

STATEMENT OF WORK (SOW)

(a). GENERAL INFORMATION

(1). Title of Project: Eyeglasses and Optical Shop Services – VISN 23

(2). Scope of Work: The Contractor shall provide all labor, materials and transportation necessary to provide eyeglasses and in-house (onsite at VA facilities) Optician services to beneficiaries within the Dept. of Veterans Affairs, Veterans Integrated Service Network (VISN) 23 service area, as described in this statement of work (SOW), except as may otherwise be specified.

(3) Location: Contractor optical shop services will be furnished on-site at the following VISN 23 facilities unless otherwise noted.

<u>VISN 23 PSAS FACILITY ADDRESSES:</u>	
<p><u>Black Hills Health Care System:</u></p> <p>1. Fort Meade, SD (Division) Prosthetics Service (568/121) Department of Veterans Affairs 113 Comanche Road Fort Meade, SD 57741-1099</p> <p>2. Hot Springs, SD (Division) Prosthetics Service (568/121) Department of Veterans Affairs 500 North 5th Street Hot Springs, SD 57747</p>	<p><u>Nebraska Western Iowa Health Care System:</u></p> <p>1. Grand Island, NE (Division) Prosthetics Service (636A4/121) Department of Veterans Affairs 2201 N. Broadwell, Ave. Grand Island, NE 68803</p> <p>2. Lincoln, NE (Division) Prosthetics Service (636A5/121) Department of Veterans Affairs 600 South 70th Street Lincoln, NE 57747</p>

VA Fargo, ND

Prosthetics Service (437/121)
Department of Veterans Affairs
2101 Elm Street
Fargo, ND 58102-2498

VA Minneapolis, MN

Prosthetics Service (618/121)
Department of Veterans Affairs
One Veterans Drive
Minneapolis, MN 55417

VA St. Cloud, MN

Prosthetics Service (RS-117)
Department of Veterans Affairs
4801 8th St. North
St. Cloud, MN 56303-2099

VA Sioux Falls, SD

Prosthetics Service (438/121)
Department of Veterans Affairs
2501 West 22nd Street
Sioux Falls, SD 57105

3. Omaha, NE (Division)

Prosthetics Service (636/121)
Department of Veterans Affairs
4101 Woolworth Ave.
Omaha, NE 68105

VA Iowa City, IA

Prosthetics Service (636A8/121)
Department of Veterans Affairs
601 Highway 6 West
Iowa City Iowa 52246

Central Iowa Health Care System:

1. Des Moines, IA (Division)

Prosthetics Service (636A6/121)
Department of Veterans Affairs
3600 30th Street
Des Moines, IA, 50310

2. Knoxville, IA (Division)

Prosthetics Service (636A7/121)
Department of Veterans Affairs
1515 West Pleasant St
Knoxville, IA, 50139

(4). Background information:

(A). The Department of Veterans Affairs (VA), VISN 23, has an ongoing program to furnish eyeglasses to beneficiaries of the VISN 23 facilities listed above. The following historical usage information is provided to show the approximate number of pairs of eyeglasses that were required in previous years

PRESCRIPTION EYEGLASSES VISN 23	Estimated Total
Grand Island/Lincoln/Omaha, NE (NWIHCS)	10,780
Des Moines/Knoxville, IA (CIHCS)	7,814
Iowa City, IA	8,001
Fargo, ND	8,126
Sioux Falls, SD	5,538
Fort Meade/Hot Springs, SD (BHHCS)	5,860
Minneapolis, MN	24,108
St. Cloud, MN	7,938
ESTIMATED ORDERS / YEAR	78,164

(B). The quantities shown for specific Contract Line Item Numbers (CLINS) in section B.2 – Price Schedule, are estimates only and impose no obligation on the VA. The contract shall be for the actual requirements of the VA as ordered by the VA during the life of the contract.

(5). Performance Period: The Contractor shall begin the work required under this SOW commencing with the effective date of service commencement, unless otherwise directed by the CO, and shall provide the required services until the date of contract expiration.

(6). Type of Contract: Firm-Fixed-Price.

(7). Extension of Contract. This contract may be extended for up to four (4) one (1) year option periods at the discretion of the government, in accordance with FAR 52.217 9, Option to Extend the Term of the Contract.

(b). CONTRACT AWARD MEETING. The Contractor shall not commence performance on the tasks in this SOW until the CO has conducted a kick off meeting, or has advised the Contractor that a kick off meeting is waived.

(c). INTENT. The Intent of this solicitation is to establish one contract to provide all labor and materials necessary to provide eyeglasses and in-house (onsite at VA facilities) Optician services to beneficiaries of the VA Medical Facilities listed in this section. Not all facilities may partake in the Onsite Optical service, these locations will be noted as such.

(d). DELIVERY ORDERS.

- (1). Delivery orders will be issued under the contract by the facilities listed above. An authorized representative of Prosthetics & Sensory Aid Service (P&SAS) at each respective facility will place orders for supplies or services. Each order will contain the beneficiaries' name, and home address as well as the type of supplies, services required.
- (2). Prescriptions will be transmitted by Electronic means. A purchase authorization and details of the eyeglasses prescription will be transmitted to the Contractor within 1 (one) business day of receipt of the prescription from Optometry for sites with Onsite Optical Services. The contractor shall have the capability to receive orders via facsimile (fax) transmission located in a secure location not open to the public and through encrypted PKI email capability. The fax machine shall be independent from the contractor's established phone line and be capable of receiving faxed orders. The contractor shall maintain a log of all work transmitted via fax, computer, and telephone. The log will be electronically maintained in the VA provided computer using an Excel spreadsheet. Mailing orders will only be used in an emergency affecting fax and email capabilities and when a frame must accompany the order.
- (3). Prescriptions will be transmitted by Electronic means. A purchase authorization and details of the eyeglasses prescription will be transmitted to the Contractor for sites without Onsite Optical Services. These authorizations may be sent in the form of an Excel spreadsheet containing multiple orders or individual purchase orders via purchase card. The contractor shall have the capability to receive orders via facsimile (fax) transmission located in a secure location not open to the public and through encrypted PKI email capability. The fax machine shall be independent from the contractor's established phone line and be capable of receiving faxed orders. The contractor shall maintain a log of all work transmitted via fax, computer, and telephone. The log will be electronically maintained in the VA provided computer using an Excel spreadsheet. Mailing orders will only be used in an emergency affecting fax and email capabilities and when a frame must accompany the order.
- (3). All delivery orders placed against this contract are to be paid by the VA Medical Center placing the order. The purchase card or IPPS payment method will be billed and proper invoices will be sent to the address cited on the order within 5 business days of shipment of eyeglasses. Invoices may be sent weekly for payment. Delivery shall be made as specified on the order to the veteran's residence, Eye Clinic or the Optical Shop.

(e). PATIENT CONFIDENTIALITY. The Contractor shall ensure confidentiality of all patient information following all Health Insurance Portability and Accountability Act (HIPAA) rules and regulations. Contractor is directly responsible for compliance with the HIPAA and HITECH, and is directly responsible for any violations.

(f). SOLICITATION OF BENEFICIARIES

- (1). The Contractor shall deal directly with the CO and or the COR, relative to any aspect of the contract. The Contractor shall not directly or indirectly solicit the beneficiaries of the Department of Veterans Affairs. The Contractor will contact the beneficiary or caregiver only to make arrangements for rendering services or supplies authorized by the VA. Pay, incentives, bonuses, and performance of Contractor employees will not be based on retail sales and upgrades.
- (2). The Contractor shall, upon receipt of an electronic eyeglass consult and authorization, fill the order as written and not encourage the beneficiary to upgrade the order through persuasive sales techniques. If the beneficiary requests an upgrade of frames or lenses, which is permissible, the difference in price must be paid for directly by the beneficiary.

(g). PRODUCT SUBSTITUTIONS. The Contractor shall maintain an adequate inventory of all items covered by this requirement and shall provide a similar or equal item if stock is not immediately available or in case of emergency. Any proposed substitutes for, or changes to, the approved frames must be approved, in writing, by the VISN COR through the CO. In addition, new frame samples shall be submitted prior to the exercise of each option year and must be approved by the COR prior to contract award. No product substitutions shall be made without prior written approval of the treating facility COR.

(h). SPECIFIC TASKS.

(1). Optician/Contractor Responsibilities:

(A). The Contractor shall provide in-house (onsite) Optician services five days a week (excluding Federal Holidays), Monday through Friday at each facility listed in this Statement of Work (Section 1.3). The exact working hours shall be agreed upon between the facilities COR and the contractor.

(B). Upon mutual agreement of both parties, the days and hours of services may be expanded to include evenings and weekends, which may require the addition of Opticians to meet the demand. The expansion of hours or increase in days will constitute a change in scope of the contract and must be authorized through a modification to the contract. Only the CO has the authority to modify the contract.

(C). Contractor shall provide a minimum of two (2) full-time Opticians at the following facilities: Minneapolis VAMC, NWI VAMC (Omaha, NE), Iowa City VAMC. All other

facilities listed in Section 1.3 shall be provided a minimum of one (1) full-time Optician. A facility may require additional opticians as workload requires and space permits. An increase in the number of Opticians will require a modification of the contract in accordance with section (h) (1) (B) above.

(D). The Contractor shall be responsible for the Optician's performance, attendance, pay, benefits, etc. No Contractor personnel shall be considered VA employees for any purpose and shall be considered employees of the Contractor. Pay, incentives, bonuses, and performance of Contractor personnel, will not be based on retail sales and upgrades.

(E). The Contractor shall provide a replacement Optician with an Optician of equal or greater experience and skills for any planned or unplanned absences that exceeds 2 hours. It shall be the Contractor's personnel's responsibility to make arrangements for replacement Opticians with the Contractor. The VA will not be responsibility for notifying the Contractor of Contractor personnel tardiness or absences.

(2). Contractor Requirements:

(A). The contractor shall be responsible for providing Veteran beneficiary's eyeglasses and furnishing on-site optician services. The contractor shall provide all coordination, supervision, monitoring, and evaluating the care and service provided. The contractor must assure that the contracted services are performed according to the terms of the contract. The contractor must also assure that its personnel meet the requirements of the contract and are competent to do the jobs assigned them.

(B). Contractor staff performing, on site at a VA facility, will wear a smock or shirt with the company logo clearly displayed on it, at all times.

(C). The Contractor must develop and obtain approval for a process for electronic submission of documents. Approval must be obtained from the Information Technology (IT) office and the Information Security Office (ISO) within each of the facilities.

(D). The Contractor must develop a QA program to ensure accuracy of work prior to mailing as required in section.

(E). The Contractor must assure the timely delivery of eyeglasses.

(F). The Contractor must develop and implement a return/remake policy.

(G). The Contractor must provide Work In Progress (WIP) reports that accurately reflect job processing to the facility COR, as requested. Facilities may request this report be sent routinely on a daily basis.

(H). The Contractor personnel must actively cooperate with the VA facility opticians and CORs.

(I). The Contractor must develop a process for maintaining ongoing communications with facility's Prosthetics Staff in order to identify issues at the earliest possible time.

(J). The Contractor's Management, for the on-site Opticians, shall make a minimum of one annual site visit to each Optical Shop to check on the operations and ensure the Optician(s) are maintaining a suitable operation in the space provided. They should also make contact with the Eye Clinic and Prosthetics to see if there are any issues that need to be addressed. Upon request, by the COR, additional site visits may be required.

(3). Space/Equipment/Supplies:

(A). The VA will furnish, heat, cool, maintain and furnish janitorial services to onsite office space for the Contractor's delivery of optical shop services as specified in section (h) (3) (B) below. The VA will also provide and maintain the following equipment: a single telephone and computer equipment (CPU, Monitor, Printer, Scanner) which is connected to the VA system. Also copy paper will be furnished on an as needed and requested basis

(B). The current square footage of on-site space at each of the facilities is as follows:

Fargo, ND	?? sf
St. Cloud, MN	?? sf
Minneapolis, MN	?? sf
Sioux Falls, SD	?? sf
Fort Meade, SD	?? sf
Hot Springs, SD	?? sf
Omaha, NE	?? sf
Grand Island, NE	?? sf
Lincoln, NE	?? sf
Des Moines, IA	?? sf
Iowa City, IA	?? sf

(C). Except for the VA furnished facilities and items specified above, The Contractor shall provide all equipment and supplies required to operate each on-site optical facility - The contractor shall provide desk, chairs, credenza, electronic equipment (fax machine etc), display racks/cases, and related equipment, as required for in-house (onsite) VA optical shop services. The Contractor' Optician/s must have access to appropriate tools for dispensing on all premises. It will be the Contractor's responsibility to maintain all Contractor furnished items ~~them~~ in good working and calibrated condition. Contractor furnished items include but are not limited to:

- (i). Adjustment and bench tools;
- (ii). Lensometer;
- (iii). Lens clock;
- (iv). Frame heater;
- (v). P.D. Ruler;

- (vi). Pupilometer and/ or penlight, or interpupillary measuring device
- (vii). Frame and lens cleaning products;
- (viii). Thickness calipers;
- (ix). Vertex distometer;
- (x). Tolerance chart (see appendices)
- (xi). Visual acuity charts

(D). The VA will furnish and maintain all Waiting Room furniture, equipment and supplies.

(E). The Contractor will set up remote access to their work in progress for tracking purposes. The Contractor will establish a corporate Public Key Infrastructure (PKI) account in order to receive prescriptions and purchase authorizations.

(E). The contractor will be responsible to stock the Optical Shop with necessary office supplies such as pens, paper, and necessary supplies in support of contractor owned equipment, including supplies needed to clean equipment in accordance with the manufactures recommendations.

(4). Optician qualifications:

(A). Opticians shall be certified by the American Board of Opticianry (ABO) or have equivalent work experience of two or more years. Optician shall provide optical services that include proficiency in all of the following functions which must be documented by the Contractor on the Elements of Competency Checklist before commencing work and annually thereafter:

- (i). Measurement for pupillary distances, segment heights, and bases curves.
- (ii). Lensometry and verification of all eyeglass prescriptions parameters.
- (iii). Pupilometer.
- (iv). Lens Clock.
- (v). Eyeglass frame selection to include appropriate eye size and temple lengths.
- (vi). Correctly and completely entering frame selection, size, color, name, and measurements on the beneficiaries' s Prosthetic Consult (Vista) within 24 hours after assisting the beneficiary.
- (vii). Ordering spectacles, to include accurate measurements of pupillary distances, segment heights, and base curves (as needed).
- (viii). Application of Fresnel Prisms.
- (ix). Adjusting and dispensing eyeglasses.

(B). In addition, the Contractor's on-site personnel will:

- (i). Enter the frame information and measurements into the VA Vista System
- (ii). Answer beneficiary questions related to the eyeglasses and eyeglasses order.

- (iii). Contact no-show beneficiaries to determine if the beneficiaries will be obtaining eyeglasses through the VA Optical Shop and advise the facility COR when a beneficiary declines services.
- (iv). Maintain professional customer relations.
- (v). Confirm creation of Purchase Orders with Prosthetics Staff.
- (vii). Work closely with Prosthetics Staff members regarding administrative issues as early as possible once issues are discovered.
- (viii). Electronically transmit all eyeglass orders to Contractor manufacturing facility.
- (ix). Track eyeglass orders with Contractor.
- (x). Communicating directly with beneficiaries on optical issues as they arise (often by telephone).
- (xi). Maintain an electronic log of phone calls from beneficiaries and document actions taken.
- (xii). Troubleshoot all optical issues for prosthetic devices and—assuming none found—contacting eye clinic directly for further remediation of problem.
- (xiii). Eyeglass repairs (primarily eyeglass screws and nose pads).

(5). Contractor Personnel Elements of Competence:

Contractor personnel shall have the ability to interpret and dispense a prescription using appropriate lenses and facial and frame measurements. They must be able to meet the following requirements:

- (A). Identifies anomalies in a prescription and implements the appropriate course of action.
 - (i). **Indicator:** Identifies possible errors in a prescription and follows the appropriate course of action Identifies and explains any problems which may occur from the given prescription and offers solutions, for example, aniseikonia, anisometropia; Able to demonstrate how to use a lens clock.
 - (ii). **Validate:** Correctly on 4 of 6 prescriptions with high plus, high minus, and/or high anisometropia.
- (B). Measures and verifies optical appliances taking into account relevant standards where applicable.
 - (i). **Indicator:** Measures and verifies that lenses have been produced to a given prescription within tolerances by verifying lensometry, verifying seg height, optical centers, etc. Verifies that all aspects of the frame or mount have been correctly supplied. Verify prism. Measures and verifies that the lenses are correctly positioned in the spectacle frame/mount within tolerances
 - (ii). **Validate:** On 4 of 6 pairs of glasses with correct lensometry, optical center distance, seg hghts; of these 6, two should have prism, at least 2 should be lined bifocals, and at least 2 should be progressives.
- (C). Matches the form, type and positioning of lenses to meet all the patient’s needs and requirements and provides appropriate advice.
 - (i). **Indicator:** Provides all the necessary information for a pair of spectacles to be duplicated, to include: Prescription, Lens type and form, Centration and fitting positions, Frame details and Lens surface treatments.
 - (ii). **Validate:** On 4 of 6 “patients” (observe and verify).

(D). Dispenses a range of lens forms to include complex lenses, multifocals and high corrections, prism, and advise on their application to specific patient's needs.

(i). **Indicator:**

- Demonstrates correct interpretation of prescriptions;
- Understands the following lens parameters: lens form, design, materials, coatings and tints, prism.
- Demonstrates understanding of frames covering the following: size, materials, relationship between frames, lenses and face.
- Demonstrates the appropriate lens and frame selection and justification (bearing in mind patients lifestyle requirements), and is able to take correct PD's with a pupillometer at both distance and near.
- Demonstrates appropriate frame adjustments, including tint, seg hgt, optical centers, nose pad adjustments, etc.

(ii). **Validate:** On 4 of 6 "patients", including pupillometry.

(E). Manages non-tolerance cases.

(i). **Indicator:** Identifies problems, including but not limited to verifying Rx, verifying transitions, optical centers, seg heights, improper frame selections, etc.

(ii). **Validate:** On 4 of 6 incorrectly made pairs of glasses.

(6). Employee training: All Contractor personnel assigned to work in the optical shop will complete annual training required by VHA policy including VA Privacy and Information Security Awareness and Rules of Behavior Privacy and HIPPA training, and other training specified by the COR. The VA Privacy and Information Security Awareness and Rules of Behavior training and Privacy and HIPPA training must be complete prior to coming on station to work and the Contractor is responsible for ensuring annual recertification by each employee. Training can be accomplished on-line at the follow link:

<https://www.tms.va.gov/learning/user/SelfRegistrationUserSelection.do>.

(7). Background check.

(A). A background security check must be completed before performing any work and applies to all Contract personnel requiring any type of IT access, including fill-in or temporary personnel. Each person is required to have their own access/password and must apply for and receive a Personal Identification Verification (PIV) card before beginning work under this contract. The Contractor shall prescreen all personnel requiring access to the computer systems to ensure they are able to read, write, speak and understand the English language. The access/passwords are not to be shared with any other person. The COR at each facility is responsible for ensuring VA computer training that is required to enable contractor employees to perform under this contract, is available. The background security check forms are available in Section D of this document.

(B). All Contractor employees, who require access to VA computer systems and will work more than six (6) months (180 days) under this contract, shall be the subject of a background investigation and must receive a favorable adjudication from the VA

Security and Investigations Center (SIC.) This requirement is applicable to all subcontractor personnel requiring the same access. If the investigation is not completed prior to the start date of the contract, the Contractor will be responsible for the actions of those individuals they provide to perform work for VA. Contractor personnel who have received a favorable adjudication from a previous investigation may be exempt from undergoing another investigation. Exemptions may be granted when Contractor personnel provide Contracting Officer proof of previous adjudication and SIC verifies favorable adjudication. For those Contractor employees who will work less than six (6) months (180 days) under this contract, a background investigation is not required; however, such employees will be required to initiate a Special Agreement Check (SAC) for fingerprint only prior to providing services under this contract.

- (i). Position Sensitivity - The position sensitivity has been designated as: Low Risk.
- (ii). Background Investigation - The level of background investigation commensurate with the required level of access is: National Agency Check with Inquiries (NACI). Non-citizen contract personnel will be subject to National Agency Check with Law and Credit (NACLC.) NACLC investigations require a credit check in addition to the same forms and processes as a NACI investigation.

(C). Contractor Responsibilities.

(i). The Contractor shall bear the expense of obtaining background investigations. Presently the VI SIC charges \$279.00 for each Contractor NACI Background Investigation.

(ii). The Contractor shall submit or have their employees submit the following required forms to the VA COR or CO within five (5) business days of contract award. Forms are available online at http://www1.va.gov/VABackground_Investigations/page.cfm?pg=2

- Standard Form 85, Questionnaire for Non-Sensitive Position
- Standard Form 86A, Continuation Sheet for Questionnaires
- Optional Form 306, Declaration for Federal Employment. This form will be used to determine applicants acceptability for Federal contract employment.
- FD 258, U.S. Department of Justice Fingerprint Applicant Chart and/or Electronic Fingerprint Verification

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(D). Once the required forms are received, the VA CO will pre-screen the forms for completeness, and forward them to VA SIC in order to initiate the required background investigation(s) within fourteen (14) calendar days of appointment. Only after the VA CO notifies the Contractor that the background investigation(s) was initiated shall the Contractor be authorized to provide services under the contract. If the investigation is not completed prior to the start date of the contract, the Contractor will be responsible for the actions of those individuals they provide to perform work for VA.

(E). The Contractor, when notified of an unfavorable determination by the VA, shall withdraw the employee from consideration as a Contractor personnel working on this contract. Failure to comply with the Contractor personnel security requirements may result in termination of the contract for default.

- (8). The Contractor agrees to provide all services specified in this contract for any person determined eligible regardless of race, color, religion, sex, or national origin of the person for whom such services are ordered. The Contractor further warrants that he/she shall not resort to subcontracting as a means of circumventing this provision. A high degree of professionalism and understanding shall be demonstrated when contact with beneficiaries is made by the Contractor's personnel. All Contractors' personnel are expected to be discreet and tactful and demonstrate concern, compassion, and patience. Some beneficiaries have physical disabilities or chronic illnesses that influence their behavior and lifestyle. Any verbal or physical abuse, or unprofessional behavior or conduct toward a beneficiary or caregiver shall not be tolerated. The VA reserves the right to request the removal of any Contractor personnel from further performance of services under this contract if his/her behavior and or level of services provided are not in accordance with the requirements of this contract. Further, the VA reserves the right to refuse access of Contractor personnel to a respective VA facility, if personal or professional conduct of such personnel jeopardizes beneficiary care. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, sexual harassment, staff/beneficiary abuse, dereliction or negligence, failure to practice within acceptable medical standards of care, violations of VA patient care policies, or other conduct resulting in formal complaints by beneficiary or staff.
- (9). Relationship with Veterans Canteen Service (VCS). This contract is not linked in any way to any current or proposed VCS retail sales agreements and the information herein is provided for information purposes only and in no way, obligates the VA facility to enter into any such agreement. The contractor may elect to sign a separate Retail Sales Contract with the Veterans Canteen Service for those stations where an optical shop is provided by the VA Facility. The commission paid to Veterans Canteen Service will be a percentage of any Retail Sales as negotiated by the VCSCO point of contact, Michelle Forbes (314-845-1230). Any retail agreement made with VA Retail Concession Agreement will cover the beneficiary patient upgrades to the prescriptions provided by VA Eye Clinic Optometrists. No commission will be paid to the Canteen Service for eyeglasses supplied to entitled beneficiaries at government expense. Services provided by the Retail Concession Agreement could include but are not limited to a limited eyeglass selection, measuring, ordering, dispensing and repairing eyeglasses as required. The retail sales concessionaire business is additional sales and revenue for the Contractor. The optician may provide information on retail upgrades to prescriptions that a beneficiary would pay with his or her own funds to the Retail Optical Shop if the beneficiary desires, however, this does not permit any high-pressure sales tactics to be used and the Contractor shall obtain a written statement of understanding by the beneficiary that additional charges may apply to upgrades requested to ensure that beneficiary clearly understand that upgrades are not required and are optional.
- (10). Priority care. VA beneficiaries shall receive priority care in the optical shop service. Qualified VA beneficiaries shall be the first to receive treatment.
- (11). Lenses furnished. The Contractor shall furnish the following eyeglass lenses:

- (A). Single vision lenses shall be all powers including spheres, plano-cylinders and spherocylinders. Clear framed lenses shall be provided for VA patients. Oversized blanks shall be provided upon request.
 - (B). Bifocal lenses shall be all powers (in major lens), including spheres, plano-cylinders, and spherocylinders. Add +0.50 to +6.00D. Clear framed lenses shall be provided to VA patients. Oversize blanks shall be provided upon request. Lenses shall be available in glass and plastic with flattop, executive and polycarbonate with flattop segments.
 - (C). Trifocal lenses shall be all powers (in major lens), including spheres, plano-cylinders, and spherocylinders. Add +0.50 to +4.00D, 50% intermediate power shall be available. Oversize blanks shall be provided upon request. Lenses shall be available in glass and plastic with flattop, executive and polycarbonate with flattop segments.
 - (D). Progressive Lenses - shall be all powers (in major lens), including spheres, plano-cylinders, and spherocylinders. Add +0.50 to +4.00D clear framed lenses shall be provided to VA patients. Premium Progressive lenses in Varilux Comfort/Short, Kodak Precise/Short and Varilux Physio/Short will be available upon request and shall be priced accordingly in the schedule of items and price list.
 - (D). Oversize blanks shall be provided upon request. Lenses shall be available in glass, plastic, and polycarbonate. Contractor will provide fitting guides to all their Opticians. The Optician will ensure that the frame selected is appropriate for the type of lenses being provided. The offeror shall identify what progressive lens type will be provided as the standard issue. In the event the VA Eyecare provider requests a specific progressive lens type, other than what is provided as first choice by the contractor, the alternative shall be priced accordingly in the schedule of items and pricelists.
- (12). High Index Lenses. The Contractor shall furnish eyeglass lenses with an index of refraction equal to the range of 1.56 and 1.60. Upon request will be available in 1.67 to include single vision, Bifocal D28 and progressive.
- (A). All lenses shall be available in glass, plastic, polycarbonate or safety glass, plastic or polycarbonate. Lenses shall be fabricated and provided in accordance with the most recent "American National Standards for Ophthalmic Lenses - Recommendation".
 - (B). All ophthalmic lenses shall be in accordance with Food and Drug Administration regulations (21 CFR, Parts 3 and 4) for impact resistance unless otherwise specified in the order.
 - (C). Glass and plastic ophthalmic lenses, single vision, and multi-focal shall be corrected curved lenses.
 - (D). Glass ophthalmic lenses shall be chemically strengthened for impact resistance only.

(E). Safety lenses that adhere to the latest ANSI standards shall be available in: glass, plastic, polycarbonate, single vision, bifocal, trifocal and progressive in any power necessary.

(F). Ophthalmic lenses shall be made in minus cylinder.

(G). Scratch resistant coating shall be available for plastic lenses.

(H). Anti-glare coating shall be available for all lenses.

(I). Tints of all types to include pgx and transitions as well as progressives shall be available.

(J). Contractor will have available in the Optical Shop samples of all lens blanks to assist in patient education.

(13). Frames:

(A). **PRE-APPROVAL OF EYEGLASS FRAMES:** Only pre-approved frames can be offered in response to the RFP solicitation. To obtain pre-approval each potential offeror must provide a frame selection chart to the CO identified in the solicitation to arrive no later than two (2) weeks prior to the solicitation closing date. From the frame chart provided the VA will select up to 100 frames that will be approved to be included in the Offer's approved sample kit.

(i). The chart shall include, but is not limited to, specifications of all frames, pictures and information about each frame. For each frame proposed, specify the name of manufacturer, frame style name, material classification, sizes, colors, department (men's, women's, etc.) and name of distributor. No discontinued models or special "Medicaid" frames shall be permitted. A minimum of 150 to 200 frame styles (not including color selection) shall be submitted for selection. The submitted frame chart must clearly indicate which frames are men, women, unisex, and safety. Deluxe frames should also be clearly identified from the standard frames in all categories.

(ii). Frames with spring hinges, various bridge sizes and styles (saddle bridge, keyhole bridge, silicone nose pads), plus different temple lengths must be included. Deluxe Frames refers to eyeglass frames with features that make them more durable than standard frames.

(iii). Frames must be manufactured by at least four (4) different companies.

(iv). The chart submitted must identify the Offeror only on the outside of the package or envelope used to transmit the chart so that the chart itself is a "blind" chart in that it can contain no identification of the Offeror. Only the CO will know the identity of the Offeror who submitted the chart. The CO will assign a color code to identify the chart and will provide the color coded chart to a selection committee that includes experienced Opticians, Optometrist and Prosthetic Representatives who will evaluate all frame styles. The committee will select up to 100 frames for inclusion in each

color's approved sample kit. A final sample kit may include frames for approximately of forty (40) different frame types for men, thirty (30) different frame types for women, twenty-five (25) unisex frames and five (5) safety frames. At least 5 frames for both men and women must be deluxe frames. The selection committee will provide each color's approved sample kit to the CO and the CO shall notify each Offeror of their approved sample kit. The Offeror must base their pricing on their approved sample kit.

- (v). If the selection committee cannot select sufficient frames to make up an approved sample kit the Offeror will be notified and will be provided an opportunity to provide additional frames for evaluation. If the committee cannot identify sufficient frames to make up an approved sample kit the Offeror may be determined to be non-responsive.

(B). The Contractor shall furnish eyeglass frames meeting the following requirements. All frames shall be of first quality new material and, shall be delivered completely assembled and include the mounting of lenses. Frames shall be in accordance with the most recent ANSI Z80.5 or latest edition, requirements for dress and safety ophthalmic wear.

- (i). The Contractor shall make available a minimum combination of forty (40) different frame types for men, thirty (30) different frame types for women, twenty-five (25) unisex frames and five (5) safety frames. These frames shall be of durable material in various styles, sizes and colors to accommodate the varying range of facial features and prescription requirements, to include plastic, metal and titanium. The metal and titanium frame selection shall include both spring hinged and adjustable nosepiece styles. The plastic frame selection shall include both spring hinged and non-spring hinged styles. Frames sizes will need to include large frames (54-60). In the event an approved frame is no longer available the contractor shall submit a replacement sample for approval by the facility COR. The replacement frame shall be at no additional cost. Cable temples will be made available when selected by the patient and as listed in the schedule and price list.

- (ii). Privately owned frames may be submitted to the contractor for new lens orders. Charges for lenses only shall be in accordance with the schedule. Contractor assumes the liability, if they accept the frame, and is responsible for replacing like-in-kind frames, at no cost to the VA or beneficiary, in the event the privately-owned frames are lost or broken while in the Contractor's possession. Like-in-kind frames shall be in accordance with American National Standards Institute Requirements for Dress Ophthalmic Frames ANSI Z80.5 or latest edition.

(14). Cases: One eyeglass case shall be provided at no charge with each pair of eyeglasses furnished. Cases shall be leather like (or leather), cushioned, open end pocket clip-on or button over flap. Cases will be of quality workmanship and fit the eyeglasses being provided.

(15). Repair Kit: Repairs shall be performed by the Contractor's optical shop. The Contractor shall provide minor eyeglass repair service to entitled beneficiaries who require replacement screws or nose pads for current prescription eyeglasses, at no cost to the beneficiary or the VA. The Contractor shall maintain repair kit tools and associated supplies (replacement screws and nose pads) necessary to complete those repairs. When temple replacement is required, the VA will pay for the temples, in accordance with the schedule. All labor will be included in the cost.

(16). Prescriptions/Orders:

(A). The contractor shall only provide glasses under this contract after receipt of a valid prescription (Rx) and purchase authorization. Orders may be placed electronically, via fax, by mail, or in another manner consistent with accepted business practices, when approved by the VISN COR and authorized by the CO.

(B). The VA will submit eyeglass orders to the contractor on a daily basis. Eyeglass orders may be submitted electronically or via printing to the Optical Shop. Batching of orders is not authorized by either party. Batching in this case means holding orders to meet a minimum requirement by either party. Order may be submitted daily by Prosthetic staff. Fabrication of eyeglasses shall not begin prior to receiving an authorization from Prosthetics.

(C). Orders will be placed on an as needed basis and will provide the Rx, quantity, frame, accessories, and all other relative information for the fabrication of eyeglasses. The contractor shall notify the ordering Optical Shop within eight (8) working hours of receipt of an Rx if the Rx is incomplete. Contractors shall not provide any prescribing services.

(17). Quality Assurance:

(A). The Contractor shall provide a toll-free telephone number for ordering and customer inquiries and shall designate a contact person who will function as a VA customer service person to maintain the account and rapidly resolve any identified problems.

(B). The Contractor shall develop a customer service survey form to be completed by the beneficiary. The survey format and questions must be approved by the VISN COR. This shall be part of the Contractor's Quality Assurance Program. The contractor shall provide a customer satisfaction survey to each beneficiary receiving eyeglasses under this contract (by facility), compile responses and provide the Facility COR a monthly recap report. The survey will include the following information: Beneficiary's satisfaction with the quality of product, timeliness of delivery, courtesy and friendliness of staff, cleanliness of area. A postage paid self-addressed return envelope will be included with each survey. The report will include individual responses, cumulative report for responses for each question and a graph of the % of positive and negatives for each question. % will be based on the total number of responses received for the month.

(18). Reports:

(A). The Contractor shall submit by the 5th business day of the following month, reports to each of the ordering facility CORs with the following information:

- (i). Number of eyeglasses returned due to lab error.
- (ii). Breakage/spoilage rate.
- (iii). Date of orders.
- (iv). Shipment dates to VA and/or beneficiary.
- (v). VA error rates (errors submitted to the contractor to be processed).
- (vi). Contractor error rates (errors submitted to VA and/or beneficiary).

(B). Activity Reports. The Contractor shall provide activity reports, at a minimum, on a weekly basis sorted by each VA facility to each respective COR. Reports should include:

- (i). Work in progress.
- (ii). Work completed.
- (iii). Shipping list that includes dates shipped to Veteran beneficiary or VA facility.

(C). Quality Assurance Reports – See Quality Assurance section.

(19). Corrections:

(A). Contractor errors in filling Rx's will be corrected within 72 hours after notification from the VA or beneficiary, at no cost to the VA or beneficiary and includes all upgrades and add-ons. This includes incorrect measurements by the Contractor's Optician. If eyeglasses are returned to the contractor for correction of a problem due to contractor error, the corrected eyeglasses shall be adjusted and overnighted via certified carrier to the beneficiary and a shipping document will be provided to the facility COR.

(B). Prescribing errors made by the VA and detected by the contractor shall be called to the attention of the prescribing VA facility within 48 hours of identification of the error. Delivery time shall commence on the date a corrected Rx is received by the contractor. In the event replacement glasses are necessary, the VA will be responsible for the cost and delivery of any replacement glasses due to prescription errors.

(C). Eyeglasses lost due to contractor errors shall be replaced at the contractor's expense. Eyeglasses lost due to errors by the VA shall be replaced at the VA's expense.

(D). The contractor shall closely monitor prescription errors to ensure an accuracy rate of 98% or better is achieved. The accuracy rate shall be determined based on the total number of glasses fabricated within each calendar month effective with the first day of the month. 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.

(20). Warranty: The contractor shall warrant/guarantee the eyeglasses against defective material and/or workmanship for a minimum of one (1) year from the date of acceptance, this includes errors made by the Contractor's Optician in the measurements. All necessary adjustments (i.e., material defects, distortions, etc.) shall be made by the Contractor at no charge. Manufacturer's warranties of eyeglass components that extend beyond the minimum one year period shall be expressed and also enforced. The Contractor agrees to furnish without additional cost to the VA, all labor and materials necessary to correct defects that were detected during the guarantee period. These conditions do not apply to adjustments incidental to the wearing of eyeglasses, adjustments required due to physical change of the wearer, or where there is evidence of deliberate misuse or alteration by anyone other than the Contractor.

(21). Delivery:

- (A). All eyewear furnished under this contract shall be delivered within seven (7) calendar days after receipt of the order, unless otherwise specified, regardless if they have upgrades and/or add-ons that are paid for by the beneficiary.
- (B). Delivery of eyeglasses shall be made to the designated address of the beneficiary or the VA ordering facility, as indicated on the order. The Contractor guarantees delivery to the designated location (FOB Destination). When eyeglasses are reported as not received at the designated point of delivery, the Contractor will replace them at no cost to the VA unless the Contractor is able to prove to the VA that the eyeglasses were delivered as ordered.
- (C). Prior to shipment, the Contractor will ensure all eyeglasses are placed in an eyeglass case and include instructions on the care and cleaning of the eyeglasses.
- (D). A reminder instruction slip will be included with each pair of eyeglasses regarding need for adjustment and point-of-contact (POC) telephone number for initial troubleshooting.
- (E). The Contractor shall provide routine frame adjustments, at no cost, and repairs upon request. Repairs may be chargeable to the VA when the repair is coordinated with and approved by the facility COR. A purchase order authorization is required for all authorized repairs.
- (F). The Contractor shall have the ability to ship overnight. Overnight delivery service costs shall be invoiced to the ordering VA facility. Regular delivery method shall be the choice of the Contractor. Proof of delivery may be required from the Contractor by the COR, at no additional cost to the VA.
- (G). The Contractor shall notify beneficiaries within two (2) working days, by phone, of receipt of prescription eyeglasses when delivery to the VA facility is requested. The Contractor shall perform final fitting and adjustments of eyeglasses delivered to the VA facility.
- (H). The Contractor shall handle beneficiary complaints by obtaining all the facts related to the transaction and resolving the issue at the lowest level, unless other VA personnel, such as Chief, PSAS or Chief, Eye Clinic require involvement to resolve the patient issue.

- (I). The Contractor shall notify the VA Prosthetic Representative or COR via email or fax in the event of delays. Include cause for delay, remedy date and date of expected shipment to designated address as indicated on the PO. Failure by the Contractor to provide a written notification within twenty-four (24) hours as specified above constitutes a performance failure and the COR shall notify the CO, who in turn shall undertake any action authorized pursuant to the contract agreement or otherwise in accordance with applicable statutes and regulations.
- (J). The Contractor shall be responsible for informing the COR of any government deficiencies such as missing information, illegible prescriptions and ambiguous authorization for eyeglasses, inability to reach the VA Prosthetic Representative or COR, payment delays or other issues. The Contractor's failure to notify the COR will not be considered an excusable delay and subject circumstances should not be alleged to have prevented the Contractor from delivering the items within the time required under this contract.
- (22). Removal, Recall, or Modification: The Contractor shall notify the VISN COR and facility COR within three (3) calendar days of any notification of any removal, recall or modification of any supplies required under this contract. Notification shall include:
- (A). Administrative identification data, including the order numbers and order date.
 - (B). Reason for recall, removal, adjustment or modification.
 - (C). Instruction for appropriate corrective action.
- (23). Billing and Payment: The Contractor shall submit invoices to the Prosthetics Office of the ordering facility within 5 business days of completion of the work. Payment may be made with a government purchase card or IPPS, which will be billed within 10 business days of completion of the work. Contractor shall have level two data access to enable them to enter the purchase order number when the invoice is billed to the purchase card.
- (24). Training: The VA is committed to the electronic medical record as the format of choice for medical documentation. The VA will provide training associated with access and operation of the VA Vista system to ensure Contractor employees can successfully enter beneficiary data. The Contractor shall ensure all personnel working at each VA facility complete training to include required annual compliance and privacy requirements (Health Insurance Portability and Accountability Act (HIPAA) of 1996, Compliance Business Integrity, VA Privacy and Information Security Awareness and Rules of Behavior, and General Employee Privacy Awareness) training. Training requirements must be completed prior to any Contractor personnel can access the Government computer system, and annually thereafter. Additionally, the Contractor will provide the facility COR certificates of completion for each of the training requirements before commencing work and annually. The VA reserves the right to request the Contractor complete any additional training requirements that may be necessary during the initial contract period and any following contract periods.

(j). PERFORMANCE MEASURES

Performance Objective	Acceptable Quality Level (AQL)	Method of Performance Assessment	Incentive / Disincentive
1 - Performance Requirement: Patient Satisfaction	Performance criteria equals 98% or better	Patient satisfaction/ complaints, and documentation submitted Numerator is the total number of validated complaints for the month and the denominator is the total number of orders for the month.	When AQL is not met: 1st offense is written notice to the contractor to correct the deficiency. <u>2nd offense will result in another than positive CPARS evaluation. Additional deficiencies will result in a CURE notice</u>
2 - Performance Requirement: Number of remakes and timeliness of remaking and providing to Veteran within 72 hours	Performance criteria equals 98% or better	Patient satisfaction / complaints, monthly review of invoices for accuracy, accuracy of required documentation submitted.	When AQL is not met: 1st offense is written notice to the contractor to correct the deficiency. <u>2nd offense will result in another than positive CPARS evaluation. Additional deficiencies will result in a CURE notice</u>
3 - Performance Requirement: Accuracy of required documentation submitted	Performance criteria equals 98% or better	Review of invoices for accuracy, timeliness of report submission, and accuracy of required documentation submitted.	When AQL is not met: 1st offense is written notice to the contractor to correct the deficiency. <u>2nd offense will result in another than positive CPARS evaluation. Additional deficiencies will result in a CURE notice</u>
4 - Performance Requirement: Timeliness of eyeglass fabrication.	Performance criteria met in 98% or greater of the cases	Patient complaints. Invoice documentation.	When AQL is not met: 1st offense is written notice to the contractor to correct the deficiency. <u>2nd offense will result in another than positive CPARS evaluation. Additional deficiencies will result in a CURE notice</u>
5 - Performance Requirement: Number of eyeglass fabrication / prescription errors.	Performance criteria equals 98% or better	Patient satisfaction / complaints, monthly review of invoices for accuracy, accuracy of required documentation submitted and ANSI Standards. Numerator is the total number of identified fabrication/prescription errors and the Denominator is the total number of orders for the month.	When AQL is not met: 1st offense is written notice to the contractor to correct the deficiency. <u>2nd offense will result in another than positive CPARS evaluation. Additional deficiencies will result in a CURE notice</u>

6 Performance Requirement: Activity, Quality Assurance & Patient Satisfaction Reports	Performance criteria equals 80% or better	COR receipt and review of reports. Numerator is the total number of reports received and the Denominator is the total number of reports due for the month.	When AQL is not met: 1st offense is written notice to the contractor to correct the deficiency. 2nd offense will result in another than positive CPARS evaluation. <u>Additional deficiencies will result in a CURE notice</u>

(k). SPECIAL CONTRACT REQUIREMENTS

(1). The services to be performed by the Contractor shall be performed in accordance with VA policies and the procedures of the VA facility.

(A). As referenced above, the VA reserves the right to refuse access of Contractor personnel to VA facilities, if personal or professional conduct on that personnel jeopardizes patient care. Standards for conduct shall mirror those prescribed by current federal personnel regulations. The CO and facility COR shall address issues raised concerning contract personnel’s conduct with the Contractor. The final arbiter on questions of continuing access to a respective VA facility following identified issues of personal or professional conduct on the part of contractor personnel shall be the CO.

(B). The facility COR will involve the VISN COR and the CO when there is a complaint involving the Contractor’s Optical Shop Staff and VA personnel or patients, which cannot be resolved. The CO is the final authority on validating complaints. In the event that the Contractor personnel is involved and named in a validated patient complaint, the VA reserves the right to refuse further access to the respective VA facility by the Contractor personnel at issue.

(C). The Contractor shall, in writing, keep the CO informed of any unusual circumstances in conjunction with the contract.

(2). The COR will be responsible for the overall technical administration of this contract as outlined in the COR Delegation of Authority.

(3). Transition Period. At the end of the contract period a transition period shall be required during which the incumbent Contractor shall continue to provide at the existing contract prices while the incoming Contractor is transitioning over.

(4). Phase Out. In accordance with FAR 52.237-3 Continuity of Services, the Contractor realizes that the services being provided under this contract are vital and must be continued uninterrupted. The outgoing Contractor shall not remove any equipment from the VA facility until incumbent contractor replacement equipment is ready to be installed. The outgoing Contractor shall coordinate transition of equipment / services with the incoming Contractor as

soon as possible, but not to exceed ninety (90) days from date of contract expiration. If additional transition time is required beyond contract expiration, the contractor shall be paid on a pro-rated basis at the prices established for the last period of performance. Prorated monthly rates are based on a 30-day month.

- (5). CPARS. Required registration with Contractor Performance Assessment Reporting System (CPARS).
 - (A). As prescribed in Federal Acquisition Regulation (FAR) Part 42.15, the Department of Veterans Affairs (VA) evaluates Contractor past performance on all contracts that exceed \$150,000, and shares those evaluations with other Federal Government contract specialists and procurement officials. The FAR requires that the Contractor be provided an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement VA uses an online database, CPARS, which is maintained by the Naval Seal Logistics Center in Portsmouth, New Hampshire. CPARS has connectivity with the Past
 - (B). Performance Information Retrieval System (PIRS) database, which is available to all Federal agencies. PIRS is the system used to collect and retrieve performance assessment reports used in source selection determinations and completed CPARS report cards transferred to PIRS. CPARS also includes access to the federal awardee performance and integrity information system (FAPIS). FAPIS is a web-enabled application accessed via CPARS for Contractor responsibility determination information.
 - (C). Each Contractor whose contract award is estimated to exceed \$150,000 is required to register with CPARS database at the following web address: www.cpars.csd.disa.mil. Help in registering can be obtained by contacting Customer Support Desk @ DSN: 684-1690 or COMM: 207-438-1690. Registration should occur no later than thirty days after contract award, and must be kept current should there be any change to the Contractor's registered representative.
 - (D). For contracts with a period of one year or less, the contracting officer will perform a single evaluation when the contract is complete. For contracts exceeding one year, the contracting officer will evaluate the Contractor's performance annually. Interim reports will be filed each year until the last year of the contract, when the final report will be completed. The report shall be assigned in CPARS to the Contractor's designated representative for comment. The Contractor representative will have thirty days to submit any comments and re-assign the report to the VA contracting officer.
 - (E). Failure to have a current registration with the CPARS database, or to re-assign the report to the CO within those thirty days, will result in the Government's evaluation being placed on file in the database with a statement that the Contractor failed to respond.
- (6). Evidence of Insurance coverage. Before commencing work under the contract, the Contractor shall furnish the CO with a certification from his/her insurance companies indicating the coverages for this contract have been obtained and that it may not be changed or canceled without written notice within thirty (30) days to the CO.
- (7). Non-personal services.: The parties agree that the Contractor, all Contractor staff, agents and sub-Contractors shall not be considered VA employees for any purpose.

- (A). Government Inherent Functions: The Contractor and Contractor staff shall not perform inherently governmental functions. This includes, but is not limited to, determination of agency policy, determination of Federal program priorities for budget requests, direction and control of government employees, selection or non-selection of individuals for Federal Government employment including the interviewing of individuals for employment, approval of position descriptions and performance standards for Federal employees, approving any contractual documents, approval of Federal licensing actions and inspections, and/or determination of budget policy, guidance, and strategy.
- (B). No Employee status: The Contractor shall be responsible for protecting the Contractor's staff furnishing services. To carry out this responsibility, the Contractor shall provide or certify that the following is provided for all their staff providing services under the resultant contract:
- (i). Workers' compensation
 - (ii). Health examinations
 - (iii). Income tax withholding, and
 - (iv). Social security payments.
- (C). TORT: The Federal Tort Claims Act does not cover Contractors or Contractor's staff. When a Contractor or a member of their staff has been identified as a provider in a tort claim, The Contractor is responsible for notifying their legal counsel and/or insurance carrier. Any settlement or judgment arising from a Contractor's (or Contractor's staff) action or non-action is the responsibility of The Contractor and/or insurance carrier.

(I). KEY PERSONNEL AND TEMPORARY EMERGENCY SUBSTITUTIONS

- (1). The Contractor shall assign to this contract the key personnel, to include Opticians, Contractors VA Customer Service Representative, point of contact for contract operations, and management personnel who will be involved with the contract, including personnel making site visits, as required in the contract:
- (2). During the first ninety (90) days of performance, the Contractor shall make NO substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the CO, in writing, within 5 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period of the contract, the Contractor shall submit the information required by paragraph (3) to the CO at least 15 days prior to making any permanent substitutions.
- (3). The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the CO. Proposed substitutes shall have comparable qualifications to those of the persons being replaced. The CO will notify the Contractor within 5 calendar days after receipt of all required information of the decision on the proposed substitutes. The contract will be modified to reflect any approved changes of key personnel.