

PERFORMANCE WORK STATEMENT (PWS)

Background:

The Department of Veterans Affairs, Veterans Integrated Service Network 20 Optical Fabrication Lab (OFL) has an ongoing program to furnish eyeglasses to those veterans that require them and are eligible for assistance. It is the VA's intention to solicit proposals and award multiple Indefinite Delivery Indefinite Quantity (IDIQ's) on a competitive basis.

It is anticipated that the OFL will require an estimated (EST) 125,000 ophthalmic frames per year. The VA does not guarantee or imply that any number of orders will be placed under this contract. The quantities identified herein are estimates only. The actual quantity ordered may vary. The actual quantities ordered will be based upon the number of patients who are determined eligible by the VA to receive ophthalmic eyewear.

It is important for contractors to understand that multiple contracts may be placed with various providers capable of providing a diverse array of frame styles at a reasonable price. VA health care providers will assist the Veteran in selecting, based on individual needs and the personal choice of the Veteran, the most appropriate frame choice based on their clinical judgment. It is therefore a component of this contract that each contractor proposes the most suitable array of frames and provides the OFL manager the most current information regarding product features and pricing to assist them to make the best selection. Fair opportunity shall be given to each contractor as the Veteran browses the various vendor displays in the VA Optical Shop and selects the frame of their choice.

Scope:

The contractor shall provide all materials, labor, equipment, and transportation required to provide ophthalmic frames for beneficiaries of the OFL.

1. Specific Tasks:

Contractor shall provide frames from the approved list of items as ordered by the OFL. Any proposed substitutes for, or changes to the approved frame selection must be approved in writing by the Contracting Officer (CO) or Contracting Officer Representative (COR). All frames will have a minimum one-year warranty against manufacturer material defects, distortions, weak weld points, flaking color lacquer, defects in shape, and components.

1.1 Frames: All frames shall be manufactured in accordance with the current edition of the "American National Standards Institute Requirement for Dress Ophthalmic Frames" *ANSI Z80.5* and *ANSI Z87.1*.

1.1.1 Frames shall be available in various sizes and colors and shall include metal, zyl, semi-rimless, and Rx sunglasses. Half eye and readers shall be available. Frames shall be available in both spring hinge and non-spring hinge styles. Large frame styles shall be available (above 58mm in the A measurement).

1.1.2 Metal frame selections shall include a minimum of three (3) memory metal and three (3) titanium styles. Metal frames will come with adjustable nose pad arms and include double bridge and single bridge styles.

1.1.3 Safety frames shall have side shields and mounting hardware available. Cost shall be accounted for in the per unit price of the frame.

1.2 Upon contract award, the contractor will be required to provide a sample kit consisting of the approved samples of each available style, size combination, and color of each frame for each VA care site at no charge. Itemized invoices of sample kits shipped to each VA care site shall be emailed to the OFL manager. These invoices shall reflect a no charge balance. Sample kits shall be labeled "CONTRACT FRAMES" only. Addresses to care sites will be provided to contractor upon IDIQ award (totaling approximately 65 kits) included in the contract. Upon request, the OFL manager may opt to have frame kits sent directly to

the OFL instead of the VA care site. If this occurs, the OFL manager will contact the Contracted vendor either telephonically or through email for the location change. New frame samples shall be provided with each contract renewal as requested by the OFL manager as needed at no cost, if samples wear out, or if substitutions are made. Frame selection shall include the following:

- Men's
- Women's
- Unisex
- Rx sunglass
- Safety

1.2.1 Sample frame kits are to be new and will not be included in inventory. The contractor shall provide a wide selection of frames for the Veterans to choose from (frame product lines to be approved by the VA). All items provided by the contractor shall be new and be of current styles. Discontinued frame styles, kids, youth, or teen frames are not acceptable. The contractor shall provide a free sample kit consisting of each available frame style, size combination, and color of frame required. It is suggested that the kit contain a minimum of the following seventy (70) sample frames including:

- twenty (20) men's
- twenty (20) women's
- twenty (20) unisex frames
- ten (10) safety frames

1.2.2 The sample kit must be provided as part of the technical proposal and cannot be changed if awarded a contract unless the CO, COR or designee approves the substitution as set forth above. All sample kits must be maintained and updated at no charge during the life of the contract. The contractor will contact the OFL manager every six months to ensure that each VA care site has all its sample frames available or if replacements and/or substitutions need to be made.

New materials may also be introduced as they are developed with approval from the CO or COR. Additional related items may be added without further competition to the Price-Cost Schedule with the award of a modification by the administering CO. Contractor will always maintain 95% availability of their awarded frames.

1.3 Backorders: If there is a backorder on any frame style, the contractor must contact the OFL manager no later than 24 hours by telephone or email (verbal or email) after receipt of order. The contractor will provide the OFL manager with an estimated time of arrival of the backordered product. If the timeframe warrants a substitution (longer than 30 days), the contractor will notify the OFL manager immediately of a suitable substitution. If the contractor anticipates that a particular frame style will continue to be unavailable for an extended period, and if acceptable to the OFL manager, the substitute may be made part of the contract with a bilateral modification and written notification from the CO. A sample of the substitution will be sent to the OFL manager at no charge.

1.4 The government may submit multiple orders daily. Batching (holding all orders to meet a minimum requirement) is not authorized.

1.5 The contractor shall immediately notify the OFL manager in the event of a product recall, removal, required adjustment, required modification or a substitution that is suggested or mandated by the contractor, distributor, manufacturer, or any regulatory or official agency. The information included in this notification shall include:

- A complete item description, identification.

- Administrative identification data including contract number, order number, and order date.
- Reason for recall, removal, adjustment, or modification
- Instructions for appropriate corrective action

1.6 The contractor shall notify the OFL manager within 24 hours if there is a depletion of stock of a specific frame. The OFL manager and the CO shall approve or disprove all replacement frames.

2. Invoicing and Billing:

2.1 An itemized invoice shall accompany each filled order from the contractor. This invoice must include invoice number, VA Obligation Number (Task Order number), ordering PO number, Order Date, Ship Date, Description of items, and show quantities of each item ordered, shipped, and backordered, as well as item cost, extended cost, and invoice total cost. The itemized billing invoices will be submitted to both the OFL manager and the VA Financial Services Center (VAFSC) for payment through Tungsten Network for payment no later than 10 working days after each month of service. Billing invoices can be submitted sooner if desired by the Contractor. All invoices will be submitted in accordance with these instructions. Invoices for backordered frames must reference the original invoice that the frame was backordered on to include the line item number and the frame description and the original order date.

2.2 Your participation in this existing process is required to continue providing products or services to the Department of Veterans Affairs in compliance with the Improper Payments Elimination and Recovery Act of 2010 (IPERA) and mandate AN97. The rule mandating electronic invoice submission was published on November 27th, 2012 and has an effective date of December 27th, 2012. Mandate AN97 can be located on the Federal Registry at <https://www.federalregister.gov/documents/2012/11/27/2012-28612/va-acquisition-regulation-electronic-submission-of-payment-requests>.

Vendors can comply with the mandate by using either of the two methods below:

1. The FSC uses a third-party contractor, Tungsten Network, for electronic invoice submission. For information on Tungsten Network electronic invoicing set-up, vendors should call 866-340-4980 or email <http://www.tungsten-network.com/veteransaffairs/>.
2. A system that conforms to the X12 electronic data interchange (EDI) format established by the Accredited Standards Center. For FSC e-Invoicing information, please call 877-353-9791 or email vafscshd@va.gov.

2.3 It is expected that at the onset of the contract, the vendor and VA may not be able to immediately begin the above billing process in which case the initial preferred method of payment may be the Government Purchase Card, and the contractor must be Level II billing capable and able to accept the credit card for payment. If this involves additional equipment or computers, this will be at the contractor's expense. The Government issued purchase order number shall be inserted in the vendor purchase order block.

2.4 Any billing discrepancies shall be addressed with the vendor for resolution within 15 days from the receipt of the comprehensive bill.

2.5 The VA may dispute a charge if an invoice has not been received and/or the product has not been received. If VA disputes a charge, that charge will be deducted from the invoice amount to be paid and the contractor notified accordingly. The invoice must consist of ordering and shipping. Therefore, the contractor may provide proof of shipment of frames with a proper invoice listed above. Payment can be made only after certification from the COR or designee that the prices billed are correct.

2.6 In using the Government Purchase Card, a credit card receipt with the invoice and signed acceptance receipt must be forwarded to the OFL manager as soon as the transaction has been completed in accordance with Government Purchase Card guidelines and time frames.

3. Ordering and Shipping:

OFL requires the contractor to deliver items ordered under this contract:

3.1 no later than two (2) business days after receipt of a delivery order. NOTE: If the delivery date falls on a weekend or a holiday, then the delivery date shall be the next normal duty day. (Receipt of the delivery order will be determined by VA's submittal of either a faxed order, for which the Government received a printed confirmation of the fax received from its fax machine or an email read receipt and contractor notification that the order has been received).

3.2 Contractor is required to respond to telephonic, email, and or electronic orders, within 24 hours of submission of order with a status of that order.

3.3 Shipping charges shall be accounted for in the per unit prices quotes and will not be paid for separately by the VA.

3.4 The contractor shall provide telephonic or email written notification to the OFL manager and show cause in the event they are unable to deliver the required items in accordance with the Government's required delivery date. If telephonic notification is used, the contractor is required to follow up with Failure by the contractor to provide a written notification as stated above within 24 hours after receipt of an order constitutes acceptance of an order.

3.5 All deliveries should be sent by 2nd day mail or any comparable means. In the event the Government desires expedited delivery, the OFL manager may telephonically contact the contractor and inquire into the feasibility of obtaining this condition.

3.6 The contractor shall respond within 4 hours to such request during normal business hours and expedited delivery shall be mutually agreed upon.

3.7 Any additional costs incurred by the contractor for meeting this requirement shall be negotiated in accordance with clause 52.212-4(c), Contract Terms and Conditions—Commercial Items.

3.8 Delivery of frames will be directly to the V20 OFL, ATTN: FRAME COUNTER, 500 W. Fort St. BLDG 28, Boise, ID 83702. at no extra charge to the Government for routine delivery (2nd Day) to the above destination.

3.9 The contractor shall provide all ophthalmic frames ordered in strict conformance to the order sheet provided by the OFL at the time of ordering. Verification of orders and delivery to the OFL shall be documented and provided to the OFL manager during each billing cycle.

4. Warranty

During the warranty period, the contractor shall make all necessary adjustments (i.e., material defects, distortions, weak weld points, flaking color lacquer, etc.).

4.1 The contractor warrants/guarantees the frames against defective material and/or workmanship for a minimum of one year from the date of acceptance. Manufacturer's warranties of frames and components that extend beyond the minimum one-year period shall be expressed and enforced.

4.2 The contractor agrees to furnish without additional cost to the Government, all labor, and materials necessary to correct defects that were detected during the guarantee period. Defective frames shall be replaced through exchange of defective stock.

4.3 Should a frame order be incorrectly filled; the contractor agrees to make corrections at no additional cost to the Government including restocking fees. Full credit will be given on all returned, recalled, or discontinued items. These conditions do not apply to adjustments incidental to the wearing of eyeglasses, adjustments required by physical change of the wearer, or where there is evidence of deliberate misuse or alteration by anyone other than the contractor.

4.4 If frames are returned to the contractor for correction of a problem due to contractor error, the corrected frame order shall be returned to the OFL within 48 hours of contractor receipt of the returned frames.

5. Performance Monitoring:

Performance will be monitored by periodic inspections and observation of work. Work will be observed by the COR, or designee, during performance of scheduled maintenance service and inspections and/or during repair service. OFL operators will be contacted to report on contractor performance when COR, or designee, is not available.

5.1 Performance standards define desired services. The Government performs surveillance to determine if the contractor meets, exceeds, or does not meet these standards.

5.2 The Performance Requirements Summary Matrix of the contract includes performance standards. The Government shall use these standards to determine contractor performance and shall compare contractor performance to the Acceptable Quality Level (AQL).

PERFORMANCE REQUIREMENTS SUMMARY MATRIX				
Indicator	Standard	Acceptable Quality Level	Method of Surveillance	Penalties
Maintain 95% of awarded frames to reduce opportunities for backordered frames	All frames must always be 95% available from contractor	95%	Monitored continually by routine ordering of frames	Performance will be noted on annual evaluation; possible contract termination.
Provide frames within required timelines	Provide frames.	100%	Monitored continually by routine ordering	10% Reduction on all relevant invoices.
Provide sample frame kits within required timelines	Provide sample frame kits	100%	Monitored continually by routine ordering activity	10% Reduction on all relevant invoices.
Contact OFL within 24 hours of identified backorder	Contact OFL within 24 hours	95%	Monitored continually by routine ordering activity	Receive a negative rating during the evaluation period
Notify OFL immediately of product recalls, removal, required adjustment or modification within required timelines	Contact OFL Immediately	95%	Monitored continually by routine ordering activity	Receive a negative rating during the evaluation period
Notify OFL within 24 hours if there is a depletion of stock of a specific frame on contract ordered	Contact OFL within 24 hours	100%	Monitored continually by routine ordering activity	Receive a negative rating during the evaluation period

PERFORMANCE REQUIREMENTS SUMMARY MATRIX				
Indicator	Standard	Acceptable Quality Level	Method of Surveillance	Penalties
Frame orders are received at the OFL within the required timeline	Orders will be received within 2 days of acceptance of frame order	99%	Monitored continually by routine ordering activity	10% Reduction on all relevant invoices.

6. Security Requirements:

The C&A requirements do not apply, and a Security Accreditation Package is not required. Contractor will not access the VA Network.

7. Place of Performance:

Frames will be delivered to the OFL located at the Boise VA Medical Center BLDG 28 Boise, ID 83702, unless a location change is specifically requested by the OFL Supervisor.

8. Business Hours:

The OFL's standard operating hours are 6:00 a.m. – 4:30 p.m. M-F, (exclusive of federal holidays) Mountain Time

9. Period of Performance:

The IDIQ shall be written for one Base Year plus up to 4 Option Years.

10. Federal Holidays:

Unless specifically authorized in writing by the CO, no services will be provided, and no charges will be incurred and/or billed to any order on any of the Federal Holidays listed below.

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

Prior to IDIQ contract award, OFL manager must approve frame selections.