

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE 1 OF 6 PAGES

2. AMENDMENT/MODIFICATION NUMBER
0001

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NUMBER

5. PROJECT NUMBER (if applicable)

6. ISSUED BY
CODE
Department of Veterans Affairs
VISN 7 Network Contracting Activity
501 Greene Street
Hatcher Building - Suite 2
Augusta GA 30901

36C247

7. ADMINISTERED BY (If other than Item 6)

CODE 36C247

Department of Veterans Affairs
VISN 7 Network Contracting Activity
501 Greene Street
Hatcher Building - Suite 2
Augusta GA 30901

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

To all Offerors/Bidders

(X)

9A. AMENDMENT OF SOLICITATION NUMBER

36C24723Q0215

9B. DATED (SEE ITEM 11)
01-17-2023

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.

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 _____ 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 Amendment is to post received Questions and Answers. All other terms and conditions shall remain unchanged.

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)

Quentin L. Deloney
Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

Questions and Answers

Q1: Will the Period of Performance be adjusted, as it reads 15 JAN 2023 for the Base year? This may seem a bit obvious, but we must ask the question for due diligence as the RFQ is due 20 JAN 2023?

A: Yes, the PoP will reflect the actual award date

Q2: What are the GOV's plan for site visits? We did not see any provisions for site visits, and contact info to conduct these?

A: No site visits will be held

Q3: The RFQ lists Jacob Tackett as the POC yet no phone number to call, coordinate a site visit?

A: No site visits will be held

Q4: The GAS list on RFQ Page 6 of 72 has quantities exceedingly low, considering that RFQ states on Page 5 of 72: Paragraph 2 "BACKGROUND" that the CAVHCS is a "LARGE FACILITY?" Given this is for (2) VAMCs, are these quantities Monthly Quantities, or Annual? Either way, the quantities are very low given two VAMCs?

A: The amount listed is number of cylinders required to be on-site at all times.

Q5: The Cylinder Quantities depicted on Page 6 of 72 are all rentals? There are not costs for filling the Cylinders. In a previous Q&A, the GOV stated to "include the cost of filling gas in the rental." Respectfully, this is not how the MED CYL business works in that we request clarification, here is why this proposed method cause the GOV to pay too much:

If the cost per item is inclusive of Cylinder Fills and Rentals, "all in one price," this is not only NOT DONE anywhere within the VA procurement system because if the CAVHCS wants to "include the rental and the cylinder all in one price," then for example" if n individual cylinder incurs (for example a single E Oxygen CYL) being filled once, is subsequently used, then returned to the contractor, and is then refilled, ordered & delivered again – the GOV is paying monthly rental each time the cylinder is filled. In practical terms, this means this specific cylinder is used (called "turned") 3 times in a calendar month – the GOV IS PAYING THREE TIMES THE MONTHLY CYLINDER RENTAL for

that same cylinder, that was filled three times but was residing in either facility for portions of a calendar month. Specifically, Monthly rental is calculated on

End of Month Balances, the GOV is overpaying the Monthly Rental by three times, multiply that by 300 CYLs per month (as an example) – this is grossly overpaying Cylinder rental. Given this example, the GOV should be paying for the cylinder to be filled three times, but on one Monthly rental.

A: There is no change to the requirement or how it is outlined.

Q6: Would the GOV consider separate CLINs for CYLINDER FILLS, and monthly rental costs as per CYLs falling into one of the Categories below(called rental groupings – works extremely well and easy to track, and is done in several Facility and VISN wide contracts):

CYLINDER RENTAL GROUPINGS					
CLIN	DESCRIPTION OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0000	Monthly Cylinder Rental - GAS CYLINDERS: SIZES A, B, C, D, & E CHARGED MONTHLY	1	CYL	\$1.00	\$1.00
0000	Monthly Cylinder Rental - GAS CYLINDERS: <u>OTHER THAN</u> SIZES A, B, C, D, & E CHARGED MONTHLY	1	CYL	\$1.00	\$1.00
0000	Monthly Cylinder Rental - WALK-O2-BOUYS - (WITH REGULATOR SIZE E)	1	CYL	\$1.00	\$1.00
0000	Monthly Cylinder Rental - WALK-O2-BOUYS - MRI COMPATIBLE (WITH REGULATOR SIZE E)	1	CYL	\$1.00	\$1.00
0000	Monthly Cylinder Rental - LIQUID CONTAINERS (PORTABLES) <u>LESS THAN</u> 160LTR CAPACITY	1	DEW	\$1.00	\$1.00
0000	Monthly Cylinder Rental - LIQUID CONTAINERS (PORTABLES) <u>GREATER THAN</u> 180LTR CAPACITY	1	VGL	\$1.00	\$1.00
0000	Monthly Cylinder Rental - 6000 PSI CYLINDERS (High Pressure)	1	CYL	\$1.00	\$1.00

A: There is no change to the requirement or how it is outlined.

Q7: Page 6 of 72 states:

- b. The Contractor shall respond to all emergency service calls within 2 hours.
- c. The Contractor shall respond to non-emergency service calls within 24 hours or the next business day.

This requirement is not doable/reasonable. A vendor can respond telephonically within 2 hours of an authorized EMERGENCY DELIVERY REQUESTS (rendered by an authorized ordering officer) within two hours. No vendor can respond/deliver within two hours.

A vendor can deliver an Emergency Order within (NLT) 24 Hours (standard Emergency Delivery Protocol with the VA Nationwide), yet each delivery is normally

delivered as per the SOW (on Fridays for example) or in response to an authorized order. The NLT 24 Hour Delivery is for EMERGENCY DELIVERIES only (standard Protocol Nationally), when the requirement is for weekly deliveries (page 5 of 72), on Fridays.

A: There is no change to the requirement or how it is outlined.

Q8: Page 8/9 of 72 – Please provide the rationale for the GOV requiring Identity Theft Insurance and a liquidated damages of \$37.50 per individual for Credit protection? Please delete as this is not applicable to a Medical Gas Contract?

A: This is a requirement from our VA Security guidelines and must be included in all contracts.

Q9: Please clarify the INVOICE requirement, i.e., are these consolidated Monthly Invoices for both Rental and Cylinder Fills? A rental invoice must be calculated on a Calendar month.

A: Invoices will be submitted monthly in arrears. Invoices will be itemized based on the number of cylinders replaced each month.

Q10: Is the PO a certified PO (“C” PO), whereas Cylinders and Rentals are on one invoice funded by one PO?

A: This is correct, cylinder rental and gasses included under a single line item.

Q11: We did not see VAAR 852.219-78 “Certificate of Compliance” required – isn’t this required? Specifically, the offeror must state they take possession/responsibility of the item (product, in this case Medical Gas a prescription drug, as well as perform 50% of the Contract work)? Can the GOV add this in via amendment? Isn’t this exactly what Page 50 of 72, Paragraph 5 is asking?

A: This clause is no longer in the VAAR. Further this is only required if the solicitation is set aside for only SDVOSB or VOSB concerns or under sole-source requirements to SDVOSB/VOSB. This solicitation is set-aside for Small Business concerns. Paragraph 5 to the 52.212-1 Addendum will be removed.

Q12: Please confirm if the Prime Contractor is responsible for all Federal, State, and local licenses/permits? We did not see this in the RFQ – the salient point is given the Certificate of Compliance requirement, the Awardee (Prime Contractor) must be licensed to distribute Medical Gases (as the accountable entity to the GOV),
COMMENT: Please see recent Medical Gas Protest provided in Texas validating what we are asking?

A: This is correct, the Prime Contractor must be compliant with all federal and state requirements.

Q13: Please provide the rationale for NOT having this procurement an SDVOB Set Aside, our firm is clearly “one of the required two,” was there not another SDVOB to respond to the GOV’s Sources Sought to meet the “rule of two?”

A: Rule of two was not met and it was decided to solicit for competition under a Small Business set-aside.

Q15: Please confirm the GOV’s rationale for providing a quote on Company Letterhead when an SF1449 is provided? Is this correct, if so, it is highly unusual to have a separate document other than a signed SF1449?

A: This requirement is inserted in the event that the SF1449 is not used to submit a quote. If the SF1449 Solicitation document is used, then it is not required.

Q16: The EVALUATIONS (Page 51 of 72) states PRICE is the only evaluation factor, then the paragraph goes on to state:

(b) The following factors shall be used to evaluate quotations: Price. Award will be based on Lowest overall Price.

(1) Price

(c) Evaluation Approach. The Government will evaluate quotations using the comparative evaluation process outlined in FAR 13.106-2 (b) (3), where quotations will be compared to one another to determine which provides the best benefit to the Government. The Government reserves the right to consider a quotation other than the lowest price that provides additional benefit(s). Quotations may exceed minimum requirements of the solicitation. The Government reserves the right to select a quotation that provides benefit to the Government that exceeds the minimum requirements of the solicitation but is not required to do so. Each response must meet the minimum requirements of the solicitation. The Government is not requesting or accepting alternate quotations. The evaluation will consider the following:

(1) Price: The Government will evaluate the price by adding the total of all line item prices, including all options. The Total Evaluated Price will be that sum.

A: The only “technical” item is if they vendor can meet the requirements of the Statement of Work. By providing a quote, the vendor is confirming this.

Q17: This is very confusing because it appears to be Lowest Price Technically Acceptable, yet the RFQ (under Evaluation Approach) states the evaluation is a comparative analysis to evaluate what is most beneficial to the Government.

A: The only “technical” item is if they vendor can meet the requirements of the Statement of Work. By providing a quote, the vendor is confirming this.

Q18: What are the other factor(s) the GOV will use for a comparative Analysis – normally this is Relevant Past Performance (note: a Prime can only use a subcontractors Past Performance with a letter of authorization/signed agreements to ensure an offeror does not mistake subcontractor intentions/affirmation of the Certificate of Compliance)

A: The only “technical” item is if they vendor can meet the requirements of the Statement of Work. By providing a quote, the vendor is confirming this.

Q19: Restated – please clarify the TECHNICAL REQUIREMENT to enable a comparative analysis of bids other than price, as the lowest price may not be the “most beneficial to the GOV” given Technical Capability and Capacity, Certificate of Compliance affirmations, Recent and Relevant Past Performance doing “like work,” as well as performance/planning during/for Pandemics?

A: The only “technical” item is if they vendor can meet the requirements of the Statement of Work. By providing a quote, the vendor is confirming this.