

STATEMENT OF WORK PRESCRIPTION EYEGLASSES

Date: 6/1/2018

1.SCOPE:

1.1 The Department of Veterans Affairs (VA) has an ongoing program to provide eyeglasses to veterans. It is VA's intention to solicit proposals in accordance with all terms, conditions, provisions, specifications and schedules of this solicitation and award a single contract on a competitive basis.

1.2 VA anticipates award of an Indefinite Delivery Indefinite Quantity (IDIQ) contract on a firm fixed unit price basis from this solicitation for the Northern California Health Care System (NCHCS). The awarded contract will contain one (1) base period and four (4) renewable options years subject to availability of funds. The total duration of the contract will not exceed five (5) years.

The solicitation is intended for use by all Medical Centers and Outpatient Clinics located within NCHCS catchment area. Each site and location is provided in paragraph 1.4 Area of Responsibility/Jurisdiction – NCHCS. Contractor to provide eyeglasses according to the contract specifications for beneficiaries of the Department of Veterans Affairs Centers within catchment area of NCHCS, which presently consists of: VA Sacramento Medical Center, VA Martinez OPC, VA Redding OPC, VA McClellan OPC, VA Mare Island OPC, VA Oakland OPC, VA Fairfield OPC, and VA Chico OPC. NCHCS furnishes an estimated 27,535 pairs of eyeglasses annually to eligible veterans.

1.3 DELIVERY:

The contractor shall deliver all items no later than SEVEN (7) CALENDAR DAYS after receipt of prescription/order issued by Government authorized personnel against the contract. Delivery of eyeglasses shall be to the designated address of the veteran or contracted ordering facility, as indicated on the prescription/order issued by the Government (CPRS Prosthetics 'Eyeglass' consult/VA Form SF 513 – see Attachment A). All eyeglasses shall be delivered as directed on the purchase order and delivery shall be made using traceable means. The contractor shall notify the VA Prosthetic Representative via fax and show cause in the event he/she is unable to deliver the required items in accordance with the Government's required delivery date. Failure by the contractor to provide a written notification within twenty-four (24) hours as specified above constitutes receipt of an order. The Contractor shall be responsible for informing the Contracting Officer of any Government deficiencies such as missing information, illegible prescriptions and ambiguous authorization for eyeglasses, hand writing illegible, inability to reach the Government representative, payment delays or other issues. The contractor's failure to notify the Contracting Officer will not be considered an excusable delay and subject circumstances should not be alleged to have prevented the contractor from delivering the terms within the time required under this contract. There may be occasion for the Government to request receipt of an expedited delivery. In such cases, the ordering activity shall telephonically contact the contractor and notify the contractor of such a requirement. On such occasions the government will be responsible for actual additional shipping charges.

1.4 NCHCS Prosthetics Sensory Aid Service (PSAS) Facility Addresses:

<u>NCHCS PSAS FACILITY ADDRESSES:</u>	
VA Sacramento Medical Center 10535 Hospital Way Mather, CA 95655	VA Redding OPC 351 Hartnell Avenue Redding CA, 96002
VA Martinez OPC 150 Muir Road Martinez, CA 94553	VA McClellan OPC 5342 Dudley Blvd. McClellan Park, CA 95652
VA Mare Island OPC 201 Walnut Avenue Mare Island, CA 94592	VA Oakland OPC 2221 Martin Luther King Jr Way Oakland, CA 94612
VA Fairfield OPC 103 Bodin Circle Travis AFB, CA 94535	VA Chico OPC 280 Cohasset Road Chico, CA 95926

2. ADDITIONAL SERVICES/SUPPLIES for base and option years:

Sample kit: Consisting of each eye size with multiple bridge sizes (this item to be delivered to each health care system at no additional cost to the government within fifteen (15) calendar days after award). Sample kits for each healthcare system are as follows: LOCATION (#) ; LOCATION (#) ; LOCATION (#) ; etc.

Frame selection will include a mix of metals with plastic, spring hinges, and a minimum of five (5) large frame sizes (54-60), a minimum of three (3) frame sizes with short bow lengths (125 or 130), and a frame selection variety for all age groups (21-100). Sample products submitted with solicitation offer will be evaluated on the basis of shaping, finishing, variety of color and quality (i.e. hinge placement and welds). At a minimum the following frame mix needs to be part of the contractor's frame selection under this award: twenty-five (25) men's frames, twenty-five (25) women's frames, fifteen (15) unisex frames, and five (5) safety frames (unisex frames) in available temple, eye and bridge sizes and colors. A minimum of three titanium frames for both men and women need to be part of the mix of metal frames.

Repair kit: Contractor shall provide each participating facility a repair kit consisting of replacement screws and nose pads and the tools necessary for those repairs to contracted frames and shall be restocked at no additional cost to the government.

Display Rack and Tray: Contractor shall provide each participating healthcare system LOCATION (#) ; LOCATION (#) ; LOCATION (#) ; etc. display racks and eyeglass tray (these items to be delivered to each facility at no additional cost to the government within fifteen (15) calendar days after award).

The government will dispose of kits, display racks and trays at contract end.

Eyeglass Care and Cleaning: Contractor shall provide an insert with each facility order on how to care and clean eyeglasses. Whether initial, previous, or on-going users; contractor at no cost shall provide educational information to the veteran, regarding the care and cleaning of their eyeglasses. This information should include, but is not limited to, language to: Do not lay your glasses down on their lenses; Place glasses in a protective case when you are not wearing them; Use a lens cleaner designed for eyeglasses and a clean lens cloth or a soft clean 100% cotton cloth; Mild soap (without lotion) and lukewarm-to-cool water might also be used to clean the lenses and frame; Hold the eyeglasses by the eye frame with the thumb and forefinger of one hand. Use the other hand to gently buff the lenses in a circular motion. Do not press too hard on the lenses; Avoid using paper towels or your shirt tail to clean your lenses. Most clothing fabrics contain abrasive fibers that will scratch or smear the lenses.

3. GENERAL REQUIREMENTS:

3.1 STANDARDS OF PERFORMANCE:

The number of patients covered by this contract is expected to increase within NCHCS dependent upon beneficiaries added or removed. The volumes or amounts shown in the solicitation are estimates only.

The Contractor shall, upon receipt of an eyeglass prescription/order provided by authorized VA designee, fabricate all eyeglasses in strict conformance to the eyeglass prescription/order, verify final eyeglasses with the prescription/order and ship all eyeglasses to the designated address of the veteran or VA facility, as indicated on the prescription/order issued by the Government (CPRS prosthetics Eyeglass consult/VA Form SF 513 – Attachment A).

Verification of prescription and delivery to the veteran or VA shall be documented and provided to the VA each month. Contractor shall not add or substitute components or alter the veteran's prescription in any way without prior approval and written authority from the authorized VA designee. All items provided by the contractor shall be new.

3.2 The Government will use CPRS Prosthetics Eyeglass Consult /VA Form 10-2914, Prescription and Authorization for Eyeglasses, to place orders with the Contractor.

4. LENSES:

4.1 All lenses shall be fabricated and provided in accordance with the standards set forth in the current edition of "American National Standards for Ophthalmic Lenses – Recommendation" ANSI Z80.1 or latest edition. All ophthalmic lenses shall be in accordance with Food and Drug (FDA) Regulation (2) CFR, Parts 3 and 4 for impact resistance, unless otherwise specified in the order. Glass ophthalmic lenses shall be chemically strengthened for impact resistance. All glass and plastic ophthalmic lenses shall be corrected curved lenses. Ophthalmic lenses with cylinder power of less than 1.5D may be fabricated in either plus or minus cylinder form, unless positive cylinder form is specified for the order. All lenses shall be UV Coated at no charge to the government.

Single Vision Lenses – Lenses shall be available in glass, plastic or polycarbonate. Construction of single vision lenses shall include spheres, plano cylinders, and spherocylinders in all powers. Clear, framed lenses and oversized blanks shall be available. For single vision patients, suitable pieces of broken lenses can be used for fabricating blank/plano lens.

Bifocal Lenses – Lenses shall be available in glass, plastic, or polycarbonate. Construction of bifocal lenses shall include spheres, plano cylinders, and spherocylinders in all powers. Add +0.50 to +4.00D.

Clear, framed lenses and oversized blanks shall be available. For bifocal vision patients, suitable pieces of broken lenses can be used for fabricating blank/plano lens. Lenses shall be available in glass with flattop, executive and round segments, and polycarbonate with flattop segments.

Progressive Bifocal Lenses – Lenses shall be available in glass, plastic, or polycarbonate. Construction of no-line bifocal lenses shall include spheres, plano cylinders, and spherocylinders in all powers. Add +0.50 to +4.00D. Clear, framed lenses and oversized blanks shall be available. For no-line bifocal vision patients, suitable pieces of broken lenses can be used for fabricating blank/plano lens.

Trifocal Lenses – Lenses shall be available in glass, plastic, or polycarbonate. Construction of trifocal lenses shall include spheres, plano cylinders, and spherocylinders in all powers. Add +1.50 to +4.00D, 50% intermediate power. Clear, framed lenses and oversized blanks shall be available. For trifocal vision patients, suitable pieces of broken lenses can be used for fabricating blank/plano lens. Lenses shall be available in glass with flattop, executive and round segments.

Progressive Lenses: Lenses shall be available in glass, plastic, polycarbonate, and high index materials. Photochromatic lenses must also be available. Progressive lens style/layout shall be the same for all materials. Progressive style shall be considered “soft” in design. Construction of lenses shall include spheres, plano-cylinders, and spherocylinders in all powers. Add powers of +1.00 to +3.50 shall be available. Non-adaptive would be replaced by lines bifocals or trifocal at no charge to the VA. Oversized blanks shall be available when needed. All lenses shall be placed in frames unless otherwise requested.

5. FRAMES:

5.1 All frames shall be provided in accordance with the current edition of the “American national Standard Requirements for Dress Ophthalmic Frames” ANSI Z80.5 or latest edition. If the manufacturer discontinues a frame during the contract period, the contractor shall provide the Contracting Officer with an approved substitute frame within 2 working days. All frames offered by the contractor shall be listed in either Frames/fax or frame catalogs and not be on any discontinued models. Upon contract award, the contractor shall provide a FREE sample kit consisting of samples of each available size combination and color of each frame required under Schedule of Items to allow for different eye sizes, bridge sizes, temples, colors, etc. of the most popular styles. A minimum of one sample kit, display rack, and eyeglass tray shall be provided to each participating VA Prosthetic Offices under the terms of the contract. New frame samples shall be provided with each contract renewal or if samples wear out or substitutions need to be made. When fulfilling prescriptions, the contractor shall provide completely assembled eyeglass frames placed in standard alignment and include mounting of lenses.

5.2 Privately owned frames may be submitted to the contractor for new lenses. Charges for lenses only shall be in accordance with the schedule. Contractor is responsible for replacing like frames in the event of loss of privately owned frames at no cost to the VA or beneficiary.

6. PERFORMANCE, DELIVERY, INSPECTION AND ACCEPTANCE:

6.1 The Contractor shall have the capability to receive orders via facsimile transmission and shall have a fax machine independent from the Contractor’s established phone line and be willing to accept faxed orders.

6.2 The Government will submit all available orders to the Contractor on a daily basis. Batching of orders is not authorized by either party. Batching in this case means holding all orders to meet a minimum requirement by any or all parties. No fabrication of glasses shall begin prior to receiving a purchase order number from Prosthetics.

6.3 Backorders: If there is a backorder on any frame style, the contractor must contact the VA no later than 24 hours after contractor is notified by frame manufacturer/supplier. The contractor will offer the VA substitute of equal or higher quality. If acceptable to the VA, the substitute may be made part of the contract with a bilateral modification.

6.4 The contractor warrants/guarantees the eyeglasses against defective material and/or workmanship for a minimum of one year from the date of receipt. 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. Should the prescription be incorrectly filled, the contractor agrees to make corrections at no additional cost to the Government. 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. For correction of a problem due to contractor error, the corrected glasses shall be returned to VA facility or veteran within three (3) business days of receipt of the defective glasses.

6.5 The Contractor shall immediately notify all affected VA's and contracting activities in the event of a product recall, removal, required adjustments, or required modification that is suggested or mandated by the contractor, distributor, manufacturer, or any regulatory or official agency. The information that shall be included in this notification include:

1. A complete item description, identification.
2. Administrative identification data including contract number, order numbers, and order date.
3. Reasons for recall, removal, adjustment, or modification.
4. Instructions for appropriate corrective action.

6.6 A waiver/exception to the product and service delivery requirements states above may be granted on a case-by-case basis by the VA Prosthetic Representative and/or Contracting Officer Representative (COR).

6.7 Quality Assurance: The contractor shall submit weekly reports to the ordering VA with the following information:

- Work in progress
- Shipping List
- Accuracy of Spectacle Fabrication List (in accordance with ANSI Z80.1 and Z80.5 Standards)

If requested by the ordering VA, the contractor will need to be able to provide the following information within 48 hours:

- Number of eyeglasses returned due to lab error
- Average in-lab process time
- Breakage/Spoilage rate
- In those cases where the eyeglasses are mailed directly to patients residence delivery confirmation should also be included.

7 METRIC PRODUCTS:

7.1 Products manufactured to metric dimensions will be considered on an equal basis with those manufactured using inch-pound units, providing they fall within the tolerances specified using conversion tables contained in the latest revision of Federal Standard Number 376, and all other requirements of this document are met. If a product is manufactured to metric dimensions and those dimensions exceed the tolerances specified in the inch-pound units, a request shall be made to the contracting officer to

determine if the product is acceptable. The contracting officer, in concert with the COR, will accept or reject the product.

8. AVAILABILITY OF FUNDS:

8.1 Any or all commitment(s) made by the Government under this contract is subject to the availability of funds for Fiscal years 2018, 2019, 2020, 2021 and 2022. The Contractor shall not perform any service after September 30th of each year unless so instructed, in writing, by the Contracting Officer.

9. CONTRACT ADMINISTRATION DATA:

9.1 Under this contract the contracting officer is the only person authorized to approve changes or modify any of the requirements under this contract. The Contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitments or issue changes, which will affect price, quantity, or quality of performance of this contract. In the event the contractor effects any such change at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment will be made in contract price to cover any increase in costs incurred as a result thereof.

9.2 Representative of contracting officer in accordance with VAAR 852.270-1: The Contracting Officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally supervise the work to be performed under this contract. Such designation will be in writing and will define the scope and limitations of the designee's authority.

10. HIPAA Compliance. HIPAA compliance is required. Contractor 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). As required by HIPAA, the Department of Health and Human Services (HHS) has promulgated rules governing the security and use and disclosure of protected health information by covered entities, including the Department of Veterans Affairs (VA). In accordance with HIPAA, the Contractor will be required to enter into a Business Associate Agreement (BAA) with VA.

11. HHS/OIG To ensure that the individuals providing services under this contract have not engaged in fraud or abuse regarding Sections 1128 and 1128A of the Social Security Act regarding federal health care programs, the contractor is required to check the Health and Human Services – Office of Inspector General (HHS/OIG), Lists of Excluded Individuals/Entities on the OIG Website (www.hhs.gov/oig) for each person providing services under this contract. Further the contractor is required to certify in its proposal that all persons listed in the contractor's proposal have been compared against the OIG list and are NOT listed. During the performance of this contract the Contractor is prohibited from using any individual or business listed on the List of Excluded Individuals/Entities.

12. Business Associate Agreement. Contractor will be required to sign a Business Associate Agreement with the Department of Veterans Affairs Health Administration (see attachment B).

13. Background Checks. Contractor personnel may be required to have background checks completed.