

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

BPA NO.

1. CONTRACT ID CODE

PAGE 1 OF 10 PAGES

2. AMENDMENT/MODIFICATION NUMBER  
0005

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NUMBER

5. PROJECT NUMBER (if applicable)  
None

6. ISSUED BY CODE

36C252

7. ADMINISTERED BY (If other than Item 6)

CODE 36C252

Department of Veterans Affairs  
Great Lakes Acquisition Center (GLAC)  
115 S 84th Street, Suite 101  
  
Milwaukee WI 53214-1476Department of Veterans Affairs  
Great Lakes Acquisition Center (GLAC)  
115 S 84th Street, Suite 101  
  
Milwaukee WI 53214-1476

8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)

To all Offerors/Bidders

(X)

9A. AMENDMENT OF SOLICITATION NUMBER

36C25221R0084

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NUMBER

10B. DATED (SEE ITEM 13)

CODE

FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS** The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 01/19/2022 at 10:00 a.m. local time

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE

 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority)**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Solicitation amendment is to provide answers to vendor questions, attached hereto. The deadline for submission of proposals in response to this solicitation remains 1/19/2023 at 10:00 a.m.

End of Amendment.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

**QUESTION: Is there a dedicated on-site staging area for vehicles waiting to be dispatched at the VAMC to park? If not, could the VA dedicate a space for this contract?**

**GOVERNMENT RESPONSE:** The Performance Work Statement will be changed to read as follows:

**2.4.2** Pickup and drop off at JBVA will typically be at the Ogden Avenue turnaround unless noted otherwise in the instructions provided in the transportation request. The Jesse Brown VA Medical Center will provide five (5) parking garage spots, as a staging area, for Contractor vehicles.

**QUESTION: What performance measures are currently being reported?**

**GOVERNMENT RESPONSE:** There is no active contract under which any “performance measures are currently being reported.” See Sections 13 “Performance Standards,” and 14 “Quality Assurance Surveillance Plan,” as well as “Attachment 1: Performance Requirements Summary” of the Solicitation for performance and quality terms.

**QUESTION: How often in the last year (frequency and duration) has VetRide and/or Vendor Pass not been available?**

**GOVERNMENT RESPONSE:** There were four instances during Fiscal Year 2022 when VetRide was down for a period of time: November 1, 2021 (5 minutes downtime); June 10, 2022 (5 minutes downtime); June 27, 2022 (40 minutes downtime); July 13, 2022 (issue required engineering intervention of unknown duration)

**QUESTION: Can you supply any data regarding frequency of after-hour calls to make bookings or same-day changes for early morning trips?**

**GOVERNMENT RESPONSE:** From January 2022 through November 2022, 276 calls between the Travel Office and SMT vendors were made “after hours,” though there is not data to determine what percentage of those calls were to schedule same-day trips, early morning trips, or to cancel or change trips.

**QUESTION: Can you supply any data regarding the amount of attendant support in section 2.5 that has been requested in the last year?**

**GOVERNMENT RESPONSE:** There are presently 186 Veterans requiring an attendant while another 69 require assistance getting into and out of vehicles. The numbers of Veterans requiring attendant support and the number of trips each requires varies and is subject to change.

**QUESTION: The actual monthly numbers given for transports in 2021 only include the number of trips for sedan and wheelchair. Mileage is only given as a percentage breakdown. In order to more accurately build expenses into a monthly cost more insight is needed into what the actual miles were for 2021 as well as how many attendants were used**

**and deadhead miles. (1) Can we see those data points? (2) Do the actual numbers given for 2021 include transports provided by VTS?**

**GOVERNMENT RESPONSE:** In Fiscal Year 2021, 339,820 miles were attributed to sedan trips under 20 miles and another 77,771 miles were attributed to sedan trips over 20 miles. In Fiscal Year 2021, 188,840 miles were attributed to wheelchair van trips under 20 miles and another 50,482 miles were attributed to wheelchair van trips over 20 miles. See response above regarding number of Veterans currently requiring attendant support. Data provided here and throughout the Solicitation excludes trips provided by VTS.

**QUESTION: (1) Can the solicitation be amended so that a limit in trip miles for long distance trips can be billed under the 1358 in order to account for excess miles? For example, any trip more than 50 miles (or whatever limit is chosen) one way would be billed separately under the 1358 instead of being counted in the monthly numbers. We feel that since everything needs to be bundled under a monthly rate it is impossible to plan expenses for multiple long distance trips should the VA require them.**

**GOVERNMENT RESPONSE:** This is not an amendment the Government is willing to consider. Data provided in the Historical Usage 2021 and Average Mileage per Trip 2021 charts on pages 10 and 11 of the Solicitation shows that approximately 97% of trips are shorter than 50 miles.

**QUESTION: Currently companies performing these services with a 1358 right now will commonly have trips assigned to them in advanced but then later these trips are cancelled and given to VTS. It is then not uncommon for some of those same trips to be given back to the company with little notice. (1) Will this be common practice under the contract? (2) If not, what protections will be put into place given the 60 min cancellation window the VA can exercise under this solicitation? (3) How will the contractor work with VTS? (4) Can VTS take assigned trips prior to them first being given to the contractor to prevent multiple scheduling's? (5) Will VTS have the ability to continue to take trips from the contractor in the same fashion it has with the current 1358 companies?**

**GOVERNMENT RESPONSE:** The VA will negotiate a forward pricing agreement, for any trips in excess of the monthly trip ceiling, after contract award. The facility may enter into forward pricing pricing agreements with more than one vendor, so exclusivity is not assured.

**QUESTION: How and when will the 1358 be negotiated? Prior to contract start date? Will other companies be allowed to have 1358's as well, or will the contractor have exclusivity?**

**GOVERNMENT RESPONSE:** A forward pricing agreement, sometimes referred to as a 1358 agreement, if entered into, will be negotiated directly between the facility and Contractor after contract award. There may not be exclusivity.

**QUESTION: Section 2.4.5 describes the requirement for contractor to assist some patients with maneuvering up or down a maximum of 3 stairs. (1) Is this limited to Veterans that can walk safely? (2) What will be the deciding factors to differentiate between this and someone requiring a higher level of care with personnel trained with a stair chair/evacuation stair chair?**

**GOVERNMENT RESPONSE:** Special mode transportation services are not limited to persons who can walk safely unassisted. In the event a Veteran requires assistance maneuvering up or down a maximum of three (3) stairs, the contractor should determine, on a case-by-case basis, the safest way, which may include a stair chair/evacuation stair chair. Vendors are expected to have trained personnel for stair chair/evacuation stair chair for all trips. If trained personnel suspect that the Veteran cannot be moved safely, they should contact the Travel Office.

**QUESTION: Section 3.1.5 states the requirement to contact all scheduled veterans the day prior to their trip to confirm all information. If Veteran gives conflicting information, do we follow the Veteran or Vetrider in case the transportation department cannot be reached to confirm?**

**GOVERNMENT RESPONSE:** Transportation Coordinators will be available to clarify transport details Monday-Friday between the hours of 8:00 a.m. and 4:30 p.m. Administrators of the Day (AODs) will be responsible for clarifications at all other times. Given the requirement to confirm a day in advance, there will be sufficient time to clarify any conflicting information with either a Transportation Coordinator or AOD, even if the Travel Office is not immediately available..

**QUESTION: Section 3.1.8 describes most trips to take place between the hours of 3am-7pm. Given the contract is for 24/7 transportation, what were the actual number of trips outside of this scope in 2021?**

**GOVERNMENT RESPONSE:** 96 trips were requested during the hours of 7:00 p.m. and 3:00 a.m. between January 2022 and November 2022.

**QUESTION: The solicitation explains in detail the Economic Price Adjustment and how the contracting officer will calculate increasing mileage rates to coincide with fuel prices. Given this solicitation does not allow for miles in the pricing, how (or will) this be applied?**

**GOVERNMENT RESPONSE:** The referenced clause shall read as follows:

## **C.10 VAAR 852.216-72 PROPORTIONAL ECONOMIC PRICE ADJUSTMENT OF CONTRACT PRICE(S) BASED ON A PRICE INDEX (MAR 2018)**

(a) To the extent that contract cost increases are provided for by this economic price adjustment clause, the Contractor warrants that the prices in this contract for any option periods do not include any amount to protect against such contingent cost increases related to fuel costs.

(b) The cost index, for the purpose of price adjustment under this clause, shall be the Energy Information Administration's Retail Gasoline Prices, Regular Grade Conventional Areas, for the Midwest (PADD2) as contained in <http://www.eia.gov/petroleum/gasdiesel/>, as published by the U.S. Department of Energy. All adjustments authorized under this clause shall be made by using the Base Index and Adjusting Indexes, which are published weekly each Monday at 5:00 PM (Eastern Time), or Tuesday if Monday is a holiday.

(1) The Base Index, for the purposes of price adjustment under this clause, shall be the most recent Index published prior to the closing date for receipt of proposals, or the due date for receipt of best and final proposals if discussions are held. This Base Index shall remain constant throughout the life of the contract, including all options.

(2) The Adjusting Index shall be the most recent Index published prior to the date of contract adjustment, as specified in paragraph (f).

(c) For purposes of this clause, it will be conclusively presumed that 15% of the price of all LINS represent the Base Cost of Midwest Regular Conventional Area for vans and sedans, and the resulting Base Cost will be the basis upon which adjustment will be made under this clause. This Base Cost will be used in calculating all adjustments to all LINS. A new Base Cost will be calculated for each option year period based on the new option year prices.

(d) The percentage of the price of the indexed commodity (see paragraph (c)) remains fixed throughout the life of the contract and is not subject to modification under this clause. Any pricing actions pursuant to the "Changes" clause or other clause or provision of the contract, except for this clause, will be priced as though there were no provisions for economic price adjustment.

(e) All price adjustments shall be applicable only to the specific contract adjustment period to which the calculations are made. For every contract adjustment period, new calculations shall be made and new prices determined. Every adjustment during the Base Year shall be based on the original contract prices for that contract year and every adjustment during an option year shall be based on the original contract prices for that option year. The Contracting Officer must make new calculations for each and every contract adjustment period specified in paragraph (f) and at the beginning of each new option year, if different.

(f) Upon the written request of either party, the dates of contract adjustment may be quarterly (1/1, 4/1, 7/1 and 10/1) or monthly, but no more frequently than 30 days after the last requested adjustment. The Contracting Officer shall retain a copy of the Base Index in the contract file and, on each date of adjustment specified herein, obtain a copy of the Adjusting Index. The Contracting Officer shall calculate the adjustment due and shall, within 5 business days, issue a

modification to the contract adjusting the contract or unit price(s). The adjusted contract or unit price(s) shall be effective for all orders placed or services provided after the date of contract adjustment, as specified in this paragraph (f), until the date of the next contract adjustment. If the Contracting Officer fails to act, the Contractor shall request a contract adjustment in writing and any subsequent adjustment shall be retroactive to the applicable date of contract adjustment. The Contractor's entitlement to price increases for a prior contract period (base year or option year) shall be waived unless the Contractor's written request for an adjustment under this clause is received by the Contracting Officer no later than 30 days following the end of the base year for changes applicable to the base year, or 30 days following the end of each option year for changes applicable to that option year. The Government's right to contract decreases for prior contract periods (base year or option year) shall be waived unless the Contracting Officer processes a contract modification no later than 30 days following the end of the base year for changes applicable to the base year, or 30 days following the end of each option year for changes applicable to that option year.

(g) An example of an adjustment calculation is provided herein for informational purposes only.

(1) For purposes of this example, assume that a contract is for special mode transportation services, that price adjustments will be made on the basis of the cost of gasoline, that the cost of gasoline represents 15% of the total monthly price, and that the example contract adjustment is a quarterly adjustment requested on December 5, 2023, and that the contracted monthly prices to be adjusted are January 2024 \$1,000.00 per month, February 2024 \$1250.00 per month, and March 2024 \$1,750 per month.

If the Base Index (the price of gasoline the week prior to receipt of proposals) is \$1.559 per gallon and the price of gasoline at the first date of contract adjustment is \$2.129 per gallon, the calculations for contract price adjustment would be as follows:

Adjusting Index (most recent Index cost of gasoline as of the date of the first adjustment period)	\$2.129 per gallon
Minus the Base Index (Index cost of gasoline as of the date of receipt of proposals)	-\$1.559 per gallon
Equals increase (or decrease) to the Base Index	\$0.570
Divide increase (or decrease) to the Base Index by the Base Index	$\$0.570 / \$1.559 = .3656^*$ (36.56% increase)

January

Base Cost of \$150.00 (15% of \$1,000.00) multiplied by .3656 = \$54.84 unit price increase

\*\*New monthly price following the adjustment is \$1,000.00 + \$54.84 = \$1,054.84 per month

February

Base Cost of \$187.50 (15% of \$1,250.00) multiplied by .3656 = \$68.55 unit price increase

\*\*New Unit price following the = adjustment is \$1,250.00 + \$68.55 = \$1,318.55 per month

March

Base Cost of \$262.50 (15% of \$1,750.00) multiplied by .3656 = \$95.97 unit price increase

\*\*New Unit price following the = adjustment is \$1,750.00 + \$95.97 = \$1,845.97 per month

\* This figure shall be rounded to the fourth decimal place. When the fifth decimal is 1 to 4, the figure shall be rounded down, 5 to 9, rounded up.

\*\* The unit price adjustment shall be rounded up or down, as above, to match the number of decimal places in the original proposal.

(2) For subsequent contract adjustment period, all calculations would be based on the original contract monthly price for that adjustment period and the original Base Index Price (in this example \$1.559 per gallon). If the price of gasoline goes down during the subsequent adjustment periods to the original Base Index price of \$1.559 per gallon, the adjusted contract price for that adjustment period would return to the original contract price (there would be a zero percent increase or decrease to the Base Cost and thus no change to the original contract monthly price for that contract adjustment period). The Contracting Officer would then issue a contract modification returning the contract price from the adjusted price to the original contract price for that adjustment period.

If, on the other hand, the price of gasoline actually went below the Base Index price, say to \$1.449 per gallon, and the monthly prices contracted monthly prices to be adjusted are April 2024 \$1,675.00 per month, May 2024 \$1,600.00 per month, and June 2024 \$1,525 per month the calculations for the subsequent economic price adjustment period would be as follows:

Adjusting Index (most recent Index cost of gasoline as of the date of the second adjustment period)	\$1.449 per gallon
Minus the Base Index (Index cost of gasoline as of the date of receipt of proposals)	-\$1.559 per gallon
Equals increase (or decrease) to Base Index	(\$0.110) (a negative \$.11)
Divide increase (or decrease) to the Base Index by the Base Index	(\$0.11) + \$1.559 = (.0706) (7.06% decrease)

April

Base Cost of \$251.25 (15% of \$1,675.00) multiplied by

\*\*\*New Unit price following the

(.0706) = (\$17.74) unit price decrease

adjustment is \$1,675.00 minus  
\$17.74 = \$1657.26 per month

May

Base Cost of \$240.00 (15% of \$1,600.00) multiplied by  
(.0706) = (\$16.94) unit price decrease

\*\*\*New Unit price following the  
adjustment is \$1,600.00 minus  
\$16.94 = \$1,583.06 per month

June

Base Cost of \$228.75 (15% of \$1,525.00) multiplied by  
(.0706) = (\$16.15) unit price decrease

\*\*\*New Unit price following the  
adjustment is \$1,525.00 minus  
\$16.15 = \$1,508.85 per month

(3) At the start of the first option year, the Contracting Officer shall recalculate each monthly price for that option year based on any changes in the price of gasoline. Assuming the Contractor's proposal price per month to be adjusted for the first option year was \$1,125.00 per month (this example presumes a consistent monthly price, though that may not be the case), the new Base Cost for gasoline would be 15% of \$1,125.00, or \$168.75 (note that the original percent attributed to fuel cost from paragraph (c) (15%) stays constant throughout the life of the contract), but the Base Cost would change if the option year contract price changes. If the Adjusting Index for gasoline at the start of the first option year was now up to \$1.899 per gallon, the new first option year price would be calculated as follows:

Adjusting Index (most recent Index cost of gasoline as of  
the first day of the first option period

\$1.899 per gallon

Minus the Base Index (Index cost of gasoline as of the date  
of receipt of proposals

-\$1.559 per gallon

Equals increase (or decrease) to the Base Index

\$0.340

Divide the increase (or decrease) to the Base Index by the  
Base

$\$0.34 + \$1.559 = .2181$

(21.81% increase)

Base Cost of \$168.75 (15%\* of \$1,125.00) multiplied by .2181  
= \$36.80 unit price increase.

New Unit price for the first  
option year is \$1,125.00 +  
\$36.80 = \$1,161.80 per  
month

\* Note that the percentage remains constant (15%) but that the Base Cost has been increased for the first option year, since the Base Cost is a percentage of the first option year unit cost per month (\$1,125.00 in this sample), and the unit cost per month has increased in this sample for the first option year from \$1,125.00 to \$1,161.80. All economic price adjustment calculations made during that first option year would be based on the original first option year proposal price (\$1,125.00 in this sample, though each month would be calculated separately if prices were not the same each month).

(h) Price adjustments pursuant to this clause, which shall be made by contract modification issued by the Contracting Officer, shall show the Base Index (see paragraph (b)(1)), the Adjusting Index, the Base Cost (see paragraph (c), the mathematical calculations used to arrive at the adjusted contract unit price, and the effective date of the adjustment.

(i) In the event that Department of Energy discontinues, or alters substantially, its method of calculating the Index cited herein, the parties shall mutually agree upon an appropriate substitute for determining the price adjustment described herein. If the Contracting Officer determines that the Index consistently and substantially fails to reflect market conditions, the Contracting Officer may modify the contract to specify use of an appropriate substitute index, effective on the date the Index specified herein begins to consistently and substantially fail to reflect market conditions.

(j) Any dispute arising under this clause shall subject to the “Disputes” clause of the contract.

(End of Clause)

**QUESTION: 2.12.1 The Contractor shall use VetRide and VendorPass or their VA-approved successors, if VetRide is use, will the VA provide the necessary training or the Vendor?**

**GOVERNMENT RESPONSE:** The VA, with the support of VetRide developers, will ensure the Contractor receives the necessary training for the VetRide portal and tools. Additionally, VetRide provides helpdesk services for non-training issues.

**QUESTION: 3.1.11 states The Contractor is required to wait a minimum of 15 minutes. Also in 4.4.2 , it also states, The Contractor is not expected to wait more than 20 minutes for this communication between VA and Veteran. Is this an addition wait of 20 minutes to original 15 minutes?**

**GOVERNMENT RESPONSE:** 3.1.11 refers to a situation where the Contractor has not made contact with the Veteran in the first 15 minutes after arrival. Upon the passage of 15 minutes, the Contractor shall attempt to make contact with the Veteran.

4.4.2 refers to a situation where a Veteran refuses transport. When a Veteran refuses, the Contractor shall contact the JBVA Travel Office immediately so that the Travel Office can verify appointment and communicate with the Veteran. The 20 minute wait time here refers to the time between the call to the JBVA Travel Office and resolution of the refusal.

These are separate scenarios. In the event that both scenarios apply, a Contractor waits 15 minutes, contacts the Veteran, and the Veteran then refuses transport, both the 15 minute wait time for the veteran and the additional 20 minute wait time after contacting the Travel Office apply.

**QUESTION:** Within **B.2 PRICE SCHEDULE:** The contractor may, but is not required to, perform monthly trips in excess of the monthly trip ceiling, but the contractor will not be paid additional compensation for these excess trips if performed under this contract. if both parties agree, provision of trips that are in excess of the monthly trip ceiling amounts may be authorized outside this contract and paid for by the VA under a “1358 Obligation” as permitted in accordance with Department of Veterans Affairs Financial Policy Vol. II Chapter 6..... when will the contractor be able to negotiate payment for any excess trips over the monthly ceiling?

**GOVERNMENT RESPONSE:** The VA will negotiate a forward pricing agreement for any trips in excess of the monthly trip ceiling after contract award.