

Question No.	RFQ Section/Paragraph no.	Question	Government Response
1	General	Given the number of questions that may significantly impact this BPA and the short timeline set for quotes (March 22) request you extend the proposal deadline to give the bidders at least one week after the answers to these questions are posted.	The solicitation will be extended until 4:00 PM Monday, March 27, 2017 (see Amendment A00002 for details).
2	Pricing	Will this RFP be evaluated on a line item basis, or in total?	Price will be evaluated in accordance with Section E.6.
3	General	Is Past performance going to be evaluated? If not, could you provide rationale?	No
4	Pricing	Will a single award be made, or multiple awards? The J&A appears to contemplate multiple awards	See E.1 Basis of Issuance for details.
5	Pricing	Product 36995 identified under CLIN 0021 as the Simplus Mask - Medium. Product # 36995 is ResMed Climate Line Tubing 6ft.-15 mm. Is that the product you want us to bid? If not, please provide the part number.	The part number is 400476SL (See revised Attachment B ver 1 - Excel Price/Cost Schedule).
6	General	Are bidders required to have a letter authorizing the distributor to sell F&P products to the VA, similar to the Letter of Supply? Authorized distributors use these letters as a way to insure our customers get the full manufactures warranty and we and our customers get timely safety and recall notices	Yes, quoters are required to have letter authorizing the distributor to sell Fisher and Paykel Products to the VA.
7	Paragraph 4	The RFP say "See MSPV Supplier Agreement". Can you provide bidders a copy of the current agreements for the four Prime Vendors?	Copies of the relevant Prime Vendor contract are available from Contract Specialist, (see link for POC: https://www.va.gov/officeofacquisitionoperations/sac/mspvNG.asp)

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8	Page 10, para. 6.0	What MSPV contract terms will flow down to the resulting supplier agreements between the PV and BPA Holder? These terms, if material, could significantly impact on price.	Terms are to be determined in the resultant supplier agreement.
a		Are these flow-down terms the same for all four PVs?	See Government response to question 8.
b		Are the Prime Contractor flow down requirements in the FAR applicable to the BPA holders?	See Government response to question 8.
c		Is the Prime Vendor a Prime Contractor? An agent of the Government to warehouse and distribute product?	Yes, they're the Prime Contractor. The Government wrote a separate contract with the Prime Vendors, to warehouse and distribute products from the BPA Holders.
d		Is a BPA holder a subcontractor?	No
9	General	The RFQ continually references "the contractor", should that term be replaced with "BPA Holder"?	Revise were applicable. See highlighted changes in amendment VA119-17-Q-0222 A00003 for details.
10	Para 3.1 -	This states "The contractor agrees to meet the Trade Agreement Act". Since the solicitation calls for items only manufactured by Fisher & Paykel, please clarify the BPA Holder's responsibilities with regard to the Trade Agreements Act.	The BPA holder agrees to supply products that are TAA compliant. See highlighted changes in amendment VA119-17-Q-0222 A00003 for details.
11	Page 8, para. 8.1 -	Will improved items be added to this BPA sole source?	See paragraph 8.0 Emerging Technology, Product Upgrades or Refresh for details.
12	Page 8, para. 8.1 -	Will improved items be added to this BPA sole source?	See Government response to question no.11.

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13	Page 8, para. 8.2	requires the contractor to ensure that all products offered are "state-of-the-art". Since the Government is specifying these items for delivery, what further assurance is required from the contractor?	Products are current Sleep therapy items. New and improved products that would replace an existing product would be offered as a replacement through this BPA.
14	Page 8, para. 8.5.	If FPH discontinues a product, and the modification is not approved, is the contractor still required to continue to supply these discontinued products?	If the product is discontinued by the manufacturer and there is no replacement, the contractor would not be required to supply a discontinued product.
15	Page 8, para. 8.6.	Please explain the purpose of this requirement on a FFP contract? Can any new FPH products be offered, or are these limited to products that replace discontinued products that are on contract?	The purpose of the requirement is to ensure the latest technology is available to our Veterans. The requirement is limited to products that are replacing discontinued products or as technology develops on previously awarded line items.
16	Page 9, para. 4.1.	The BPA contractor "cannot determine to terminate FPH's production." Suggest this paragraph be modified to reflect that the BPA Holder may offer replacements should the manufacturer discontinue an item.	See highlighted changes in amendment VA119-17-Q-0222 A00003 for details.
17	Page 9, para. 3.1.	Will the VA make this BPA a mandatory BPA for these items?	Yes, this BPA will be mandatory for Prosthetics.
18	Page 10, para. 6.0.	Please clarify the relationship between the BPA holder and the PV.	The BPA holder will provide inventory to VHA's Medical/Surgical Prime Vendors (MSPV). Prime Vendors stock MSPV supplies and fill orders as they are received by VHA facilities.
a		How do the terms and conditions of this BPA apply to purchases made by the PV under a separate PV contract with the contractor?	Your BPA is to establish pricing, delivery, etc., to be used when orders are received by the Prime Vendors.

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b		Do BPA provisions take precedence over a separate PV contract with the contractor? Is the Prime Vendor, by the PV contract, required to give BPA provisions precedence over their standard agreements with vendors?	No
c		What MSPV contract terms flow down to supplier agreements?	See Government response to question 8.
d		Are these agreements subcontracts?	See Government response to question 8d.
19	Page 10 para 7.0		
a		With whom is the BPA holder contracting for Orders:	See Government response to question 21.
i		placed through the MSPV--The PV or the Government?	See Government response to question 21.
ii		placed directly with the contractor—the PV or the Government.	See Government response to question 21.
20	Page 10 Para 7.2-	How are orders placed “directly through a contractor? Should “through” be replace by “with”?	Through means the channel in which the order is being placed (Prime Vendor or BPA holder) to obtain Fisher and Paykel PAP devices and accessories.
21	Page 11 Page 10 Para. 7.3.	Please clarify. This paragraph indicates that “orders placed directly through the contractor may be made via methods to be identified by the contractor.”	At this time Prosthetics is not fully capable of placing orders under MSPV. Until such time, orders will be placed directly with the BPA holder. All orders requiring alternate delivery will be placed directly with the BPA holder through the life of the BPA.
a		Could you give an example of such methods?	fax, email, etc.
b		When does the BPA holder propose the methods?	The methods shall be identified as part of the quote submission.
c		What is the mechanism for identifying these methods?	The BPA holder will identify the mechanisms the field will use to place direct orders with the BPA holder.
d		Are these to be in the technical proposal? Will they be evaluated?	See Government response to question 21b. Not evaluated.

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e		Are these “methods” that the Government will be using? Or are they methods the PV are to use	See Government response to question 21c.
22	Page 12 Para10.4a –	If the BPA Holder is the National Contractor, it would be helpful the either change “National Contractor” to “BPA Holder” or define the term “National Contractor”?	See highlighted changes in amendment VA119-17-Q-0222 A00003 for details.
23	Page 12 para 10.5 -	This requires that alternate delivery procedures safeguard PHI and PII. Are you evaluating an offerors capability and past performance in this area?	No
24	Page 13 Para 12.0.	What is the Agreement period? Please clarify the extension the last sentence with regard to BPA extension	See Section B. 3 PRODUCT DESCRIPTION Paragraph 4.0 PERFORMANCE.
25	Page 13 Para 12.0	Period of Agreement	See Government response to question 24.
a		Period of Agreement. Please clarify whether this extension is unilateral or bilateral.	Any extension is subject to C.8 Option to Extend the Term of the BPA.
b		Is this extension subject to the FAR 13 BPA \$7M ordering limits?	Any extension is subject to in affect under the base period.
c		Are PV orders under this BPA governed by included in FAR 13 ordering limitations?	Orders are governed by and included under FAR 13.
d		Please clarify what will be reviewed or expected with regard to “corresponding discounts”	Government will conducted annually (i.e., one year from the date of award) to determine if it is in the Government’s best interest to continue the performance period of the agreement. This review will include reviewing any discounts offered.
26	Page 13 -	Should the term “contract” be replaced with the term “BPA” (or Order when applicable) throughout this RFQ?	Revised where applicable. See highlighted changes in amendment VA119-17-Q-0222 A00003 for details.

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27	Page 16 –C.5. 6 and 7.	Please clarify on the applicability of these VAAR clauses for orders Through the Prime Vendor pursuant to the PV and BPA Holders commercial agreement?	VAAR clauses are applicable to orders.
28	Page 18 – C.8c.	Please clarify. Our understanding is that this BPA has no “governing FSS contract’	Yes.
29	Page 18 C.10	This SLA fee collected from the contractor appears to violate fiscal law prohibiting the augmentation of an appropriation from private sources. Could you clarify? What is the "Service Level Agreement?" Are appropriations the source of funds for the SLA? Does this SLA authorize collecting a fee from a third party supplier in a competitive acquisition and adding the fee to the resulting product price? If not, what is the authority to do so?	<p>Fiscal law is not being violated nor is there an augmentation of appropriated funds being committed through the usage and reference to Pay.gov. A prime example that follows suit with Pay.gov is GSA where scheduled Contractors remit a fixed percentage of their quarterly contract sales. In this case, the VA customer is obligated through a signed Service Level Agreement (SLA definition provided below)) to pay the Strategic Acquisition Center (SAC) an agreed upon fixed fee based on contract type which is imbedded into the contract's price list. Pay.gov is a government-wide approved portal allowing a third party to remit those fees back to the SAC which strictly constitutes as an administrative duty on the Contractor's end. Pay.gov can always be contacted directly for any specific questions concerning what's allowed and usage: pay.gov.clev@clev.frb.org</p> <p>B. Service Level Agreement (SLA) is defined as an official commitment that prevails between a service provider (SAC) and the customer (VHA,VBA, and etc.). Particular aspects of the service – quality, availability, responsibilities – are agreed between the service provider and the service user on a OAO-SLA.</p>

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30	Page 19 C.10b.	Are the quarterly sales report referenced in para 9.0 the same reports as outlined in C10 b.	Yes
31	Page 19 C.10 b. (1)	What OGAs are authorized to order under this BPA	Federal Government Agencies identified in the MSPV contract.
32	Page 22.	FAR 52.219-27, Notice of SDVOSB set-aside is checked. This is inconsistent with the other information in the RFQ and consistent with VA Policy. There are 4 VIP registered SDVOSBs that have the ability to provide F&P products based on their website.	Check removed.
33	Page 26.	52.212-5(d)- Recommend deleting this clause. If it is not deleted, can the offerors presume the clause is inapplicable given that this is a Part 13 BPA and orders will not be in excess of the simplified acquisition threshold?	No, this is an acquisition for commercial items.
34	Page 30 E.1-		
a		Does the "order limitation" mean that the maximum amount of any order from the PV under this BPA will be \$150,000?	Yes
b		Is the \$7 million dollar limit on BPA's under FAR Part 13 the maximum dollar amount the BPA holder can sell (or the Prime Vendor/Government can order) under this BPA?	A BPA is not a contract; therefore there is no dollar threshold on the BPA. It is merely an agreement between the Government and a vendor that sets forth the terms and conditions that apply to individual orders. Individual purchases under the BPA shall not exceed \$150,000.
c		Page 30, E1 states that the intent of the BPA is to obtain pricing lower than currently available under quoters FSS. Does this mean that all quoters must have an FSS	No

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35	Page 31 Last Para of E.1	Please clarify as to what additional clauses, not included in this RFQ will be included upon issuance of the BPA	There is no expectation that additional clauses will be included.
36	Page 35, E.5 –	The statement that BPA will be issued to the lowest priced technically acceptable offer is inconsistent with language in E.6 that evaluation will be based on the offer that is most advantageous, price and other factors considered. In addition E.5 states:	Language clarified. See highlighted changes in amendment VA119-17-Q-02222 A00003 for details.
a		“Evaluation and issuance will be conducted IAW the requirements of FAR 8.405-3.” Is the use of FAR Part 8 in addition to, or instead of the requirements of FAR Parts 12 and 13?	Language revised. See highlighted changes in amendment VA119-17-Q-02222 A00003 for details.
b		General. “The Government does not anticipate requesting revisions to quotes, so quoters should provide their best price in its response to this SOLICITATION. However, the Government reserves the right to request quote revisions that seek additional price discounts, provide revisions to the technical aspect of the quote, or to clarify aspects of the quote. In the event quote revisions are requested, the Government will not necessarily be seeking revisions from all quoters. The Government will not be conducting "discussions" as defined in FAR Part 15”.	
i		Is this process, which allows the Government to revise technical aspects of a quote and to negotiate with only selected quoters, a VA approved process?	The Government does not revise the technical aspects of a quote, the quoter does. Instead the Government has the option of converging with one of more quoters so that it enhances the Government’s understanding of the quote or help facilitate the Government’s evaluation process.
ii		Is there a VAAR reference for this process?	No

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iii		What is the rationale for determining that such exchanges are not discussions.	This is not a FAR part 15 requirement.
37	Page 35,	Phase 1: Request in Phase 1-Socioeconomic Compliance that evaluation credit for SDVOSB offerors consistent with VA Policy in VAAR 852.215-70 and also provide socio-economic credit in areas where the VA is not meeting its SB goals (i.e. HUB Zone SB and WOSB) be provided added evaluation credit in this factor.	This requirement is VOSB set aside and VAAR 852.215-70 is not applicable.
38	Page 35,	Phase 2. The technical proposal asks for a statement certifying capability to provide products 30 days from date of award, but the SOLICITATION provides 90 days to get agreements in place with the prime vendors. Is the requirement 30 or 90 days?	This action constitutes two separate distinct events. The quoter must first certify capability to provide products quoted within 30 days from award/effective date of the BPA. The BPA holder has 90 days from award/effective date of BPA to establish the supplier agreement with the prime vendor.
39	General	There are 63 pages of requirements in the SOLICITATION, and many of these are complex and require a specific approach to reduce performance risk. Please consider scoring the technical volume for best value, instead of a volume that passes as acceptable merely by restating that the offeror will supply the name brand products that are already contractually required.	This requirement is for the acquisition of commercial items. Lowest Price Technically Acceptable is on the best value continuum.
40	General	General. Many of these products are available on FSS. Did you intend to include them in this open market acquisition, given that the FSS is a priority contract?	Market research was conducted to arrive at the most suitable approach for acquiring supplies identified in this requirement. See brand name justification for additional details.

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41	General	<p>The SAC has previously announced its plans to use a cascading award process for NGPV BPAs for non-FSS items (Mr. Phil Christy, the SAC Associate Executive Director on June 17, 2016 (http://www.amsus.org/wp-content/uploads/2014/05/SAC_Christy_June2016.pdf). Among other benefits, a SAC cascading approach that reflects the VA’s Contracting Order of Priority outlined after Kingdomware and insure the set-aside, if any is at the appropriate level, even if market research missed potential bidders. For example, VA119-17-Q-0222 is planned as a VOSB set-aside with at least four VETBIZ registered SDVOSBs who appear to have the ability to provide the required Fisher and Paykel products based on their website links as shown below:</p>	See Government response to question 40.
		<p>Davie Medical http://www.daviemedical.com/s/search/products/brand/Fisher%20&%20Paykel%20Healthcare</p>	
		<p>First Nation (dba Jordan Reses Supply)</p>	
		<p>http://jrsupplyco.com/search?q=paykel</p>	
		<p>Nezer</p>	
		<p>https://www.nezer.us/medical/about.aspx</p>	
		<p>Sternbild</p>	
		<p>http://www.sternbildinc.com/products.html</p>	

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		<p>Given that at least these four VETBIZ SDVOSBs have the apparent capability to supply the requirements of VA119-17-Q-0222, does law and policy require the solicitation either be set-aside for SDVOSBs, or be restructured to use the cascading approach?</p>	<p>See Government response to question 40.</p>
		<p>A sample VA solicitation using this method stated:</p>	

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		<p>The proposed acquisition will be an unrestricted acquisition. Please note that this Pre-Solicitation notification informs the Small Business Community of the VA's proposed acquisition and its intent to use a cascading method for selection. Construction & Facilities Management will advertise an announcement./Request for SF330s nationwide for locations listed but not limited to Lake Worth, FL, Elwood, IL, Phoenix, AZ, Bushnell, FL, Holly, MI, Bourne, MA, San Antonio, TX, Montevallo, AL, Houston, TX. Cascading Method for Small Business Awards In accordance with FAR Subpart 19 and PL 109-461, award under this solicitation will be made on a competitive basis from a cascading method as defined below who submits a technically acceptable (as evaluated by Technical Evaluation Board), responsive offer (qualified, responsible, and meets minimum technical requirements), with a fair and reasonable price (determined by Contracting Officer), provided that there is adequate competition among such offerors. a) If there is inadequate competition and/or if the offeror does not meet our requirement based on our best value criteria for award to a SDVOSB concern, award will be made competitively to an eligible Veteran Owned Small Business (VOSB) concern. b) If there is inadequate competition and/or if the offeror does not meet our</p>	

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42	General	The J&A Paragraph 5 refers to availability of products from "three top manufacturers" but the J&A only specifies Fisher and Paykel products. Are these intended to be the exclusive products on the MSPV formulary? If not how will other products be acquired going forward? How can this J&S limit the competition in this acquisition to just one manufacturer when there are at least 3 reliable sources? What are the formulas in columns AZ and BA intended to do? Are offerors required to do anything with these columns?	This is brand name solicitation for Fisher and Paykel products.
43	General	Part 13. A BPA is not a binding contract. The RFQ states (Sec. 3.1) that the Government is obligated only to the extent of "authorized purchases actually made." Except in limited circumstances, orders are expected to be placed through the MSPV contract and not the BPA. How is a binding relationship established between the Government and the BPA holder?	BPA is simplified method of filling anticipated repetitive needs for supplies or services by establishing charge accounts with qualified source of supplies. The order become the binding contract. Column AZ should reflect the .5% SLA fee and BA should reflect the total unit price with the SLA fee. See revised Attachment B ver 1 - Excel Price / Cost Schedule for details.
44	General	The total value of a BPA for commercial items may not exceed \$7 million. The estimates for this BPA appear to approach or exceed this capped amount. Has this been considered? If so, how will the Government proceed if the cap is exceeded?	See Government response to question 34b.