

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NUMBER
00013. EFFECTIVE DATE
03-24-20264. REQUISITION/PURCHASE REQ. NUMBER
437-26-3-6688-00025. PROJECT NUMBER (if applicable)
437-24-101

6. ISSUED BY CODE

36C263

7. ADMINISTERED BY (If other than Item 6)

CODE

DEPARTMENT OF VETERANS AFFAIRS
NETWORK CONTRACTING OFFICE 23
ATTN: Ben Woehrle
316 ROBERT STREET N, SUITE 506
SAINT PAUL MN 55101DEPARTMENT OF VETERANS AFFAIRS
NETWORK CONTRACTING OFFICE 23
ATTN: Ben Woehrle
316 ROBERT STREET N, SUITE 506
SAINT PAUL MN 55101

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

To all Offerors/Bidders

(X)

9A. AMENDMENT OF SOLICITATION NUMBER

36C26326B0016

9B. DATED (SEE ITEM 11)
03-02-2026

10A. MODIFICATION OF CONTRACT/ORDER NUMBER

10B. DATED (SEE ITEM 13)

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.12. ACCOUNTING AND APPROPRIATION DATA (If required) 437-3660162-6688-854200-3220 23NR3WA30
Purchase Order Number - TBD**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.)

Project Name: Replace UST's & Leak Detection; Project Number: 437-24-101; Location: Fargo VAHCS
POC: Ben Woehrle; Phone: 651-293-3071; Email: Benjamin.woehrle@va.gov

The purpose of this modification is to:

1. Provide the questions and answers to contractor questions and supporting attachments.
2. Provide the site visit agenda.
3. Provide the site visit sign-in sheet.
4. Correct box 13 on SF-1442. Due date for sealed offers is March 31, 2026 at 2:00pm, to match throughout document.
5. Add VAAR clause 852.204-70 and VAAR 852.204-72
6. See attached Summary of Changes.

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)

Eric Reis
Contracting Officer

VA-VHA-RPOC-2023-0101

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

Summary of Changes:

1. Provide the questions and answers to contractor questions and supporting attachments.
2. Provide the site visit agenda.
3. Provide the site visit sign-in sheet.
4. Correct box 13 on SF-1442. Due date for sealed offers is March 31, 2026 at 2:00pm, to match throughout document. This was a user error. The sealed offer due date has always been March 31, 2026. This was missed, but throughout the Sf 1442, and supplementary documents, the March 31, 2026 date was shown.
5. Add VAAR clause 852.204-70 and VAAR 852.204-72

852.204-70 Personal Identity Verification of Contractor Personnel.

As prescribed in 804.1303, insert the following clause:

Personal Identity Verification of Contractor Personnel [MARCH 2026(May 2020)]

- a. The Contractor shall comply with current Department of Veterans Affairs policy for personal identity verification of all employees performing under this contract when frequent and continuing **[physical]** access to VA facilities, **[and/or logical access to VA information and] [VA]** information systems is required.
- b. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing **[physical]** access to VA facilities, **[and/or logical access to VA information and] or [VA]** information system.

[852.204-72, Personnel Vetting and Credentialing. (MARCH 2026) As prescribed in 804.1303, insert the following clause:

Personnel Vetting and Credentialing. (MARCH 2026)

(a) **Definitions. As used in this clause –** *VA Information system* is the same as information system and means, pursuant to 38 U.S.C. 5727, a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information whether automated or manual. *VA sensitive information* means all VA data, on any storage media or in any form or format, which requires protection due to the risk of harm that could result from inadvertent or deliberate disclosure, alteration, or destruction of the information and includes sensitive personal information. The term includes information where improper use or disclosure could adversely affect the ability of VA to accomplish its mission, proprietary information, records about individuals requiring protection under various confidentiality provisions such as the Privacy Act and the HIPAA Privacy Rule, and information that can be withheld under the Freedom of Information Act. Examples of VA sensitive information include the following: individually-identifiable medical, benefits, and personnel

information; financial, budgetary, research, quality assurance, confidential commercial, critical infrastructure, investigatory, and law enforcement information; information that is confidential and privileged in litigation such as information protected by the deliberative process privilege, attorney work-product privilege, and the attorney-client privilege; and other information which, if released, could result in violation of law or harm or unfairness to any individual or group, or could adversely affect the national interest or the conduct of Federal programs.

(b) *General.* Contractor personnel assigned to work for or on behalf of VA must undergo a background investigation commensurate with the risk and sensitivity level designation associated with the work to be performed at the level indicated in the contract. The Contractor and subcontractors shall comply with VA Directive/Handbook 0710, Personnel Security and Suitability Program, which can be accessed at: <https://vaww.va.gov/vapubs/index.cfm>

(c) *Risk and Sensitivity Levels.* The following table identifies the risk and sensitivity levels that apply to any personnel providing services under this contract. *VA Administrations, organizations and staff offices will use the OPM Position Designation Too

Contractor's Statement of Release

The Contractor hereby releases, waives, and discharges the Government from any and all liabilities (direct or indirect), obligations, claims, appeals, demands and requests for equitable adjustment (absent fraud), administrative or judicial, legal or equitable, arising out of, or related to this modification. In consideration of this modification, agreed to herein as a complete equitable adjustment of the contractor's proposal arising under or related to the change(s) identified above, the contractor hereby releases the Government from any and all liability under this contract for further adjustment attributed to the contractor's proposal. All other terms and conditions remain in full force and effect.

END OF SUMMARY.

See attached document: Attach A- Answers to KTR questions.

See attached document: Attach B-Sign in sheet for the UST Project.

See attached document: Attach C- Site Visit Agenda UST leak 1.

See attached document: Attach D Solicitation sf 1442 fixed Box 13.