

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) 350,000 ophthalmic lenses 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 lens styles at a reasonable price. Our health care providers will select, based on the individual needs of the Veteran, the most appropriate lens choice based on their clinical judgment. Fair opportunity shall be given to each contractor when the health care provider makes the lens selection. It is therefore a component of this contract that each contractor proposes the most suitable array of lens and provides the OFL the most current information regarding product features and pricing to assist them to make the best selection.

Scope:

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

1. Specific Tasks:

Contractor shall provide lenses from the approved list of items as ordered by the OFL. Any proposed substitutes for, or changes to the approved lens selection must be approved in writing by the CO or Contracting Officer Representative (COR). All lenses will have a minimum one-year warranty against manufacturer material defects, aberrations, coatings, and defects imbedded in the lens.

1.1 Lenses: All lenses shall be manufactured in accordance with the current edition of the "American National Standards for Ophthalmic Lenses *ANSI Z80.1*, *ANSI Z80.3*, *ANSI Z80.9*, and *ANSI Z87.1*, and current Food and Drug Administration (FDA) Regulation (2) CFR, Parts 3 and 4 for impact resistance, unless otherwise specified in the order. Samples of lenses available may be requested and provided to the OFL as needed at no cost. New lens samples shall be provided with each contract renewal as requested by the OFL at no cost as new materials and lens designs become available, or if substitutions are made. Itemized invoices of sample kits shipped to the OFL shall be emailed to the OFL manager. These invoices shall reflect a no charge balance. Sample kits shall be labeled "CONTRACT LENSES" only. Lens selections shall include the following:

- Single Vision Finished
- Single Vision Semi-Finished
- FT-28 Bi-focal semi-finished
- FT-35 Bi-focal semi-finished
- FT-45 Bi-focal semi-finished
- 7x28 Tri-focal semi-finished
- 8x35 Tri-focal semi-finished
- Progressive Adaptive Lenses (PAL) semi-finished
- Round Segment 22 semi-finished
- Round Segment 24 semi-finished

All lenses shall be coated unless there are no coated options available for that specific lens.

All lenses shall be available in clear, Photo-chromatic and polarized in all available colors.

All lenses shall be available in CR-39 plastic, 1.55 Mid-Index, 1.67 Hi-index, 1.74 Hi-Index, Polycarbonate, and Trivex.

Lens blanks shall be available in 65mm, 70mm, 75mm, and 80mm. Lenticular, aspheric, and other specialty lenses shall be available.

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 lenses.

1.1.1 Single Vision finished lenses shall be available in Plano, Spherical, Plano-cylindrical, and spherical-cylindrical from +6.00 to -8.00 spherical and 0.00 to -4.00 cylindrical power. Anti-Reflective coated lenses shall be available in Single Vision Finished in both clear and Photo-chromatic. Single Vision Finished lenses shall be available in standard thickness and safety thickness.

1.1.2 Single Vision Semi-Finished lens blanks shall be available in clear, Photo-chromatic, and polarized. Base curves shall be available from 0.00 to 12.00.

1.1.3 Bi-Focal semi-finished lens blanks (FT-28, FT-35, and FT-45) shall be available in clear, Photo-chromatic, and polarized. Base curves shall be available from 0.00 to 12.00 with ADD powers from +0.50 to +6.00.

1.1.4 Tri-Focal semi-finished lens blanks (7x28 and 8x35) shall be available in clear, Photo-chromatic, and polarized. Base curves shall be available from 0.00 to 12.00 with ADD powers from +1.00 to +6.00. 50% intermediate power shall be available.

1.1.5 Progressive Adaptive Lenses (PAL) shall be available in clear, Photo-chromatic, and polarized. Base curves shall be available from 0.00 to 12.00 with ADD powers from +0.50 to +6.00.

1.2 Backorders: If there is a backorder on any lens style, the contractor must contact the OFL manager at 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 lens 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.

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

1.4 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

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

2. Invoicing and Billing:

In 2007 the Department of Veterans Affairs (VA) entered a relationship with Tungsten Network. With Tungsten Network, all Department of Veterans Affairs suppliers will now be able to securely submit invoices directly from their existing invoicing formats. In addition, by submitting invoices electronically through Tungsten Network, Department of Veterans Affairs suppliers will experience prompt payment with reduced exceptions.

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.

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 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 lenses 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 lenses.

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 lenses will be directly to the V20 OFL, ATTN: LENS 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 lenses 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, aberrations, coatings, and defects imbedded in the lens).

4.1 The contractor warrants/guarantees the lenses against defective material and/or workmanship for a minimum of one year from the date of acceptance. Manufacturer's warranties of lenses 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 lenses shall be replaced through exchange of defective stock.

4.3 Should a lens 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 lenses are returned to the contractor for correction of a problem due to contractor error, the corrected lens order shall be returned to the OFL within 48 hours of contractor receipt of the returned lenses.

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 | | | | |
|---|--|--------------------------|---|--|
| Task | Standard | Acceptable Quality Level | Method of Surveillance | Penalties |
| Maintain 95% of awarded lenses to reduce opportunities for back ordered lenses | All lenses must be 95% available from contractor | 95% | Monitored continually by routine ordering of lenses | Performance will be noted on annual evaluation; possible contract termination. |
| Provide ordered lenses within required timelines | Provide lenses as ordered | 100% | Monitored continually by routine ordering. | 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 | Performance will be noted on annual evaluation. |
| 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 |

| PERFORMANCE REQUIREMENTS SUMMARY MATRIX | | | | |
|--|-----------------------------|--------------------------|--|--|
| Task | Standard | Acceptable Quality Level | Method of Surveillance | Penalties |
| Notify OFL within 24 hours if there is a depletion of stock of a specific lens on contract ordered within required timelines | Contact OFL within 24 hours | 100% | Monitored continually by routine ordering activity | Receive a negative rating during the evaluation period |

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:

Lenses 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, the OFL manager must approve lens selections.