being transported.

The Vendor shall provide and maintain training for its employees in appropriate safety and packaging procedures suitable to specimen type and distances transported. This should include issues such as adherence to regulations for transport of biohazards, use of rigid containers where appropriate, temperature control, notification procedures in case of accident or spills, etc. Upon request by the COR, the Vendor shall provide documentation certifying that training has been provided to Vendor's personnel. Reference 49 CFR §173.199 Diagnostic Specimens and Used Health Care Products and § 172.700, Subpart H, Training and International Air Transportation Association (IATA) Section 1.5.02.

The Government reserves the right to refuse acceptance of any Vendor personnel at any time after performance begins, if personal or professional conduct jeopardizes patient care or interferes with the regular and ordinary operation of the facility. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, patient abuse, dereliction or negligence in performing directed tasks, or other conduct resulting in formal complaints by patient or VA staff members to designated Government representatives. Standards for conduct shall mirror those prescribed by current federal personnel regulations. The CO and COR shall deal with issues raised concerning vendor employee(s) conduct. The final arbiter on questions of acceptability is the CO.

Indemnification

The Vendor shall be liable for and shall indemnify and hold harmless the Government against all actions or claims for loss of or damage to property or the injury or death of persons, arising out of or resulting from the fault, negligence, or act or omission of the Vendor, its agents, or employees.

Vendor Support for Employees

This is not a personal services contract. The vendor shall be responsible for supervision of its employees under this BPA.

The Vendor shall be responsible for protecting vendor employee furnishing services. To carry out this responsibility, the vendor shall provide or certify that the following is provided for all their staff providing services under the resultant BPA:

- a. Workers' compensation
- b. Professional liability insurance
- c. Health examinations
- d. Income tax withholding
- e. Wages in compliance with Service Contract Labor Standards
(see Solicitation Attachment 1_USDOL Wage Determinations)
- f. Social Security payments.

Problem Resolution

The CO, upon discussion with COR and other pertinent personnel, will resolve complaints concerning vendor relations with Government employees and/or patients. The CO is final authority on validating complaints. In the event the vendor is involved and named in a validated complaint, the Government reserves the right to refuse acceptance of the services being rendered.

This does not preclude refusal in the event of incidents involving physical or verbal abuse by vendor personnel towards SF personnel, CBOC personnel, COR, and other vendor personnel while performing services as specified in this BPA.

Reports and Deliverables

The Vendor shall be responsible for complying with all reporting and deliverable requirements established by the BPA. Vendor shall be responsible for assuring the accuracy and completeness of all reports and other documents as well as the timely submission of each. Vendor shall comply with BPA requirements regarding the appropriate reporting formats, instructions, submission timetables, and technical assistance as required. All reports and deliverables are to be sent by electronic mail unless otherwise specified by the CO or COR.

The following are brief descriptions of required documents that must be submitted by Vendor:

What	Submit as noted	Submit To
List of Vendor Vehicles, including number of vehicles, make/model, and license plates	Within five (5) business days after award	COR
List of Vendor drivers, including names and states of licensure	Within five (5) business days after award	COR
Provide contingency plan	Within five (5) business days after award	COR
Provide delivery routes	Within five (5) business days after award	COR
For Background Investigations and Special Agreement Checks, complete forms provided by CO	Within five (5) business days after award	CO with cc to COR
Insurance Certificate	Within five (5) business days after award	CO with cc to COR
Quality Control Plan: Description and reporting reflecting the Vendor's plan for meeting of BPA requirements and performance standards	Within 10 business days after award	CO with cc to COR
Final list of proposed percentages and businesses to subcontract to	Within 10 business days after award	CO with cc to COR
Proposed Updates to Delivery Routes	Within five (5) business days of effective date of proposed change	COR
Completion of Required Training	Within five (5) business days after receiving notice to proceed from CO	COR

Quality Assurance Surveillance Plan (QASP)

The Vendor will be evaluated in accordance with the QASP.

The QASP provides a systematic method to evaluate performance for the stated BPA.

This QASP explains the following:

- What will be monitored?
- How monitoring will take place.
- Who will conduct the monitoring?
- How monitoring efforts and results will be documented.

This QASP does not detail how the vendor accomplishes the work. Rather, the QASP is created with the premise that the vendor is responsible for management and quality control actions to meet the terms of the BPA. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance.

This QASP is a "living document" and the Government may review and revise it on a regular basis. However, the Government shall coordinate changes with the vendor through BPA modification. Copies of the original QASP and revisions shall be provided to the vendor and Government officials implementing surveillance activities.

Government Roles and Responsibilities:

The following personnel shall oversee and coordinate surveillance activities.

- a) Contracting Officer (CO) – The CO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the BPA terms, and shall safeguard the interests of the United States in the contractual relationship. The CO shall also assure that the Vendor receives impartial, fair, and equitable treatment under this BPA. The CO is ultimately responsible for the final determination of the adequacy of the Vendor's performance.
- b) Contracting Officer's Representative (COR) – The COR is responsible for technical administration of the BPA and shall assure proper Government surveillance of the Vendor's performance. The COR shall keep a quality assurance file. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf.

Performance Standards:

The Vendor is responsible for performance of ALL terms and conditions of the BPA. CORs will provide BPA progress reports quarterly to the CO reflecting performance on this plan and all other aspects of the resultant BPA. The performance standards outlined in this QASP shall be used to determine the level of vendor performance in the elements defined. Performance standards define desired services. The Government performs surveillance to determine the level of vendor performance to these standards.

Methods of QA Surveillance:

Various methods exist to monitor performance. The COR shall use the surveillance methods listed below in the administration of this QASP.

- Direct observation: 100% surveillance
- Periodic inspections: inspections scheduled and reported quarterly per COR delegation or as needed.
- Validated user/customer complaints: data will be collected from actual patient complaints. Complaints will be investigated and verified.
- Random sampling: vendor log books will be reviewed by COR for compliance
- Verification and/or documentation provided by vendor: vendor provided information on services provided to COR.

Performance Requirements:

The Performance Requirements are listed below. The Government shall use these standards to determine vendor performance and shall compare vendor performance to the standard and assign a rating. At the end of the performance period, these ratings will be used, in part, to establish the past performance of the vendor on the BPA and for purposes of providing the CO with information for inclusion on CPARS:

Measures	Performance Requirement	Acceptable Quality Level	Surveillance Method
1. Urgent requests for local delivery. a. Picked up within 40 minutes. b. Delivery less than 15 minutes after pick-up.	Vendor to adhere to pick up and delivery times (SOW under "Daily Courier Service")	100%	Random sampling (review of Log Book)
2. Vendor shall submit accurate invoices	Vendor to submit accurate invoices (BPA and task order under VAAR Clause 852.232-72)	95%	Direct observation (review of invoices)
3. Regular deliveries: Sioux City and Spirit Lake arrive prior to 6PM; Aberdeen, Wagner and Watertown arrive before 8:30PM	Vendor to meet delivery timelines (SOW under "Daily Courier Service")	95%	Random sampling (Review of Log Book)
4. User/Customer Complaints	Vendor has a plan in place for handling complaints and all complaint responses are submitted to the COR or CO within two (2) business days of complaint	100%	Verification provided by vendor/Validated user and customer complaints (response and documentation from vendor)

If vendor performance does not meet the Acceptable Quality level, the CO shall inform the Vendor. This will normally be in writing unless circumstances necessitate verbal communication. In any case the CO shall document the discussion and place it in the contract file. When the COR and the CO determines formal written communication is required, the COR shall prepare a Contract Discrepancy Report (CDR), and present it to CO. The CO will in turn review and will present to the vendor's program manager for corrective action.

The Vendor shall acknowledge receipt of the CDR in writing. The CDR will specify if the Vendor is required to prepare a corrective action plan to document how the Vendor shall correct the unacceptable performance and avoid a recurrence.

The CDR will also state how long after receipt the Vendor has to present this corrective action plan to the CO. The Government shall review the Vendor's corrective action plan to determine acceptability. The CO is ultimately responsible for the final determination of the adequacy of the vendor's performance and the acceptability of the vendor's corrective action plan. Any CDRs may become a part of the supporting documentation for any contractual action deemed necessary by the CO or for purposes of reporting vendor past performance on CPARS.