AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.	1. CONTRACT ID CODE	PAGE 1 OF PAGES 24

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NUMBER	5. PROJECT NUMBER (if applicable)
0002	04-22-2026		

6. ISSUED BY CODE 36C776

Department of Veterans Affairs
Program Contracting Activity Central

6100 Oak Tree Blvd, Suite 490
Independence OH 44131

7. ADMINISTERED BY (If other than Item 6) CODE

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

To all Offerors/Bidders

CODE FACILITY CODE

(X)	
	9A. AMENDMENT OF SOLICITATION NUMBER 36C77626Q0016
X	9B. DATED (SEE ITEM 11)
☐	10A. MODIFICATION OF CONTRACT/ORDER NUMBER
	10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [X] 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 _____ 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, [X] is required to sign this document and return one 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 provide the answers to the submitted questions (in their original format, all answers are in bold font), as well as make the following revisions to the solicitation:

1) Remove VAAR 852.215-70 - Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors.
2) Remove VAAR 852.215-71 - Evaluation Factor Commitments.
3) Add RFO 52.219-4 - Notice of Price Evaluation Preference for HUBZone Small Business Concerns.
4) Remove "This requirement is distinct and separate from the option of a website ordering system as referenced on page 6," which is found in Section 1.2 on page 9 of the solicitation.

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)	
		Andrew Schoenecker Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

VENDOR QUESTIONS – RFQ 36C77626Q0016

GENERAL QUESTIONS:

Q1: Will the GOV please provide the VA 2268 and the 2268A required for this procurement?

A1: The VA 2268 and 2268A will not be provided via amendment to this solicitation. Requests for the 2268 may be made in accordance with the Freedom of Information Act (https://department.va.gov/foia/).

Q2: PG 16 of 69 (Section 8.1) requires an orientation meeting for each of the main VA facilities. Is this orientation synonymous with FAR 42.5, the Contracting Officer's Post Award Orientation? Will the Contracting Officer be present at each of these facility meetings to provide any needed clarification/implementation guidance? Please note that there is normally a VISN-level meeting followed by facility-specific meetings on another date.

A2: The FAR section referenced in the question is no longer the controlling regulation, the RFO is now what controls.

The contractor orientation described at SOW paragraph 8.1 will be held simultaneously with the Contracting Officer's Post Award Orientation. The CO will be present in accordance with RFO 42.302(a)(3).

Q3: What is the transition time allotted between contracts/contractors? Transition between contractors is discussed in Section 8 on PG 16 of 69 but no timeline parameters are identified in the RFQ (e.g., 30-60 days).

A3: There is no specific transition time allotted as this depends on a variety of factors including but not limited to if it is Phase-in, Phase-out, the incoming contractor, the out-going contractor. The VA expects any transition to be completed in a reasonable amount of time based on the size, complexity, and scope of the transition being performed.

Q4: PG 14 of 69 (Section 7.4) states that *"The Contractor shall provide training to VA staff upon request at no additional cost to the Government. The training shall ensure that VA employees are proficient and able to safely operate medical gas cylinders and appurtenances in the event of equipment change, technology upgrades, and/or any new system/manufacturer specification change."* What are the expectations/parameters for training? The industry standard is to hold a beginning training session for Nurse Educators and warehouse/cylinder management personnel during transition to create an experienced pool of "train the trainers" and then, as required, provide annual sustainment training. Please confirm that phase-in transition training for key staff members and refresher training, as applicable, is the expected training to be provided by the Contractor as any new technology must be addressed situationally but in a timely manner to support Veteran care.

A4: The expectations/parameters for the training are as stated in the solicitation. The training shall ensure that VA employees are proficient and able to safely operate medical gas cylinders and appurtenances in the event of equipment change, technology upgrades, and/or any new system/manufacturer specification change, and the Contractor shall provide this training upon request from the VA. Training can be given by the Contractor at the beginning of the contract if the contractor deems it necessary to ensure that VA employees are proficient and able to

safely operate the contractor's medical gas cylinders. Although training is done at the beginning of the contract, it does not prevent the VA from requesting additional training as needed.

Q5: How is the GOV going to validate that offerors are properly insured for NAICS 325120/221210 – the actual requirement for this work to comply with the RFQ and not just the dollar value threshold listed on PG 11 of 69 (Section 3.1) and on PG 54 of 69 (Section 6) in the RFQ? How do offerors confirm to the GOV that they have the correct type of Liability Insurance? This is important because there are very few underwriters that will insure small businesses for the distribution of compressed gases and why confirmation of the applicable NAICS is being requested, in accordance with paragraph (a) of FAR 52.228-5 – *Insurance Work on a Government Installation* – which is incorporated by reference on PG 45 of 69.

A5: the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting VA's interest shall not be effective-

(1) For such period as the laws of the State in which this contract is to be performed; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

Q6: Page 9 of 69 (Section 1.4) also mentions the potential for organizational restructuring (i.e., combining existing VISNs into consolidated regions/VISNs). Web searches denote VISN 16 and 17 may combine to be a "REGION." How would this affect the RPOC VISN 16 award, since this restructuring is going to potentially occur in 2027? Since it is 2026 now, why would the GOV put a long-term unrestricted contract in place given what the VA is planning?

A6: Any changes to the contract after award, including any potential delivery location changes, would need to be implemented through a bilateral modification, as indicated in section 1.4.

WEBSITE / SECURITY / INFORMATION SHARING QUESTIONS:

Q7: Will the contract resulting from this solicitation include any Controlled Unclassified Information (CUI) – as it pertains to a CMMC certification for federal contractors?

A7: No.

Q8: PG 9 of 69 (Section 1.2) states that *"Contractor shall provide the VA access to their website, which will enable staff to perform the following functions: place orders, view Proof of Delivery*

(POD)/delivery tickets, access cylinder audit results/forms, access current/past cylinder balances, view current and past cylinder rental summaries, and access paid/unpaid invoices. The website shall be accessible via the internet. It shall not interface with any VA information systems. The Contractor is permitted to utilize commercial off-the-shelf products like Microsoft Share Point, Microsoft Power Apps, and/or Microsoft Teams, or other similar products that provide the needed functionalities. The selected platform must receive prior approval from VA." Will the GOV please answer the following questions regarding this required system:

a. How will the GOV evaluate (2) different offerors, where neither can meet 100% of the functionality of this website requirement? For example, if a large business cannot provide online access to download audit forms and real-time/current cylinder balances and a small business cannot provide access to current cylinder balances, please explain how the GOV will consider each offeror. Will neither be found technically acceptable? Will both be found technically acceptable for providing the majority of the required functions? Will the large business be found technically acceptable but not the small business (that may be using an off-the-shelf product like SharePoint and have more limitations than the large business with an established website)?

VA expects any potential offerors to comply with all the requirements listed in section 1.2.

b. The quoted summary of the website requirement includes *"placing orders."* Will the GOV please confirm that placing orders via a commercial off-the-shelf product like SharePoint would include uploading an Order Form signed by an authorized ordering official to the site?

No — placing orders via the commercial off-the-shelf solution does not include uploading a signed Order Form to the site. VA does not require or intend for order placement to involve uploading signed forms within the SharePoint environment.

c. As this is a new requirement for VISN 16, will the GOV please give an example of where in RPOC this type of system requirement is already in use as it's depicted (in its entirety) in RFQ 36C77626Q0016?

Currently there are facilties in RPOC where this type of system requirement is already in use.

Requirements for VISN programs are developed to address emerging needs and may differ from past implementations in other VISNs or earlier versions of RPOC.

d. Will the GOV please confirm its understanding that Proofs of Delivery (PODs), invoices, and rental summaries will not be made immediately available on the website? Due to processing times and availability from suppliers, it will take up to (7) days for PODs to become available for download, and invoices/summaries will be updated monthly, once billed/paid.

VA understands that due to processing times and information availability from suppliers, there may be a delay before certain documents become accessible on the website. Specifically, we acknowledge:

- **Proof of Delivery (PODs) may take up to seven (7) days after delivery to become available for download.**

- **Invoices and rental summaries will be updated on a monthly basis, and will appear once the relevant transactions have been billed and/or paid.**

Please ensure that these timelines are clearly communicated within the website's user guidance, so end users know when to expect updated information. If there are any changes to these processing times in the future, prompt communication with VA will be required.

e. What cyber security compliance does the web portal need to meet for the GOV's handling? Some Microsoft products are considered compliant with current security requirements while others are not (Microsoft Home vs. Microsoft Business, for example). Please clarify. Additionally, does the following section of FAR 52.240-91 (PG 33 of 69) apply to this solicitation specifically or is it a more general inclusion: *"The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002)".*

Per RFO 40.205, RFO 52.240-91 shall be included in all solicitations and contracts.
The clause referenced above —RFO 52.240-91— is now required in all solicitations

f. Is the VA asking the Contractor to utilize SharePoint or another off-the-shelf product to act as a logistics system as opposed to a document repository? Is a site that functions as a document repository acceptable?

VA is not specifically requiring the Contractor to use SharePoint or any particular off-the-shelf product as a logistics system. The main requirement is that the solution meets the functionality outlined in the solicitation.

g. Will the GOV confirm its expectations for an offeror who plans to utilize an off-the-shelf product like SharePoint (e.g., does the VA expect (8) distinct SharePoint pages for each Healthcare System under this VISN 16 opportunity)?

It doesn't necessarily need to be 8 distinct SharePoint pages but it should be organized and easy to locate and differentiate documents for different facilities. Such as all rental invoices for one facility in its own separate folder. As opposed to every rental invoice for every facility in one folder with no way to easily differentiate/sort what facility and the time period they refer to.

h. Is the GOV not considering accessing the Contractor's website/platform to be a direct interface with the VA's information system because it's web-based? Is it not considered a direct interface if accessed via the web from a government computer system? We want to ensure we understand the security measures required for this system.

VA does not consider accessing the Contractor's website/platform from the VA's computers to be a direct interface with the VA's information systems.

i. How is a small organization/company expected to support annual technical training and ongoing user support?

Each offeror is responsible for determining how their organization/company is structured to meet the needs of the solicitation.

Q9: PG 24 of 69 (Section 17) includes the following requirements regarding Information Sharing:

"17.1. If the Contractor uses a subcontractor for any services under this contract and the subcontractor tracks any information or data while conducting any services, then that information or data shall be shared with the VA in its original form. This information or data includes, but is not limited to, cylinder delivery data, cylinder pick-up data, cylinder on hand quantities for specific VA facilities, and cylinder audit results.

17.2. This information or data shall be shared at any time upon request by the VA.

17.3. If the information or data contains any pricing information, then that information may be redacted."

We ask the following questions/make the following requests regarding Section 17:

a. Since any contract exists between the GOV and the awardee, which may be a large or small business, including an SDVOSB, what is the GOV's rationale to ask for this? What is the relevance of this requirement? Please note that it is common for large businesses to have other large businesses/small businesses as subcontractors (for liquid nitrogen and dry ice, for example). Additionally, in Bulk Oxygen contracts, it is extremely common for one large business to buy gas from a competitor (another large business) who is better situated geographically or who has better capacity during a period of increased demand (COVID-19 emergency response, for example). The salient point is that subcontract agreements remain confidential.

b. We ask the GOV to state the legal authority for this requirement given the GOV lacks privity with an awardee's subcontractor and, therefore, is not entitled to request the subcontractor's information, especially "in its original form," which we understand to mean original documentation from a small business' subcontractor/supplier. This requirement is not found in other Medical Gas contracts. Restated, since the contract is between the GOV and the awardee, and not between the GOV and the awardee's subcontractor, please provide the GOV's rationale for including this language.

c. We request removal of this requirement as it is nonstandard and the GOV lacks privity with a subcontractor's contract administration data.

d. **Given these unique requirements and requisite approval authority** – where the requirements in this RFQ are not consistent with current RPOC medical cylinder contracts – can the GOV explain the inconsistency between the RFQ and Section 5 of Presidential Executive Order 14217, *Ensuring Commercial, Cost-Effective Solutions in Federal Contracts?* Section 5 states the following: *"Oversight of Non-Commercial Procurements. (a) Whenever an agency proposes to solicit a non-commercial product or service, the applicable contracting officer shall provide the agency's approval authority with a description of the proposed procurement, which shall include the specific reasons a non-commercial product or service is required, including all market research and price analysis in support of the proposed solicitation for such product or service. The approval authority shall review and approve or*

deny the proposal in writing." **LINK to EO 14217:** https://www.whitehouse.gov/presidential-actions/2025/04/ensuring-commercial-cost-effective-solutions-in-federal-contracts/. What are the specific reasons to warrant Contracting's inclusion of Section 17 in requesting any information regarding a subcontract – whether the subcontract is between two large businesses, a small and large business, etc., when the contract is between the GOV and the awardee?

A9: This question has no bearing on permitting "competition on an intelligent and equal basis." Pathfinder Consultants, LLC B-419509. Any questions asking the VA to explain the rationale for internal acquisition planning decisions are not technical questions that would prohibit an offeror from being able to submit a quote on "an intelligent and equal basis" and will not be answered.

AUDIT / LOU QUESTIONS:

Q10: PGs 21-22 of 69 (Section 13) requires an annual, on-site inventory, which requires the Prime Contractor to incur costs to travel to the facility and conduct an audit with the GOV, but PG 22 (Section 13.11) states that *"annual audits shall be conducted at no cost to the Government"* (a CLIN for additional audits requested by the VA is provided in Attachment D.1). Notably, an Annual Audit CLIN is provided in the current VISN 16 contract under CLINs 0146/1145/2145/3145. What is the GOV's rationale for requiring the Contractor to conduct a total (9) annual audits for (8) VAMCs and (1) HCC at the Contractor's expense, which estimates to about $150,000 in legitimate business expenses (travel, lodging, meals, etc.) for the duration of the 5-year contract, especially when the audits are mandatory in order to meet the SOW and be eligible for award? PG 9 of 69 (Section 1.5) states that *"The estimated quantities for each line item number in the solicitation are estimates only. There is no expressed or implied guarantee that these quantities will be purchased. The actual quantities ordered by the facilities will vary based on the medical needs of each facility. Quantities may increase or decrease based on the volume of Veterans and each facility's medical needs. The contract shall be for the actual quantities as ordered by each VA Health Care facility."* Respectfully, what is the GOV's rationale for not providing an Annual Audit CLIN, as there is no means to forecast/depict costs for items that are not guaranteed? We request the GOV add an Annual Audit CLIN to allow a vendor to invoice for a fixed cost (the annual audit) and not be relegated to a variable reimbursement (the credible means to allocate costs in cylinder estimates in Attachment D.1). Page 22 of 69 (Section 13.4) requires a Contractor Representative POC to be on site for the audit but no funding CLIN is provided for the POC to travel to the site.

A10: No Annual Audit LIN will be added. Any potential offeror knows exactly how many mandatory audits they are required to conduct each year and must work those costs into the overall pricing for the contract based on the LINs listed in the solicitation.

Q11: What is the GOV's rationale for not including facility-conducted internal audits during each contract year? This is important for offerors to understand because it equates to the provision of empirical evidence that invoices are "incorrect" should the VA contest any Loss of Use (LOU) invoices for contractor-owned cylinders lost while in the GOV's possession. A significant amount of the SOW language is dedicated to the GOV attempting to require the awardee to account for cylinders but there is little language of the GOV's responsibility for managing GFE Cylinders and Contractor-owned cylinders while in the GOV possession. Because there is no reference to VA internal audit requirements or VA cylinder management processes describing how facilities will prevent the loss of

Contractor-owned cylinders while in the GOV's possession, can the GOV outline the VISN 16 internal cylinder management program for the facilities?

A11: This question has no bearing on permitting "competition on an intelligent and equal basis." Pathfinder Consultants, LLC B-419509. Any questions asking the VA to explain the rationale for internal acquisition planning decisions are not technical questions that would prohibit an offeror from being able to submit a quote on "an intelligent and equal basis" and will not be answered.

Q12: What is the GOV's rationale for only allowing a 60-day window after the end of an ordering period to conduct all audits for VISN 16 – as stated on PG 22 of 69 (Section 13.11)? Will the GOV modify this requirement to 90 days, allowing for 45 days before and 45 days after the completion of an ordering period? In doing this, the Contractor can schedule the density of the audits prior to the end of the POP so that all Loss of Use documentation is codified prior to the end of the POP, allowing for a clear delineation between LOU for each contract period/option year (or contract transitions). The way it is structured in the RFQ will result in the LOU of cylinders being identified well into the ensuing period or a new contract. Will the GOV allow the Contractor to bill for LOU from an expired contract on a new contract?

A12: This will not be modified. The Contractor is not authorized to bill for items from one contract on another contract.

Q13: PG 22 of 69 (Section 13.7) states that *"The Contractor shall provide the LOU invoice within 15 days of the completion of each cylinder audit via e-mail and the Contractor's website or commercial-off-the-shelf product..."* As the LOU invoice preparation is an involved process and considering the overall inventory for a Healthcare System is not complete until the last CBOC audit is conducted (or sent to the Contractor in the event of the facility performing a self-audit), we request at least 30 days to prepare and submit LOU invoices.

A13: No.

Q14: PG 21 of 69 (Section 13.2) states that *"A cylinder audit may not be required after the final ordering period, see Section 8.4.1."* And the referenced Section 8.4.1 on PG 16 states that *"In the event that the contract replacing this Contract will not be using cylinders owned by the current Contractor or subcontractor, all rental charges shall continue at the last listed price per cylinder type while the VA returns all cylinders being used under this Contract while working to order replacement cylinders on the newly awarded contract. If the VA informs the Contractor that cylinders are ready for return and the Contractor does not come pick up their cylinders in a reasonable amount of time, then the VA is not required to continue paying rent on said cylinders. The VA and the current Contractor will count all cylinders that are returned and compare them to the outstanding rental cylinders. Once the VA determines there are no more of the outgoing Contractor's cylinders present, the final LOU will be determined by comparing all returned cylinders to the last rental statement balances, accounting for both Positive and Negative Variance."* Between these two sections, the GOV is stating that a closeout audit is not required if the incoming and outgoing Contractors are using different suppliers; instead, the GOV will return cylinders over a period of time and then the Contractor will compare those returned cylinders to the most recent rental statements in order to determine LOU. **Please note that LOU can only be determined by a closeout audit at the end of a contract.** Significantly, Section 8.4.1 does not specify a period of time that the GOV has to return cylinders so that LOU can be calculated when *"there are no more of the outgoing Contractor's cylinders present…"* Nor does the

GOV specify what *"a reasonable amount of time is"* for the Contractor to pick up cylinders. No contractor, from a large or small business, would agree to this method of determining LOU where an industry standard closeout audit is not performed, and this is certainly in contravention with Executive Order 14217 – one would not find such language in a commercial bid. What is driving the GOV to not enforce industry standards, especially considering the expenditure of taxpayers' dollars (i.e., the GOV losing Contractor-owned cylinders while in the GOV's possession)? A closeout audit of all cylinders in the facility at a distinct point-in-time is required to determine and calculate LOU. This version of calculating LOU through the ongoing returns of cylinders over an uncertain period of time is rife with potential for errors. **Please revise this section and require a closeout audit at the end of the contract.** Additionally, **Q17** quotes the section where the GOV requires a 15-day turnaround on an LOU invoice, which would be impossible (even with the requested 30 days) with the proposed method in Section 8.4.1. For a VISN-level contract of this size with (8) VAMCs and (1) HCC, a closeout audit is mandatory for all parties involved to have an accurate accounting of cylinders and to provide an LOU invoice in a timely manner. What is the GOV's source/rationale for implementing such noncommercial business practices?

A14: The VA will not change the solicitation for these requests.

This question has no bearing on permitting "competition on an intelligent and equal basis." Pathfinder Consultants, LLC B-419509. Any questions asking the VA to explain the rationale for internal acquisition planning decisions are not technical questions that would prohibit an offeror from being able to submit a quote on "an intelligent and equal basis" and will not be answered.

Q15: PG 22 of 69 (Section 13.10) addresses audit/LOU discrepancies, but what documents/products does the GOV utilize to compare the on-hand cylinder balances being validated in an audit (comparing what is supposed to be in the facility against what is actually found during an audit) in order to address discrepancies? This is relevant as the GOV has no requirement for internal audits and only requires a joint annual audit between the GOV and the Contractor.

A15: This question has no bearing on permitting "competition on an intelligent and equal basis." Pathfinder Consultants, LLC B-419509. Any questions asking the VA to explain the rationale for internal acquisition planning decisions are not technical questions that would prohibit an offeror from being able to submit a quote on "an intelligent and equal basis" and will not be answered.

Q16: The LOU CLINs provided in Attachment D.1 do not account for the replacement costs of specific cylinder types within each provided grouping. For example, CLIN 1063 is for lost cylinder sizes *"A, B, C, D, & E,"* but the replacement costs vary for all cylinders and are dependent on the type of cylinder being replaced. The standard for pricing LOU costs is to include an individual line item for each required cylinder type in order to appropriately price the requirement, rather than grouping cylinders together by size only. If offerors are required to price by size groupings, the price will reflect the highest cost cylinder within that grouping. It is more cost effective for the GOV to provide individual LOU CLINs for each cylinder type for offerors to price. Will the GOV amend the structure of the LOU CLINs in Attachment D.1 in order for offerors to provide the most advantageous price for the GOV with their offers?

A16: No.

Q17: What are the procedures to account for Loss of Use (LOU) costs for contractor-owned cylinders lost while in the VA's possession? There is provided language on PG 22 of 69 (Section 13.12) in the RFQ stating that *"The COR will ensure that the approved LOU invoice is paid in accordance with the Prompt Payment Act,"* but there is no language detailing HOW the GOV will ensure payment is provided (e.g., paid for via separate purchase order?). Restated, how will the vendor arrive at payment procedurally and be reimbursed in a timely manner for any lost cylinders?

- **To protect Contractors who must front these charges with their suppliers in order to continue delivering medical gases, to ensure compliance with the Prompt Payment Act, and to establish accountability procedures for the VA, we recommend including the current LOU verbiage from the VISNs 9/10 Medical Cylinders Contract that does address payment procedures and rental balances being removed once a PO has been issued by the VA (36C77623D0910):**

> Section 7.7.5. of the Statement of Work is replaced with the following:
> The VA and the Contractor shall perform an annual, on-site inventory, of all contractor-provided cylinders to verify the accuracy of the end-of-month balance of rental cylinders on the most recent invoice (see Section 13). Each VA facility will coordinate the taking of this inventory with the Contractor. Contractor representative(s) shall participate on-site in the annual inventory audit with the designated VA personnel. VA is responsible for obtaining access to all pertinent areas for the purpose of counting existing contractor-provided cylinders at the specific VA facility.
>
> - After the inventory audit, if more cylinders are found than indicated on the most recent end-of month invoice, the inventory count shall be increased to that number and shall be the beginning balance for the next monthly rental period.
> - After the inventory audit, if less cylinders are found than indicated on the most recent end-of-month invoice, the inventory count shall be decreased to that number and shall be the beginning balance for the next monthly rental period once the LOU quote provided by the Contractor has been agreed upon and a JIT LOU PO has been issued to the Contractor.
> - The Contractor shall invoice each individual VA facility for the quantity and type of unaccounted cylinders (LOU) noted in the annual inventory audit using the relevant LIN on the Schedule of Items.
> - The quantity and type of cylinders that are LOU shall be removed from the beginning balance for the next monthly rental period once the Contractor has provided a LOU quote for GOV approval, the GOV has agreed to the LOU and the GOV has issued a JIT LOU PO to the Contractor.
> - Once the VA pays the LOU invoice for unaccounted cylinders, those cylinders become VA property (see Section 8.3).

- **Please also note that the following LOU verbiage from the current VISN 16 Medical Cylinders Contract also addresses removing rental balances once an LOU invoice has been paid (36C77620D0017):**

> 16.4. The facility must approve the amount of missing cylinders and are authorized one year time to pay for the audited missing cylinders. Once paid the rental fees are to be removed. If discrepancies ensues, the Contractor must return at a mutually agreed upon date to redo the audit. If the facility is unable to reschedule within 90 days, the facility must honor the audit findings.

A17: The Prompt Payment Act is what is in place to ensure that contractors are paid timely.

Q18: Can the GOV please clarify the applications/implications of the term POSITIVE VARIANCE as there is no such industry term? Where does the term originate from within the medical gas industry, and where did the GOV derive "positive variance" from in formulating an RPOC-specific definition? Please note that this term is not found in the Acquisition.GOV glossary of terms or the Compressed Gas Association terminology, and it's not formally recognized within the medical gas industry as a policy. Please specify where this concept/term was derived for use in a medical gas contract within RPOC.

A18: Positive variance is defined on page 10 of the solicitation.

Q19: What is the relevance of the term "Positive Variance" in reference to offerors formulating their proposal? How does the term apply? If more cylinders are found in an inventory, these should be compared to the monthly summary requirement detailed on PG 15 of 69 (Section 7.5.4), so what is the purpose of emplacing a DEFINITION for Positive Variance when the Compressed Gas Association does not recognize the term in reference to medical gas cylinder audits. Additionally:

a. While it's not a formal definition within the industry, variance, simply meaning a "difference," whether positive or negative when compared to the most recent rental summary, is the reason that audits are required in the medical gas industry, which is a shrinkage industry by nature. As a result, variance is to be expected, especially without proper internal inventory controls implemented by the VA facilities AND established training for VA personnel on how to conduct audits with the Contractor (e.g., where to take the Contractor POC to count cylinders), so please clarify why the VA should expect credit for more cylinders found when the standard within the industry is to adjust rental quantities by the number of found cylinders and only invoice for the lost cylinders?

b. The GOV has not been paying rent on the "found" cylinders and has not been having them filled, so why is a Contractor expected to reimburse the VA via credit (at a loss to the Contractor) when the VA made no initial expenditure for the cylinder? Additionally, the Prompt Payment Act is only invoked for submitted invoices with a funding PO. If the GOV does not provide a PO, a vendor cannot submit an invoice as TUNGSTEN requires a PO number to submit an invoice.

A19: The definition of Positive Variance is found on page 10 of the solicitation. Please review the solicitation carefully and anywhere where the term Positive Variance is used will explain the relevance of the term for this solicitation.

Please note that in the solicitation the term positive variance (lower case) and Positive Variance have the same meaning.

GFE CYLINDER QUESTIONS:

Q20: PG 13 of 69 (Section 6.1) states that *"Upon award of the contract the VA will inform the Contractor of the number of GFE cylinders the Contractor will take to maintain its inventory to account for approximately 30 days of usage for each particular gas for which the VA utilizes GFE cylinders. All GFE cylinders will be labeled with a unique cylinder identifier, colored, and tagged by the VA for identification and tracking purposes. The Contractor shall pick up the cylinders within two weeks after the Contract beginning date of the contract and store them securely at their facility to avoid mixing them in with the Contractor-owned cylinders being processed."* Since GFE cylinders are not ordered (i.e., empty cylinders are picked up and accounted for on a Proof of Delivery/Return of GFEs), the Contractor does not stock additional GFEs at our facility. We only receive, inspect, and return GFEs in the normal rotation of cylinders. Because they are GFE, we can only return what we have picked up to refill. Because GFEs accrue no rental, the Contractor would only track the GFE fills and then bill the aggregate amount monthly, not track GFE quantities. Please answer the following:

a. Please clarify what this section means and/or is requiring of the Contractor as it is unclear and appears as if the SOW is requiring the Contractor to manage the VA's cylinders when this is the responsibility of each respective facility (and such verbiage is not found in any other NAICS 325120 contracts).

b. Do we interpret this language to mean that the GOV expects the vendor's fill plant to stock 30 days' worth of GFE cylinders? Shouldn't this be stored at the facility as on-hand supply for use/cylinder management? Please confirm that it is a facility responsibility to manage, mark, and forecast the need for GFE cylinders and confirm what RPOC's policy is for maintaining on-hand stock? Again, this is atypical and NOT industry practice, hence not aligned to Executive Order 14271.

A20: Yes, the Contractor shall pick up GFE cylinders at the start of the contract and keep them at their facilities. Yes, its the facilities responsibility to inform the Contractor of the number of GFE cylinders the Contractor will take to maintain its inventory to account for approximately 30 days of usage. Yes, All GFE cylinders will be labeled with a unique cylinder identifier, colored, and tagged by the VA for identification and tracking purposes.

Q21: PG 13 of 69 (Section 6.5) states that the *"Contractor shall provide current inventory levels of GFE cylinders at Contractor's facilities, as well as accurate GFE cylinder counts for both pickup and delivery upon each delivery. If the Contractor delivers fewer GFE cylinders than is ordered, then the Contractor shall annotate all backordered/undelivered GFE cylinders on the delivery slip."* What is the GOV's rationale for this requirement? Please note that there is no ordering mechanism for GFE cylinders, nor would vendors be inclined to do this. The Contractor returns GFE cylinders based on when they become available for redeployment back to the facility, but it is the facility's responsibility to manage PAR levels internal to the facility, hence it may require a facility to buy more cylinders in order to have on-hand availability. The place to conduct what the SOW is identifying is the hospital's storage cage(s) so that the facility knows exactly what they have available/control over.

A21: This question has no bearing on permitting "competition on an intelligent and equal basis." Pathfinder Consultants, LLC B-419509. Any questions asking the VA to explain the rationale for internal acquisition planning decisions are not technical questions that would

prohibit an offeror from being able to submit a quote on "an intelligent and equal basis" and will not be answered.

Q22: It appears there is a fundamental misunderstanding on the GOV's part concerning GFE Cylinders as PG 13 of 69 (Section 6.2) states that *"The VA will assemble empty GFE cylinders in a designated pickup area and the OO will issue a delivery order for each type of gas needed in quantities equal to the number of empty GFE cylinders of each type of gas and send it to the Contractor following the process in section 9 of this SOW. The Contractor shall fulfill the order with cylinders from the GFE inventory at their location and exchange each empty GFE medical gas cylinders with a full GFE medical gas cylinder of the same type of gas as indicated in the Delivery Order at the prices listed in the 'Attachment – D.1 Schedule of items'."*

Please confirm that the GOV understands the following regarding GFE cylinder inventory control:

- There is no GFE inventory under the Contractor's control, nor can the vendors be expected to keep one sufficient so that when there is a need for a GFE cylinder, the GOV "places an order" for a GFE cylinder to be delivered from a projected repository of GFE cylinders at the awardee's fill plant.

- The awardee cannot be expected to manage the GOV's cylinders in the same manner as we do our own. What normally happens in these cases is that a contractor-owned cylinder is ordered if the GOV has a shortfall, hence the facility being aware of their needs and the on-hand status of GFE cylinders.

- Please note that the delivering branch is not always the fill plant, hence the "turn time" is based on the production at the facility. It is common to have a one-week turnaround for GFE cylinders. For example, the VAMC Jackson's GFE Oxygen E Cylinders are refilled in Hattiesburg, MS, and the distribution runs are twice weekly (standard in the industry). So, the GOV expecting an Ordering Officer to place an order for GFE cylinders is unreasonable since we can only return filled cylinders for the number that we have received empty.

- Section 6.3 on PG 13 of 69 is reasonable concerning GFE – with the facility managing their own cylinders/GOV property.

A22: There is no question to answer here.

Q23: PG 13 of 69 (Section 6.7) states that *"The final quantity of GFE cylinders lost will be determined at the end of the contract based on what quantities and types of cylinders the Contractor is unable to return. Final payment for lost or damaged cylinders shall be made within 30 days of the end of the contract."* Please confirm how the facilities are going to determine lost GFE cylinders. GFE cylinders are not captured on a Contractor's annual inventory and are not the property of the Contractor; the only billed item for GFE cylinders is refills. As a result, the Contractor will not be able to determine what quantities and types of GFE cylinders are lost. What are the GOV's products/procedures in place to help determine the totals for lost GFE cylinders.

A23: If the Contractor has GFE then based on GFE on starting balances, deliveries and pick-ups (which will be tracked by the Contractor), the Contractor and the VA will be able to tell how many GFE cylinders the Contractor should be returning at the end of the contract.

ORDERING / DELIVERY QUESTIONS:

Q24: PG 20 of 69 (Section 10.3) states that *"All orders shall be delivered in accordance with the delivery parameters set forth at each location found in 'Attachment D.2 – Facility Locations'. It is the responsibility of the Contractor to ensure that each facility receives their orders on the specified delivery dates."* Are the delivery days presented in Attachment D.2 the correct delivery days for each facility? Attachment D.2 has TUES/FRI or MON/WED as the delivery schedule for the majority of the facilities. Please confirm that the delivery days listed in Attachment D.2 are the actual requirement and all vendors are bidding on (2) delivery days per week per facility – with the exception of the VAMC Fayetteville and the Springfield VA OPC, which list WED through FRI as delivery days. Will the GOV please confirm that any high-volume facilities in VISN 16 currently receiving deliveries MON-FRI will now incur emergency delivery fees if deliveries are required outside of the (2) established delivery days per week? We want to ensure the GOV is aware of what the change from 5x per week delivery to 2x per week entails, so please confirm. Attachment D.2 is not operationally aligned with the actual requirements, specifically for (3) facilities that receive orders (up to) 5 days per week. Significantly, offerors are being informed in the RFQ that delivery is only required (2) days per week for most facilities, when (3) of the (8) high-volume users will presumably be told their delivery days will be reduced under the contract resulting from this RFQ. Notably, VISN 16 has (3) of the TOP 50 VAMCs by Bed Size in the US – hence a very high operational tempo – and the RFQ is inconsistent in terms of required delivery days. Did the facilities approve/adjust the delivery schedule between the current contract's operations and this RFQ for the ensuing Period of Performance?

A24: If a facility requests a delivery to be made not on one of their normal delivery days and it is delivered in accordance with section 9.11 and 10.11 of the solicitation then the Contractor can charge an emergency delivery fee.

Q25: How does a vendor address off-schedule deliveries (not on the designated delivery days listed in Q11) that are <u>not the fault of the Contractor</u> when requested by a facility? Off-schedule, weekend, and holiday deliveries are normally Emergency Deliveries as they meet the Emergency Delivery parameters outlined on PG 21 of 69 (Section 10.11), which states that *"Emergency deliveries shall be delivered within twenty-four (24) hours after being placed, including weekends and Holidays. Emergency status is determined by the Government. Failure of the Contractor to remain current with the agreed delivery schedule and requirements does not constitute an 'emergency' for purposes of charging an emergency delivery fee."* Please confirm off-schedule deliveries requested by the VA facilities that are not the fault of the Contractor will be considered as an Emergency Delivery and will incur an Emergency Delivery fee (i.e., days other than the identified delivery days identified in Attachment D.2).

A25: The Contractor is not required to deliver to a facility on a non-regularly scheduled delivery unless it is for an emergency delivery in accordance with the solicitation.

Q26: PG 21 of 69 (Section 11.1) states that *"The Contractor shall provide a written action plan and have protocols in place to ensure compliance with the VA's requirements under the contract, specifically, in the event of a declared National or State Emergency which may impact the Contractor's ability to perform. In the event the plan is implemented, the Contractor shall provide notification of the implementation of the action plan and protocols within 48 hours of any declared National or State Emergency to the CO and COR."* Will the GOV provide any planning factors? We understand this is projective in nature, but we must provide this emergency support, so we ask the following:

a. Please clarify the differences regarding response time parameters between the emergency delivery requirements detailed in Section 10.11 and the above statement in Section 11.1 (i.e., does the 24-hour turnaround requirement change in the event of a declared emergency at the national/state level?).

b. What VISN 16 planning guidance will the VA offer to Contractors for implementing our written action plan (even if post-award)? Will the GOV share the VISN 16 Emergency Response Plan with offerors in order to account for/align with VA specifics when formulating/implementing the Emergency Action Plan, to include time to develop that plan?

c. What are the evaluated RFQ submission requirements for the submission of a written plan? Is the plan due at the time of bid submission without bidding vendors having any prior knowledge/site familiarization? Respectfully, such an Emergency Response Plan derived under these conditions is operationally "hollow."

A26: Emergency delivery requirements found in section 10.11 are completely sep from . NATIONAL OR STATE EMERGENCY, DELIVERY REQUIREMENTS found in section 11. The emergency deliveries referenced in section 10.11 are for 24 hour deliveries. The National or State Emergency delivery requirements found in section 11 are referring to national disasters including but not limited to flood, fire, earthquake, and civil unrest. The written action plan shall be provided if/when a National or State Emergency takes place. The Action plan shall state how the Contractor is working to provide the medical gases. The VA will work with the Contractor in the event of a National or State Emergency to ensure that needed medical gases are provided to the Veteran Patients.

There is no requirement to submit the above referenced plan at the time of the submission of offers.

Q27: PG 20 of 69 (Section 10.2) states that the *"Contractor shall provide access to the scanned copy of the delivery slip to the COR via email and must be made accessible through Contractor's website or commercial-off-the-shelf product, as described in the SOW at 1.2."* What is the GOV's rationale for this repetitive procedure? Why must vendors be required to perform the same task multiple times? The VA facility representative signs for and receives a signed copy of the Proof of Delivery (POD) upon each delivery, which also lists cylinders being returned (including GFE cylinders), but the quoted statement also requires a scanned copy of the POD to be emailed AND to be provided on the website. For single orders, this is not a problem but when scaling this across (9) main locations and subordinate CBOCs, this becomes a data intensive task, especially when the GOV receives/signs for the POD at the point of delivery.

A27: This question has no bearing on permitting "competition on an intelligent and equal basis." Pathfinder Consultants, LLC B-419509. Any questions asking the VA to explain the rationale for internal acquisition planning decisions are not technical questions that would prohibit an offeror from being able to submit a quote on "an intelligent and equal basis" and will not be answered.

Q28: Is Just-in-Time (JIT) ordering part of this RFQ? The SOW makes no mention of JIT (i.e., one funding PO for individual orders, including GFE CYL refills (GFE is not ordered); cylinder rentals being on one consolidated monthly invoice with a separate PO). Please confirm if JIT is expected

under the new contract and add SOW language consistent to the current contract, if applicable. There is reference to "ANSI X12" processing on PG 4 of 69, which is in reference to EDI.

A28: The Contractor is required to fulfill orders from authorized ordering officers on an as-needed basis, ensuring that each order is promptly processed and completed upon receipt in accordance with the SOW.

Q29: Is there any requirement for EDI ordering? Does the awardee have to be capable of EDI? If so, will EDI capability be added as an evaluation metric? Please confirm. Again, Page 4 of 69 mentions "ANSI" processing – which is clearly EDI protocol. If EDI is required of vendors, will the GOV confirm that all VISN 16 VAMCs have established their EDI account with the VA Finance Service Center (FSC)? Should EDI-capable processes be identified in the TECH Proposal?

A29: The primary method orders will be placed on this contract through one of the two methods listed on page 6 of the solicitation. Additionally, on a case-by-case basis, orders may be placed by email or phone when necessary.

CLIN QUESTIONS – ATTACHMENT D.1 SCHEDULE OF ITEMS:

Q30: CLIN 1009 – Air Compressed, USP, 233 CF

a. CLIN 1009 is a duplicate of CLIN 1008, Air Compressed, CGA Type 1, Medical, Size H/K Cylinder, as 233 CF is the same exact size as an H/K.

1008	Air Compressed, CGA Type 1, Medical, Size H/K Cylinder
1009	Air Compresssed, USP, 233 CF

A30: Quote the same if they are duplicates.

Q31: CLIN 1031 – GOVERNMENT OWNED:(GFE) LD 0.3% CM/0.3% ME/21% OX/BAL NI SIZE 200

b. CLIN 1031 is a duplicate of CLIN 1022, (GFE) Lung Diffusion .3% Carbon Monoxide/.3% Methane/21% Oxygen/Bal NI, Size 200, as the ownership, mix %, and cylinder size are all the same.

1022	(GFE) Lung Diffusion .3% Carbon Monoxide/.3% Methane/21% Oxygen/Bal NI, Size 200

1031	GOVERNMENT OWNED:(GFE) LD 0.3% CM/0.3% ME/21% OX/BAL NI SIZE 200

A31: Quote the same if they are duplicates.

Q32: CLIN 1047 – Nitrogen, NF, 230CF, G

c. CLIN 1047 lists 230 CF, which is reflective of a size H/K, not a size G. Therefore, if 230 CF is what is required then this is a duplicate of CLIN 1046, Nitrogen Gaseous, Size H/K Cylinder. If the GOV requires a size G. We recommend removing the "230 CF" from the description.

1046	Nitrogen gaseous, Size H/K Cylinder
1047	Nitrogen, NF, 230CF, G

A32: Quote the same if they are duplicates.

EVALUATION QUESTIONS:

Q33: What is the GOV's rationale for not issuing a Sources Sought notice – in accordance with the Veterans First Contracting Program – to confirm if there were (2) SDVOSB firms interested in responding instead of soliciting this opportunity on an unrestricted basis? Significantly, the incumbent contractor is an SDVOSB with positive CPARS, to include assisting the VISN throughout the COVID 19 Pandemic Response, and the last Sources Sought for VISN 16 was posted (17) months ago, prior to (2) canceled bids.

A33: This question has no bearing on permitting "competition on an intelligent and equal basis." Pathfinder Consultants, LLC B-419509. Any questions asking the VA to explain the rationale for internal acquisition planning decisions are not technical questions that would prohibit an offeror from being able to submit a quote on "an intelligent and equal basis" and will not be answered.

Q34: PG 68 of 69 in the RFQ (FAR 52.212-2 Evaluation) states that *"The Government will award a single award Indefinite Delivery, Indefinite Quantity Contract resulting from this solicitation to the responsible quoter whose quotation conforming to the solicitation is the lowest-price technically acceptable quote."* What is the GOV's rationale for evaluating on a LPTA basis in awarding work as critical as the distribution of medical-grade oxygen, a prescription drug, to (8) veterans' hospitals and affiliated CBOCs across a VISN? Why wouldn't the GOV want to evaluate on a "Best Value/Most Advantageous" basis in order to ensure the VA receives the best possible offer/service, especially considering the size and complexity of a VISN-level contract, instead of just awarding to the offeror with the lowest price that meets the minimum technical requirement?

A34: This question has no bearing on permitting "competition on an intelligent and equal basis." Pathfinder Consultants, LLC B-419509. Any questions asking the VA to explain the rationale for internal acquisition planning decisions are not technical questions that would prohibit an offeror from being able to submit a quote on "an intelligent and equal basis" and will not be answered.

Q35: What are the recent and relevant Past Performance requirements? We did not see the mention of Past Performance submissions/questionnaires under the Part (2) Technical requirements on PG 52 of 69 in RFQ 36C77626Q0016. How will the GOV deem an offeror is technically acceptable without the requirement of past performance submission requirements as an evaluation factor?

A35: As stated in the RFQ, Part (2) Technical Requirements (Page 52 of 69), submission or evaluation of past performance is not required for this procurement, in accordance with RFO Parts 12 and 15 and the solicitation's basis for award.

Past performance will not be evaluated. Technical acceptability will be determined solely by the offeror's ability to meet all specified technical requirements. The VA will review each quote for clear methods and capability as outlined in the evaluation criteria.

Offerors do not need to submit past performance documents unless specifically requested. Please refer to the Evaluation Criteria section for details on how technical acceptability will be assessed.

Q36: How is evaluation being conducted (i.e., is it an evaluation committee chaired by the MIDCON Program Manager)? The bid submission is restricted to the Contracting Officer and the Contracting Specialist, but will there be a summary report of recommendations by multiple committee members?

A36: This question has no bearing on permitting "competition on an intelligent and equal basis." Pathfinder Consultants, LLC B-419509. Any questions asking the VA to explain the rationale for internal acquisition planning decisions are not technical questions that would prohibit an offeror from being able to submit a quote on "an intelligent and equal basis" and will not be answered.

Q37: This is an unrestricted opportunity per the SF1449, and VAAR 852.215-70 is incorporated by reference on PG 45 of 69 of the RFQ. Please confirm how VAAR 852.215-70 – *Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors* – will be implemented in the evaluation of this unrestricted opportunity. Additionally, VAAR 852.215-70 states that *"Eligible service-disabled veteran-owned small businesses offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-Owned Small Business Status evaluation factor."* Please confirm how the GOV defines/qualifies what "full credit" means for an SDVOSB offeror in terms of evaluation factors for this opportunity; the VAAR clause does not specify what "full credit" means or how it's weighted against a large business, for example.

A37: VAAR 852.215-70 is being removed from the solicitation via an amendment.

Q38: FAR 52.219-4, *Notice of Price Evaluation Preference for HUBZone Small Business Concerns*, is not included in this unrestricted solicitation, which is required in all unrestricted opportunities. Please confirm that the GOV will add this clause via a revised RFQ that either lists the clause in full text or incorporates it by reference.

A38: The VA will add this provision to the solicitation via an amendment.

INSTRUCTIONS TO OFFERORS / SUBMISSION QUESTIONS:

Q39: Will the GOV allow offerors to submit their administrative data (SF1449, amendments, contract clauses, contract admin data, etc.) in a separate email from their PRICE (Part 1) submission? PG 52 of 69 requires all contract admin and price data to be submitted in one part/email.

A39: Offerors may submit their quotes in separate emails, as long as all emails are sent simultaneously. Please do not submit parts of your quote on different days; all components must be submitted together.

Q40: Do supporting ENCLOSURES – separate from the list of documents specified as excluded on PG 51 of 69 – count towards the 40-page limit for the Technical proposal? The GOV is asking for quite a lot, including many nonstandard items/tasks that are inconsistent with Executive Order 14271 (to include EVALUATION SUBFACTOR 6, which conflicts with the EO).

A40: Yes, anything separate from the list of documents specified as excluded count towards the 40 page limit. If an offeror thinks specific items must be included but will push their offer over the page limit they can contact Patrick.Gibbons@va.gov with more detailed information on what specific ENCLOSURES the offeror is requesting to include.

Page Limit: The Technical Quote shall be limited to 40 pages (8½" x 11"), excluding: Schedule of Items, licenses/permits, user guides, insurance documents, reseller/authorization agreements, and the RFQ form(s). If the page limit is exceeded, then those pages after page 40 will not be considered.

Q41: PG 53 of 69 (Subfactor 1) states that the Contractor is required to *"Provide a recorded demonstration (video or annotated screenshots), a working URL, and/or controlled demo access showing all required functions…"* with their bid submission (the section goes on to list the required functions such as placing orders, viewing PODs, accessing audits, etc.). Will the GOV please confirm that you are requiring offerors to have the required website or commercial, off-the-shelf product in place and operational at the time of bid submission, before an awardee has been identified and before a contract has been issued? What is the GOV's rationale for this requirement? Why do offerors have to have this in place at the time of bid instead of within an acceptable transition period after award (e.g., a standard 30-60 days that would facilitate the transition of facility-specific functions/needs in support of preventing an interruption in services)?

A41. This question has no bearing on permitting "competition on an intelligent and equal basis." Pathfinder Consultants, LLC B-419509. Any questions asking the VA to explain the rationale for internal acquisition planning decisions are not technical questions that would prohibit an offeror from being able to submit a quote on "an intelligent and equal basis" and will not be answered.

Q42: PG 53 of 69 (Subfactor 2, Section c) states that:

> *"If not the manufacturer: Provide either (i) a draft agreement that will become the signed agreement, or (ii) a signed reseller authorization between the Offeror and manufacturer affirmatively demonstrating authorization to resell the manufacturer's medical gases and rent cylinders to the VA under this contract. The reseller agreement shall:*
>
> *• Exclusively reference contract number 36C77626D0016;*
> *• If submitting a signed resellers authorization, be less than one year old on the date of award; and*
> *• Authorize resale and cylinder rental to VA in all performance states"*

Will the GOV please revise this requirement to allow offerors to present their existing agreements with their manufacturing suppliers? Most small businesses have long-standing agreements with

their nationwide suppliers, and it is unreasonable to ask small businesses to renegotiate those existing agreements in order to address a specific contract number/requirement – which is not the norm for other medical gas contracts across the VA – or to show a recently signed agreement when an offeror has active agreements that were signed prior to one year before the award date. Restated, supplier agreements are long-standing documents that are not renegotiated/resigned with the onset of a new contract.

A42: VA is not requiring any small businesses to renegotiate any sort of long-standing agreements businesses may have with their subcontractors. They simply must update any of their agreements to show that this long-standing agreement is still applicable and applies to this current solicitation.

Q43: PG 54 of 69 (Subfactor 4) addresses the requirement that offerors demonstrate the ability to perform emergency deliveries and specifies that *"If requested, Offeror shall perform a live demo within three (3) business days of Government notice."* Will the GOV please clarify how the Contractor would provide a live demo for the provision of emergency deliveries? What is the GOV looking for in terms of a visible demonstration?

A43: If requested, VA expects the offeror to demonstrate—within three business days—their capability to execute emergency deliveries as described in the RFQ. The live demo should showcase the processes, resources, and systems the contractor will use to fulfill an emergency delivery request. This could include, but is not limited to:

- **A walkthrough of the ordering, communication, and dispatch procedures from receipt of a Government emergency delivery request through completion;**
- **Introduction of key staff involved and their roles/responsibilities in the process;**
- **Presentation or demonstration of any technology, communication systems, tracking, or reporting tools that will be used during the emergency delivery;**
- **If feasible, a simulated or illustrative emergency delivery scenario (virtual or onsite) to show how an actual request would be managed and executed end-to-end.**

VA is seeking to verify that the contractor has the operational capability, readiness, and resources necessary to meet emergency delivery requirements efficiently and reliably.

If further details or format specifics are required for the demonstration, VA will provide additional instructions at the time of request.

Q44: Do large businesses have a submission requirement for a Small Business Subcontracting Plan FAR 52.219-9, as was required in the UNRESTRICTED VISN 15 medical cylinder contract?

A44: Refer to RFO 52.219-9 for submission requirements.

Q45: AWARD ELIGIBILITY OF AN SDVOSB OFFEROR –

a. To ensure uninterrupted delivery of medical-grade gases to the VAMC and to avoid post-award delays that could impact patient care, will the GOV confirm that an SDVOSB offeror is required to submit, **with their proposal submission,** evidence that they currently hold all applicable federal, state, and local licenses required for the distribution and delivery of medical-grade

gases, including gases classified as prescription drugs, as a definitive responsibility criterion – per the Section 6 submission requirement on PG 54 of 69 in the RFQ?

b. Given that medical oxygen and other medical-grade gases are life-sustaining products regulated as prescription drugs, does the GOV intend to limit competition to offerors that are already properly licensed in their home state and the state(s) into which they would distribute and deliver such products at the time proposals are submitted, in order to avoid delays in commencement of performance following award?

c. Will the status of an offerors' license in their home state and all applicable states under VISN 16 be evaluated as a definitive responsibility criterion during the consideration of offers?

d. How will the GOV evaluate a proposal submitted by an offeror that does not possess an active and applicable medical gas distribution license at the time of proposal submission but proposes to obtain or rely upon such licensure after award?

A45: Section 6 on PG 54 of 69 requires that Current FDA/state licenses/registrations are submitted with any offers.

Q46: LICENSING –

Will the GOV please confirm that the required licenses and certifications for the states within VISN 16 are applicable to the SDVOSB offeror (as stated in Section 2.3 on PG 11 of 69) and must be provided at the time of bid submission in the name of the Prime Contractor (and cannot be delegated to a subcontractor), which is required of an SDVOSB offeror in order to comply with the FDA/Code of Federal Regulations to meet the requirements of the Statement of Work in this RFQ (wholesale distribution of medical-grade oxygen/compressed gases where medical-grade oxygen is defined by the FDA as a prescription drug)? Please see below the reference information regarding compliance with the FDA, CFR, and the states within VISN 16:

A46: Yes.

Additional Questions:

As many of the below questions refer to confusion surrounding the following sentence found in section 1.2 on page 9 of the solicitation the VA will be removing this sentence from the SOW through an amendment to the solicitation:

"This requirement is distinct and separate from the option of a website ordering system as referenced on page 6."

The ordering requirements found on page 6 of the solicitation and the requirement to place orders found in section 1.2 are the same. However, if a Contractor needs to use separate systems such as a website to place orders and a COTS product for document retention that is acceptable.

1.1. Will the contractor's proposed internal system referenced on p. 9 of the RFQ be evaluated as part of Solicitation Clause E.13 52.212-2, paragraph (a) Basis of award, under subfactor 2. Technical?

A1.1: Please see pages 53 and 69 to view what items fall under the technical evaluation.

1.2. Will the contractor's website or commercial off-the shelf ordering system referenced on p. 6 of the RFQ be evaluated as part of Solicitation Clause E.13 52.212-2, paragraph (a) Basis of award, under subfactor 2. Technical?

A1.2: Please see pages 53 and 69 to view what items fall under the technical evaluation.

2. If the VA will evaluate the offeror's internal system for award as part of the selection, will the VA review the contractor's internal system on a pass/fail basis, or will it qualitatively review such system?

A2: The technical review for the Contractor's website and/or COTS system will be evaluated on a pass/fail basis.

2.1. If the VA will review the offeror's proposed system on a pass/fail basis, what are the minimum requirements a quoter's proposal must describe to demonstrate that its internal system for ordering, viewing tickets, accessing cylinder audit forms, current/past cylinder balances, and rental summaries is technically acceptable?

A2.1: The Contractor's website and/or COTS system must be able to perform all the functions listed in the SOW.

2.2. Alternatively, if the VA will qualitatively review the contractor's internal system, what aspects will it review?

A2.2: N/A.

3. Will the "(1) Contractor's website or (2) commercial off-the-shelf product" from which the VA will place orders referenced in B.1.6 on p. 6 of the RFQ be evaluated on a pass fail/basis, or will it be evaluated qualitatively?

A3: Pass/fail.

4. If B.3.1.2(a) will be evaluated qualitatively as part of the basis of award, and "is distinct and separate from the option of a website ordering system as referenced on p. 6," what will be the evaluation factors (or sub-factors) considered in the evaluation of the "Contractor's website or commercial off-the-shelf product" referenced in B.1.6 on p. 6 of the RFQ? How will they be evaluated?

A4: N/A.

5. What is the distinction between the "option of a website ordering system" or commercial off-the-shelf product referenced in B.1.6 on p. 6 and the website or commercial off-the-shelf product referenced in B.3.1.2 on p.9 of the RFQ?

A5: The VA will be removing the following sentence found in section 1.2 on page 9 of the solicitation SOW through an amendment to the solicitation:

"This requirement is distinct and separate from the option of a website ordering system as referenced on page 6."

6. Which of the two website ordering systems or commercial off-the shelf products (referenced in B.1.6 on p. 6 and in B.3.1.2 on p.9) is the agency requesting in Section 4.2 on p. 11 of the RFQ?

A6: The Contractor only needs to have one of either the website or the COTS product to perform all the functions and features listed in the SOW. However, a Contractor may use multiple.

7. Which of the two website ordering systems or commercial off-the shelf products (referenced in B.1.6 on p. 6 and in B.3.1.2 on p.9) is the agency requesting throughout Section 9 (including for use in orders described in 9.7) on pp. 17-18 of the RFQ?

A7: The Contractor only needs to have one of either the website or the COTS product to perform all the functions and features listed in the SOW. However, a Contractor may use multiple.

8. How will VA personnel access a contractor's website without using a VA system internet?

A8: VA personnel will be accessing the Contractor's website or COTS product using VA computers.

9. Does the restriction in B.1.6.d.iii for the contractor to only "ensure that the website does not interface with any VA information system" apply equally to both contractor website and "commercial-off-the-shelf product[s]"? Alternatively, does it mean that where an offeror proposes a commercially available off the shelf, that system may interface with any VA information system?

A9: Yes, the requirement to not interface with any VA system applies to both a Contractor's website or a COTS product. Not interfacing with the VA system refers to having to set up a Contractor's website or COTS products directly into the VA system. VA personnel accessing a Contractor's website or COTS product though the internet does not qualify as directly interfacing with VA systems as referenced in the SOW.

10. May the offeror utilize multiple "commercial off-the-shelf" products to satisfy the requirements of the "distinct and separate" system referenced in B.1.6 on p. 6 of the RFQ?

A10: The Contractor only needs to have one of either the website or the COTS product to perform all the functions and features listed in the SOW. However, if a Contractor wants to use multiple systems to satisfy the requirements of the SOW that is acceptable. For example, a Contractor who uses a website to place orders and a COTS product to store all the required documentation.

11. May the offeror utilize multiple "commercial off-the-shelf" products to satisfy the requirements of the "distinct and separate" system referenced in B.3.1.2 on p.9 of the RFQ?

A11: The Contractor only needs to have one of either the website or the COTS product to perform all the functions and features listed in the SOW. However, if a Contractor wants to use multiple systems to satisfy the requirements of the SOW. For example, a Contractor who uses a website to place orders and a COTS product to store all the required documentation.

(End of Document)