

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE
1OF PAGES
82. AMENDMENT/MODIFICATION NUMBER
A000013. EFFECTIVE DATE
10-20-2017

4. REQUISITION/PURCHASE REQ. NUMBER

5. PROJECT NUMBER (if applicable)
None

6. ISSUED BY

CODE

00262

7. ADMINISTERED BY (If other than Item 6)

CODE

00262

Department of Veterans Affairs
Network Contracting Office 22
4811 Airport Plaza Drive
Suite 600
Long Beach CA 90815Department of Veterans Affairs
Network Contracting Office 22
4811 Airport Plaza Drive
Suite 600
Long Beach CA 90815

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

To all Offerors/Bidders

(X)

9A. AMENDMENT OF SOLICITATION NUMBER

36C26218Q0005

X

9B. DATED (SEE ITEM 11)
10-11-2017

10A. MODIFICATION OF CONTRACT/ORDER NUMBER

10B. DATED (SEE ITEM 13)

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 10/24/2017, 1:00 PM PDT.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

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

See continuing pages for the purpose of this amendment.

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

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

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

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

The purpose of this amendment is listed as follows:

1. Extend offer due date from 10/20/2017 to 10/24/2017 at 1:00 PM PDT. Offerors who have already submitted their offers may resubmit not later than the extension date.
2. Change number of parking spaces designated for valet in Section E.1.1(5.3) from 172 to 190 parking spaces.
3. Add applicable contract clauses in Section C as specified in Attachment A.
4. Add applicable provisions in Section E.1 as specified in Attachment B.
5. See Attachment C for answers and/or clarification on questions submitted by interested vendors.

ATTACHMENT A

1. Additional contract clauses under FAR 52.252-2 apply to this acquisition:

- 52.203.16 Preventing Personal Conflicts of Interest (Dec 2011)
- 52.203.17 Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (Apr 2014)
- 52.204-4 Printed or Copied Double-Sided Postconsumer Fiber Content Paper (May 2011)
- 52.228-5 Insurance – Work on a Government Installation (Jan 1997)
- 52.237-3 Continuity of Services (Jan 1991)

2. Additional contract clauses under FAR 52.212-5 apply to this acquisition:

- 52.204-14 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- 52.219-8 Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).
- 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14))
- 52.222-17 Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)
- 52.222-21 Prohibition of Segregated Facilities (Apr 2015).
- 52.222-26 Equal Opportunity (Sep 2016) (E.O. 11246).
- 52.222-35 Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- 52.222-37 Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)
- 52.222-41 Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).
- 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67)
- 52.222-55 Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658)
- 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

ATTACHMENT B

1. Additional provisions apply to this acquisition:

52.204-20 – Predecessor of Offeror (July 2016)

(a) Definitions. As used in this provision--

“Commercial and Government Entity (CAGE) code” means--

(1) An identifier assigned to entities located in the United States and its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it [] is or [] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated “is” in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark “Unknown”).

Predecessor legal name: _____.

(Do not use a “doing business as” name).

(End of provision)

2. Additional provisions apply to this acquisition:

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

Continuation of Attachment B

<http://www.va.gov/oal/library/vaar/>
<http://farsite.hill.af.mil/>

FAR

- 52.204-7 System for Award Management (Oct 2016)
- 52.204-16 Commercial and Government Entity Code for Reporting (Jul 2016)
- 52.204-17 Ownership or Control of Offeror (Jul 2016)
- 52.209-7 Information Regarding Responsibility Matters
- 52.217-5 Evaluation of Options

VAAR

- 852.271-70 Nondiscrimination in Services Provided to Beneficiaries (Jan 2008)

ATTACHMENT C

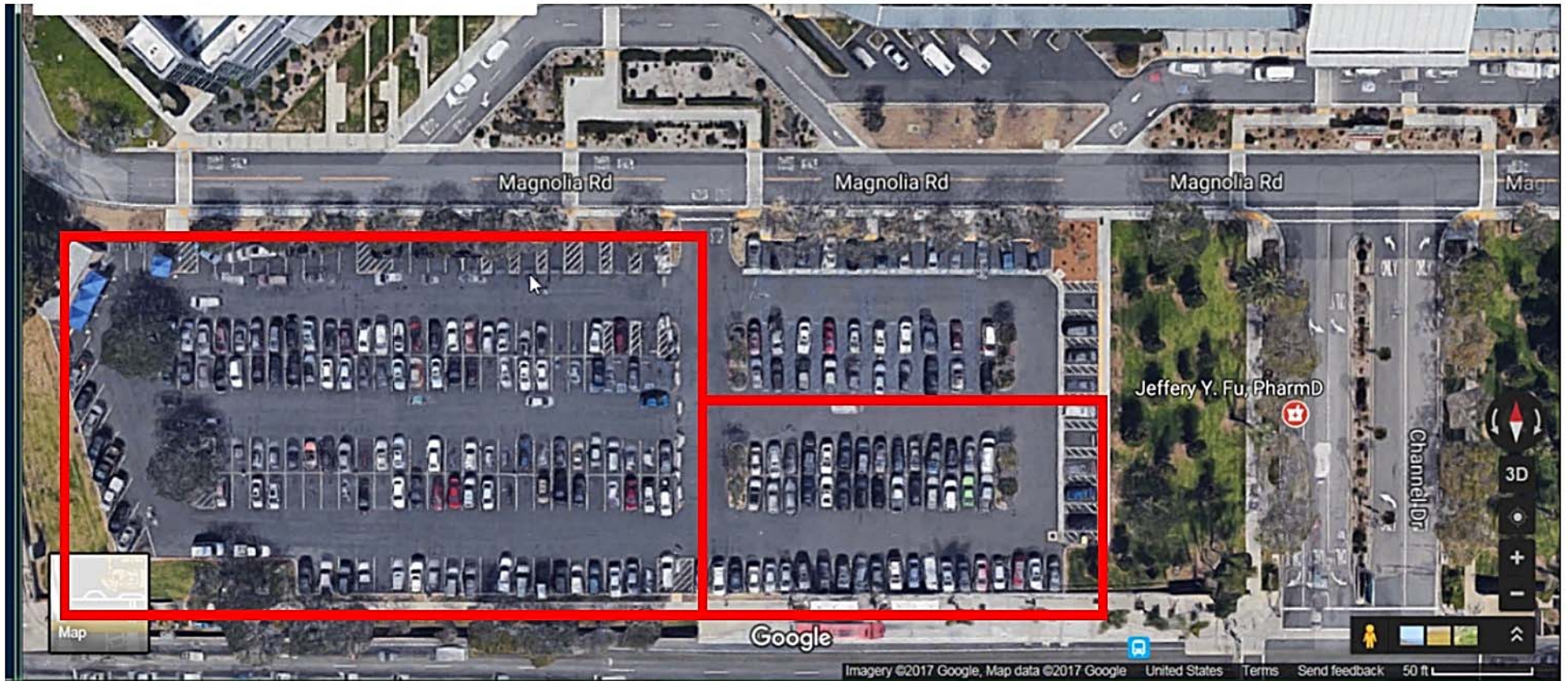
LINE ITEM	QUESTION	ANSWER
1	The question was brought up today about the number of cars parked and the plans to expand the parking lot. With expansion coming the range is going to be more like 475-550.	There are no plans to expand the parking lot.
2	Is this a new requirement, or is there an incumbent contractor? If existing, can you provide me the contractor and award amount?	This is a continuing requirement. The incumbent is VetPride Services Inc.; \$1,222,098.63.
3	Is the trailer that is being used by the current valet company or VA property? Will it remain on-site and be available for the successful contractor to use?	The trailer is Government property and will remain on site for contractor use.
4	Could the operator provide a shed/office for the onsite manager office and storage? This will be located on a pre-approved area. Would the VA provide this shed with electric power for lighting, radios, computer, A/C, etc.?	Depending on the size and prior approval is needed. Electric power is not available.
5	What is the current contract number?	Contract no.VA262-14-C-0048.
6	What is the policy when the valet parking is full?	Contractor shall post the sign that the valet parking lot is full and direct patients/visitors to the self-parking lot.
7	What is the last 12 months contractual price?	\$398,892.21.
8	What is the last 1-month's contractual price?	\$37,191.37.
9	Can the operator number the valet parking spaces?	Yes, upon prior approval from the COR.
10	Can you provide the past results of the 10-minute performance requirement for the last 12 months from the current operator?	Information may be provided to the awardee upon contract award.
11	How many complaints have been filed against the current operator over the last 12 months?	Trends in customer satisfaction may be provided to the awardee upon contract award.
12	What are the current problems and issues with the valet parking?	The Government may share key points of interest with the awardee upon contract award.
13	Why is the contract out to bid?	Current contract will expire.
14	Does the VA feel there is an adequate number of signs or would they like more and where? Are the signs the property of the VA or the current operator? 15.	No, contractor must provide adequate signs. Contractor initially was the owner of the signage. However, over time the VA began to add signage. The signs located on the light post will remain the responsibility of the VA. The signage is the responsibility of the contractor.

Continuation of Attachment C

LINE ITEM	QUESTION	ANSWER
15	Please confirm that the current pay rate for the attendants is and benefits pay rate.	Information not available.
16	How long has the current operator been here?	Three (3) years and six (6) months.
17	From the current Valet Operator, what valet items will stay with the hospital i.e. booth, podium, key boxes, etc?	Booth, podium, key box (all items belong to the VA property). New contractor must provide these items as required in Section B.3(5.5).
18	Is there any upcoming construction in any parking spaces? If so, please provide detail.	None within designated parking valet lot.
19	Is the Valet lot remain the same location (lot C)? Are there any other vehicles outside Valet that use this lot?	Yes, Lot C & D, see attached map. Yes, handicap and hemo-dialysis patients.
20	How many vehicles is the current service provider valeting per day? Please provide a 12 month vehicle history.	See estimated number of vehicles parked per day in Section E.1.1(5.3).
21	The Valet ID identified on page 9, para 3-c is this the ID provided once the valet is cleared to work through the SAC background check identified on page 9 para 6b?	Yes.
22	Page 10 para 6a states all valets must be US citizen. If an employee is cleared through E-verify and have a proper driver license, can they work on this contract as a Valet? If not please specify what is needed and if it is our costs please detail it out.	US citizenship is not required, however all contractor employees must be legally authorized to work in the United States.
23	What is the current staffing schedule?	See normal hours of operation in Section B.3(5.17.1).
24	How many keys are turned over to the hospital each night?	Approximately 20 key sets are turned in each night.
25	Is there a storage area to store operational supplies, cones, podium, etc. If so, please detail the size. If not where can these items be stored?	Yes, in the Government furnished trailer.
26	Please specify the insurance limits that are required for liability, garage keepers, etc.	See FAR Part 52.228-5. This clause applies to this acquisition as stated in Attachment A.
27	Can you provide daily vehicle volume data from the past 12 months?	See estimated number of vehicles parked per day in Section E.1.1(5.3).
28	Can you provide a diagram of the parking lots and clearly specify which areas and how many spaces will be designated for valet use?	See attached map.
29	Do you anticipate any changes to the parking location or configuration?	No changes are anticipated.
30	There was mention of overflow parking on a baseball field. Under what circumstances would we be required to support that? Should we quote for this extra service or would that be a contract modification in the future?	Overflow parking area will not be utilized for the resulting contract.

Continuation of Attachment C

LINE ITEM	QUESTION	ANSWER
31	It was mentioned that Tue & Thu are clinic days. How does that affect volumes?	Daily volumes are unpredictable, contractor must provide appropriate number of employees for responsive and secure valet parking operation, see Section B.3(5.2).
32	Are clinic appointments spread evenly through the day or largely concentrated in the morning?	Clinic appointments vary. Contractor must provide appropriate number of employees as required for consistent, responsive, secure and efficient valet parking operation, see Section B.3(5.2).
33	What are the Insurance requirements?	See FAR Part 52.228-5. This clause applies to this acquisition as stated in Attachment A.
34	E.2 What is the basis for award (LPTA)?	Basis for award is not LPTA. Offers will be evaluated based on price only. In addition, General Standard of Responsibility and Special Standard of Responsibility apply to this acquisition, see Section E.2.
35	What area (lot) will the Valet be in?	Lot C and D, see attached map.
36	Where is the overflow area?	Overflow parking area will not be utilized for the resulting contract.
37	What does the Valet do when the lot is full?	Contractor shall post the sign that the valet parking lot is full and direct patients/visitors to the self-parking lot.
38	Will the Valet intermingle with Patients that are self-parking?	Designated valet parking area will be isolated from all other parking.



The parking spaces inside the red boxes are 190 parking spaced dedicated to valet parking.

Outside the red box are 30 spaces dedicated to self parking in handicapped and hemodialysis.