AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.	1. CONTRACT ID CODE	PAGE 1 OF PAGES 25

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NUMBER	5. PROJECT NUMBER (if applicable)
0005	07-21-2026		519-20-200

6. ISSUED BY CODE

Department of Veterans Affairs
OALC NCO 17
Central Texas Veterans HCS
1901 Veterans Memorial Dr. Building #171
Temple TX 76504

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

Department of Veterans Affairs
OALC NCO 17
Central Texas Veterans HCS
1901 Veterans Memorial Dr. Building 171
Temple TX 76504

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: 36C25726B0006
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 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☐	D. OTHER (Specify type of modification and authority)

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

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

The purpose of this amendment is to provide multiple attachments and provide information on the last page of this solicitation amendment.
There are two inserted attachments, and five separately provided attachments as part of this solicitation amendment.
As described in detail on the last page of this amendment, all bidders bear the responsibility of conforming to the requirements of this 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)	
		Horacio Fernandez Contracting Officer	VA-VHA-RPOW-2026-0001
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

52.212-4 Terms and Conditions—Commercial Products and Commercial Services.

As prescribed in 12.205(b)(3), insert the following clause:

Terms and Conditions—Commercial Products and Commercial Services (Deviation Date)

(a) *Definitions*. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) *Inspection/Acceptance*. See 52.246-12.

(c) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.,* use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) *Changes*. See 52.243-4 or 52.243-5, whichever is inserted in this contract.

(e) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) *Excusable delays*. See paragraph (m)

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*—

> (1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
>
> (2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
>
> (3) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on

the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable;

(D) Contractor point of contact; and

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(5) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by FAR part 33 if–

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a termination for cause.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon—

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*.

(1) **Right to Terminate:** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor. If the Contractor refuses or fails to prosecute the work or any separable part with the diligence that will ensure completion within the time specified in this contract, including any extensions, or fails to complete the work within such time, the Government may, by written notice, terminate the Contractor's right to proceed with the work (or the portion of the work that has been delayed). In such event, the Government may take over the work and complete it by contract or otherwise and may take possession of and use any materials, appliances, or plant located at the work site that are necessary to complete the work.

(2) **Liability:** The Contractor and its sureties shall be liable for any damages to the Government resulting from the Contractor's refusal or failure to complete the work within the required performance period. This liability includes any increased costs incurred by the Government in completing the work, whether or not the Contractor's right to proceed is terminated.

(3) **Excusable Delay:** The Contractor's right to proceed shall not be terminated nor charged with damages under this clause if the delay arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Such causes include, but are not limited to:
(i) Acts of God or of the public enemy;
(ii) Acts of the Government in either its sovereign or contractual capacity;
(iii) Acts of another contractor in the performance of a Government contract;
(iv) Fires;
(v) Floods;
(vi) Epidemics;
(vii) Quarantine restrictions;
(viii) Strikes;
(ix) Freight embargoes;
(x) Unusually severe weather; or
(xi) Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond their control and without their fault or negligence.

To obtain relief, the Contractor must notify the Contracting Officer in writing of the causes of delay **within 10 days** from the beginning of the delay (unless the Contracting Officer extends this period). The Contracting Officer shall determine the facts and extent of the delay; if warranted, the time for completion shall be extended. The Contracting Officer's findings are final and conclusive, subject to appeal under the Disputes clause.

(4) **Wrongful Termination Treated as Convenience:** If, after issuing a notice of termination for cause, the Government determines that the Contractor was not in default or that the delay was excusable, the termination shall be treated as a termination for the convenience of the Government.

(5) **Effect on Other Rights:** This clause supplements, but does not diminish, the Government's rights under paragraph (l) Termination for the Government's Convenience of this provision. The Government shall not be liable for payment for any supplies or

services not accepted, and the Contractor shall remain liable for all remedies available at law or in equity.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. See 52.246-21.

(p) *Reserved.*

(q) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services;

(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) *Unauthorized obligations*.

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other

comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This clause does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(u) *Incorporation by reference*. The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

TECHNICAL QUESTIONS AND RESPONSES TRACKING SHEET

SOLICITATION #: 36C25726B0006

PROJECT TITLE: Big Spring Replace Boilers

#	CONTRACTOR QUESTION	VA RESPONSE
1	Will the contractor or VA provide the temporary boilers?	Per contract documents, the GC is to provide the temp boilers as part of this project.
2	Please confirm the time zone for the virtual bid opening. The Bid Opening section states the virtual bid opening will start at 1:00 PM Central Time, but the tentative schedule lists 1:00 PM MST. Which time zone controls?	**Time Zone: Central Standard Time (CST)** **The public bid opening will be conducted via Microsoft Teams on August 18, 2026, at 1:00 p.m. CST. All interested parties shall email horacio.fernandez@va.gov to request a Microsoft Teams invitation. Requests must be submitted no later than 4:00 p.m. on August 17, 2026.** **Attendance requests submitted after this deadline will not be accepted.**
3	Please confirm the required completion period. SF1442 appears to state 365 days, the SOW states 365 weekdays after Notice to Proceed, and the 100% Design Analysis states the construction duration is listed as 20 months. Which duration controls for bidding and scheduling? Source Reference: SF1442 Block 11/13, Page 1; SOW Time Frame of Completion, Page 11; 100% Design Analysis Section 8.2, Page 29	**DA is provided as a reference, and all information provided therein detailed information used as part of the design development. The SOW is a contractual document and is controlling.**

#	CONTRACTOR QUESTION	VA RESPONSE
4	Please confirm whether the permanent boilers are required to be fire-tube boilers or water-tube boilers. The Price Schedule and specification section identify new packaged fire-tube boilers, while the 100% Design Analysis states the project will replace three existing boilers with three dual-fuel water tube steam boilers. Which boiler type controls? Source Reference: Price Schedule Item 0001, Page 5; Specification Section 23 52 39 Fire-Tube Boilers; 100% Design Analysis Section 1.3.2, Page 7	The basis of design is Fire-Tube Boilers.
5	The 100% Design Analysis includes language stating detailed technical evaluations/calculations had not been conducted and that some elements may require modification as design progresses. Please confirm the issued 100% drawings and specifications are complete and are the controlling documents for bidding. Source Reference: 100% Design Analysis Section 1.2.2.2, Page 7; 100% drawings/specifications dated October 2025	The Design Analysis is a reference and not a contract document. The Contract Documents are the controlling documents for the project, and represent a complete design.
6	The 100% Design Analysis states all 95% review comments were addressed, but Appendix C appears to contain multiple comments marked as still unaddressed or still a concern. Please confirm whether the unresolved Appendix C items are still active requirements/concerns for bidders or whether they have been resolved elsewhere by the final documents. Source Reference: 100% Design Analysis Section 1.9.1, Page 10; Appendix C 95% Comment Response Table	The Design Analysis is a reference and not a contract document. All comments have been addressed and closed out as part of the Contract Drawings.
7	Please confirm the temporary boiler plant controls, burner management systems, and safety devices must meet the same VA safety device testing requirements as the permanent boiler plant, including VHA Directive 1810 and the current VHA Boiler and Associated Plant Safety Device Testing Manual. Source Reference: 100% Design Analysis Appendix C comments regarding temporary boiler controls; Specification Sections 23 05 10, 23 08 11, and 23 52 39	Confirmed. Temporarily Boiler Plants are subject to the configuration and testing requirements as stipulated in the VHA Boiler and Associated Plant Safety Device Testing Manual, Eighth Edition, July 2024
8	Please confirm which edition of the VHA Boiler and Associated Plant Safety Device Testing Manual controls. Appendix C comments state the 8th Edition is current, while some specification comments referenced older editions. Source Reference: 100% Design Analysis Appendix C; Specification Sections 23 05 10 and 23 08 11	VHA Boiler and Associated Plant Safety Device Testing Manual, Eighth Edition, July 2024

#	CONTRACTOR QUESTION	VA RESPONSE
9	Please clarify the required discharge method for temporary boiler blowdown. Appendix C notes concern that routing temporary boiler drain/blowdown to an open trench drain could create unsafe flash steam conditions. Is a blowdown tank, separator, or other closed/approved discharge system required for the temporary boilers? Source Reference: 100% Design Analysis Appendix C comment on PT101 Plumbing Temporary Plan - Waste & Vent; Temporary boiler plumbing drawings/specs	RE: Sheet MT101A, 101B, M501. Yes, per Spec Section 235011. Blowdown Tank Assembly is required and the intent is to connect the trailer mounted blowdown tank assembly drain discharge to (e) blow-down drain piping indirect connection in the trench per Boiler Blowoff Tank Detail. The Blowdown tank is packaged with the trailer mounted boiler and located in the trailer as indicated.
10	Please clarify whether a temporary operator trailer or temporary operator space is required, and whether weather-protected access must be provided between the operator space, existing operations office, and temporary boiler plant. Source Reference: 100% Design Analysis Appendix C comments on GI101/AS101; Drawing GI101 Site Plan; temporary boiler drawings	RE: Sheet MT702, MT101A, B, C, D. A temporary boiler plant Operator Trailer is required. The intent is to provide deck access to trailer door entrances at the trailer deck height elevation. Weather protected access is excluded in this scope of work. Confirm with VA COR.

#	CONTRACTOR QUESTION	VA RESPONSE
11	Please confirm the required quantity and capacity of temporary boilers needed to maintain uninterrupted facility operations during the project, including any redundancy requirements, required operating pressure, and required fuels. Source Reference: Price Schedule Item 0001; SOW Phasing, Pages 7-8; MT-series temporary boiler drawings; Specification Section 23 05 10	RE: Design Analysis Sections 5.1.4 Calculations, Subsection Boiler Demand, Subsection Boiler Replacement Scope Clarification. RE: Sheet MT 101B. The design intent is based upon a reported max demand of approximately 170 BHP and the limitation of trailer space. The temporary boiler plant was reduced from three trailer mounted boilers to two trailer mounted boilers during SD/DD project planning coordination meetings due to site constraints.
12	Please confirm the required combustion air louver sizing and whether louvers must be fixed open or interlocked/proved open before boiler purge/fire. Appendix C notes louver sizing and interlock concerns tied to boiler capacities. Source Reference: 100% Design Analysis Appendix C comment on AS101; Architectural/mechanical louver drawings; VA Steam/Boiler criteria	CLARIFICATION REQUIRED. Design intent is for Louver Size to be 60” x 72” (WxH) in four locations. During the SD/DD planning phases of the project the design intent was clarified for louvers to be fixed open as opposed to utilizing motorized dampers and/or combustion make-up air unit. RE: Sheets M603, M900, AS101, AS200

#	CONTRACTOR QUESTION	VA RESPONSE
13	Please confirm whether final sizes and locations for boiler exhaust stacks, safety valve vents, and other roof penetrations are fully shown in the mechanical drawings, or whether bidders must include design/coordination scope to size these penetrations. Source Reference: 100% Design Analysis Appendix C comment on AS121 Roof Plan; Sheet AS121; mechanical roof/stack drawings	RE: Sheet MP102A, MP102B, MP103A Include scope to field coordinate roof penetration locations, required offsets, clearances. Final roof penetration opening sizes to coordinated with discipline shop drawing submittals for pipe insulation clearances, exhaust fan rough opening sizes, vent/relief pipe penetration support/clearances.
14	Please confirm whether a tray-type deaerator is required by VA criteria unless overhead space prevents it, or whether a spray-type deaerator is acceptable for this project. Source Reference: 100% Design Analysis Appendix C comment on Deaerator Sheets; Specification Section 23 50 11; mechanical drawings/schedules	Spray Type Deaerator is the basis of design to overhead space limitations.
15	Please confirm the required fuel oil atomization method and acceptable burner configuration. Appendix C previously noted Weishaupt pressure atomization concerns and VA low-pressure air atomization requirements. Are only burners compliant with VA specification low-pressure air atomization acceptable? Source Reference: 100% Design Analysis Appendix C burner comments; Specification Section 23 52 39	Per Specification Section 23-52-39, Part 2, Section 2.3 Burner and Fuel Trains, Paragraph G., the basis of design is Low Pressure Air Atomizing System furnished by burner manufacturer. (Cleaver Brooks CBEX or Equivalent) Equivalent manufacturers meeting the performance specification requirements or intent are acceptable.

#	CONTRACTOR QUESTION	VA RESPONSE
16	Please confirm whether bidders should rely on the stated three 200 HP boiler replacement capacity without performing independent steam load calculations. The Design Analysis states full load calculations are excluded, and capacity is based partly on logs and operator input. Source Reference: 100% Design Analysis Section 5.1.4, Pages 20-22	In the absence of steam flow logs captured in five (5) to (15) minutes flow intervals during peak heating season months, the approach per item #11 above was agreed upon and utilized as the basis of equipment size justification.
17	Please confirm the correct project location for the ICRA permit. The ICRA affected area table lists Building 2, Boiler Plant, while the ICRA permit page lists Bldg 1, Boiler Plant. Which location is correct? Source Reference: Attachment 5 ICRA, Table 2 Page 3 and Permit Page 8	**See attached updated ICRA**
18	Please confirm the adjacent area affected. The ICRA identifies Adjacent Area 1 as Building 2 Mailroom, while the PCRA identifies Adjacent Area 1 as Building 1 Mailroom. Which adjacent area controls for coordination and protection measures? Source Reference: Attachment 5 ICRA Table 2; Attachment 6 PCRA Table 2	See attached updated ICRA
19	Please confirm which large-scale PCRA activity hazard analyses/control plans must be submitted by the Contractor before work begins, including dust control, pollution prevention, crane lift, fall protection, confined space, excavation, and dig safe paperwork. Several checkboxes are present but not checked on the PCRA permit. Source Reference: Attachment 6 PCRA, Pages 3 and 5	See attached updated PCRA
20	Specification Section 01 00 00 states a National Pollutant Discharge Elimination System permit is required, while the civil design analysis indicates no storm drain system improvements are required and civil work is limited. Please confirm whether an NPDES/SWPPP permit is required for this project and whether the VA has already initiated the permit process. Source Reference: Specification Section 01 00 00, Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements; 100% Design Analysis Civil Sections 2.4-2.8	The Design Analysis is a reference and not a contract document. The contract scope requirements are as provided in the contract drawings and specifications.

#	CONTRACTOR QUESTION	VA RESPONSE
21	Please confirm the required as-built submission timing. The SOW states as-built drawings shall be completed within 30 days after completion, while Specification Section 01 00 00 states completed as-builts are due within 15 calendar days after each completed phase and project acceptance. Which requirement controls? Source Reference: SOW As-Built Drawings, Page 9; Specification Section 01 00 00, As-Built Drawings	Requirements in Section 01 00 00 are incorrect. Contractor shall follow the 30-day deadline as provided in the SOW.
22	Please identify allowed shutdown windows and maximum durations for steam, condensate, fuel oil, natural gas, electrical, HVAC, controls, and other utility interruptions. The project requires uninterrupted facility operations, but tie-ins and testing will require outages. Source Reference: SOW Phasing/Horas, Pages 7-11; Specification Section 01 00 00 Utilities Services and Phasing	Outages for connections must be coordinated with the VA COR. Outages minimize system down time that compromises the overall capability for the facility meets its operational obligations.
23	Please confirm whether asbestos, lead, PCB, or other hazardous materials surveys have been completed for the areas affected by boiler, piping, wall, roof, flooring, and electrical demolition, and whether any abatement is included in the contract scope. Source Reference: PCRA large-scale demolition hazards; Specification Sections 01 00 00 and 02 41 00; demolition drawings	**See attached reports**
24	Please confirm whether the contractor is responsible for all temporary boiler permits, inspections, state registrations, licensed operators, water treatment, fuel supply coordination, emissions compliance, and 24/7 monitoring during temporary boiler operation. Source Reference: SOW Phasing; Specification Section 23 05 10 Temporary Boiler Plant Equipment; MT-series temporary boiler drawings	**Yes**
25	Please confirm the correct email address for RFI submission. SF1442 Block 13 instructs bidders to submit site visit RFIs/questions to Horacio Fernandez at horacio.fernandez@va.gov, while the Preparation of Bids section instructs bidders to submit RFIs to the Contract Specialist at tam inie.panich@va.gov. Should RFIs be sent to Horacio Fernandez, Taminie Panich, or both?	**Horacio Fernandez - This information has been clearly articulated in previous amendments, including the most recent and those issued prior, and remains unchanged.**
26	Please confirm the time zone for the virtual bid opening. The Bid Opening section states the virtual bid opening will start at 1 :00 PM Central Time, but the tentative schedule lists 1 :00 PM MST. Which time zone controls?	**See RFI 2 VA Response.**

#	CONTRACTOR QUESTION	VA RESPONSE
27	Please confirm the time zone for the virtual bid opening. The Bid Opening section states the virtual bid opening will start at 1 :00 PM Central Time, but the tentative schedule lists 1 :00 PM MST. Which time zone controls?	**See RFI 2 VA Response.**
28	Please confirm the required completion period. SF1442 appears to state 365 days, the SOW states 365 weekdays after Notice to Proceed, and the 100% Design Analysis states the construction duration is listed as 20 months. Which duration controls for bi dding and scheduling?	**DA is provided as a reference, and all information provided therein details information used as part of the design development. The SOW is a contractual document and is controlling.**
29	Please confirm whether the permanent boilers are required to be fire-tube boilers or water-tube boilers. The Price Schedule and specification section identify new packaged fire-tube boilers, while the 100% Design Analysis states the project will replace three existing boilers with three dual-fuel water tube steam boilers. Which boiler type controls?	The basis of design is Fire-Tube Boilers.
30	The 100% Design Analysis includes language stating detailed technical evaluations/calculations had not been conducted and that some elements may require modification as design progresses. Please confirm the issued 100% drawings and specifications are complete and are the controlling documents for bidding.	DA is provided as a reference, and all information provided therein details information used as part of the design development. The contract documents (plans and specifications) are the controlling documents for bidding, and are complete.
31	The 100% Design Analysis states all 95% review comments were addressed, but Appendix C appears to contain multiple comments marked as still unaddressed or still a concern. Please confirm whether the unresolved Appendix C items are still active requirements/concerns for bidders or whether they have been resolved elsewhere by the final documents.	The Design Analysis is a reference and not a contract document. All comments have been addressed and closed out as part of the Contract Drawings.

#	CONTRACTOR QUESTION	VA RESPONSE
32	Please confirm the temporary boiler plant controls, burner management systems, and safety devices must meet the same VA safety device testing requirements as the permanent boiler plant, including VHA Directive 1810 and the current VHA Boiler and Associated Plant Safety Device Testing Manual.	Confirmed. Temporarily Boiler Plants are subject to the configuration and testing requirements as stipulated in the VHA Boiler and Associated Plant Safety Device Testing Manual, Eighth Edition, July 2024
33	Please confirm which edition of the VHA Boiler and Associated Plant Safety Device Testing Manual controls. Appendix C comments state the 8th Edition is current, while some specification comments referenced older editions.	VHA Boiler and Associated Plant Safety Device Testing Manual, Eighth Edition, July 2024
34	Please clarify the required discharge method for temporary boiler blowdown. Appendix C notes concern that routing temporary boiler drain/blowdown to an open trench drain could create unsafe flash steam conditions. Is a blowdown tank, separator, or other closed/approved discharge system required for the temporary boilers?	RE: Sheet MT101A, 101B, M501. Yes, per Spec Section 235011. Blowdown Tank Assembly is required and the intent is to connect the trailer mounted blowdown tank assembly drain discharge to (e) blow-down drain piping indirect connection in the trench per Boiler Blowoff Tank Detail. The Blowdown tank is packaged with the trailer mounted boiler and located in the trailer as indicated.

#	CONTRACTOR QUESTION	VA RESPONSE
35	Please clarify whether a temporary operator trailer or temporary operator space is required, and whether weather-protected access must be provided between the operator space, existing operations office, and temporary boiler plant.	RE: Sheet MT702, MT101A, B, C, D. A temporary boiler plant Operator Trailer is required. The intent is to provide deck access to trailer door entrances at the trailer deck height elevation. Weather protected access is excluded in this scope of work. Confirm with VA COR.
36	Please confirm the required quantity and capacity of temporary boilers needed to maintain uninterrupted facility operations during the project, including any redundancy requirements, required operating pressure, and required fuels.	RE: Design Analysis Sections 5.1.4 Calculations, Subsection Boiler Demand, Subsection Boiler Replacement Scope Clarification. RE: Sheet MT 101B. The design intent is based upon a reported max demand of approximately 170 BHP and the limitation of trailer space. The temporary boiler plant was reduced from three trailer mounted boilers to two trailer mounted boilers during SD/DD project planning coordination meetings due to site constraints.

#	CONTRACTOR QUESTION	VA RESPONSE
37	Please confirm the required combustion air louver sizing and whether louvers must be fixed open or interlocked/proved open before boiler purge/fire. Appendix C notes louver sizing and interlock concerns tied to boiler capacities.	CLARIFICATION REQUIRED. Design intent is for Louver Size to be 60” x 72” (WxH) in four locations. During the SD/DD planning phases of the project the design intent was clarified for louvers to be fixed open as opposed to utilizing motorized dampers and/or combustion make-up air unit. RE: Sheets M603, M900, AS101, AS200
38	Please confirm whether final sizes and locations for boiler exhaust stacks, safety valve vents, and other roof penetrations a re fully shown in the mechanical drawings, or whether bidders must include design/coordination scope to size these penetrations.	RE: Sheet MP102A, MP102B, MP103A Include scope to field coordinate roof penetration locations, required offsets, clearances. Final roof penetration opening sizes to coordinated with discipline shop drawing submittals for pipe insulation clearances, exhaust fan rough opening sizes, vent/relief pipe penetration support/clearances.
39	Please confirm whether a tray-type deaerator is required by VA criteria unless overhead space prevents it, or whether a spray-type deaerator is acceptable for this project.	Spray Type Deaerator is the basis of design to overhead space limitations.

#	CONTRACTOR QUESTION	VA RESPONSE
40	Please confirm the required fuel oil atomization method and acceptable burner configuration. Appendix C previously noted Weishaupt pressure atomization concerns and VA low-pressure air atomization requirements. Are only burners compliant with VA specification low-pressure air atomization acceptable?	Per Specification Section 23-52-39, Part 2, Section 2.3 Burner and Fuel Trains, Paragraph G., the basis of design is Low Pressure Air Atomizing System furnished by burner manufacturer. (Cleaver Brooks CBEX or Equivalent) Equivalent manufacturers meeting the performance specification requirements or intent are acceptable.
41	Please confirm whether bidders should rely on the stated three 200 HP boiler replacement capacity without performing independent steam load calculations. The Design Analysis states full load calculations are excluded and capacity is based partly on logs and operator input.	In the absence of steam flow logs captured in five (5) to (15) minutes flow intervals during peak heating season months, the approach per item #11 above was agreed upon and utilized as the basis of equipment size justification.
42	Please confirm the correct project location for the ICRA permit. The ICRA affected area table lists Building 2, Boiler Plant, while the ICRA permit page lists Bldg 1, Boiler Plant. Which location is correct?	**See attached updated ICRA**
43	Please confirm the adjacent affected area. The ICRA identifies Adjacent Area 1 as Building 2 Mail room, while the PCRA identif ies Adjacent Area 1 as Building 1 Mail room. Which adjacent area controls for coordination and protection measures?	**See attached updated ICRA**
44	Please confirm which large-scale PCRA activity hazard analyses/control plans must be submitted by the Contractor before work begins, including dust control, pollution prevention, crane lift, fall protection, confined space, excavation, and dig safe paperwork. Several checkboxes are present but not checked on the PCRA perm it.	**See attached updated PCRA**

#	CONTRACTOR QUESTION	VA RESPONSE
45	Specification Section 01 00 00 states a National Pollutant Discharge Elimination System permit is required, while the civil design analysis indicates no storm drain system improvements are required and civil work is limited. Please confirm whether an NPDES/SWPPP permit is required for this project and whether the VA has already initiated the permit process	The Design Analysis is a reference and not a contract document. The contract scope requirements are as provided in the contract drawings and specifications.
46	Please confirm the required as-built submission timing. The SOW states as-built drawings shall be completed within 30 days after completion, while Specification Section 01 00 00 states completed as-builts are due within 15 calendar days after each completed phase and project acceptance. Which requirement controls?	Requirements in Section 01 00 00 are incorrect. Contractor shall follow the 30-day deadline as provided in the SOW.
47	Please identify allowed shutdown windows and maximum durations for steam, condensate, fuel oil, natural gas, electrical, HVAC , controls, and other utility interruptions. The project requires uninterrupted facility operations, but tie-ins and testing will require outages.	Outages for connections must be coordinated with the VA COR. Outages minimize system down time that compromises the overall capability for the facility meets its operational obligations.
48	Please confirm whether asbestos, lead, PCB, or other hazardous materials surveys have been completed for the areas affected by boiler, piping, wall, roof, flooring, and electrical demolition, and whether any abatement is included in the contract scope.	**See attached reports**
49	Please confirm whether the contractor is responsible for all temporary boiler perm its, inspections, state registrations, licensed operators, water treatment, fuel supply coordination, emissions compliance, and 24/7 monitoring during temporary boiler operation.	The contractor is responsible for the installation of the temporary boiler plant.
50	What is the downtime timeline allowed for the rental boiler tie ins?	**There is not a specific time at the moment. We are conducting research to get an exact timeframe. With that said the tie ins need to happen as fast as possible.**

#	CONTRACTOR QUESTION	VA RESPONSE
51	Please describe which areas of the project are considered to be wet areas, if any.	***See plans and specs***
52	Please define NEMA enclosures for all distribution, motor controllers, ATS, and disconnects.	Panels have NEMA rating called out on panel schedule. In general, all indoor equipment shall be NEMA 1, all outdoor equipment shall be NEMA 3R. The electrical specifications cover this.
53	Please provide the contractor that provided the current Master UL Label. We need this to maintain the Master UL Label as this is an addition to the existing system.	There is no new work regarding the lightning protection system. It is existing to remain.
54	Please provide lightning protection demo drawing.	There is no new work regarding the lightning protection system. It is existing to remain.
55	Please provide a new install lightning protection drawing w/install details.	There is no new work regarding the lightning protection system. It is existing to remain.
56	Can we utilize aluminum feeders for the temporary boiler panel and feeds as shown on ET601.	Yes, aluminum feeders can be used for temporary equipment
57	Drawing E602 – Please verify Panel size of PNL-T. Also, please verify breaker sizes for HVAC equipment.	Panel T is a 400A MCB panel, and each temporary boiler is fed from an 80A,3P breaker

#	CONTRACTOR QUESTION	VA RESPONSE
58	Drawings ED601, ET601, and EP601 – Please verify if MCCB, MCC SECTION 1, and MCC SECTION 2 are required to stay powered. The single lines are unclear. It looks like they will all be without power. Provide a drawing indicating how they will be powered if required.	MCCB, MCC Section 1, and MCC Section 2 are existing to remain and shall stay powered. Only MCCA is being demolished and replaced with new.

#	CONTRACTOR QUESTION	VA RESPONSE
59	Will this project be tax exempt? If so, will the government provide a certificate?	**The Texas Tax Code (V.T.C.A.) section previously provided outlines available State of Texas tax exemptions. Since the U.S. Department of Veterans Affairs is not a State entity, it cannot issue tax-exempt certificates or provide additional guidance beyond the TX statute. Accordingly:** • **Tax Exemption: Any applicable exemption will be governed strictly by V.T.C.A. provisions.** • **Certificate Issuance: The Government—specifically the VA—will not issue a tax-exempt certificate.** • **Further Inquiries: Please consult the Texas Comptroller or legal counsel for procedural requirements and certificate requests under V.T.C.A.**

#	CONTRACTOR QUESTION	VA RESPONSE
60	Upon review of the solicitation documents, we noted that the solicitation identifies a Period of Performance of twelve (12) months, or 365 calendar days. However, the 100% Design Analysis included within the solicitation documents states in Chapter 8, Section 8.2 that the recommended project duration is twenty 20 months. Given the nature, scope, and complexity of the work, these two durations appear to be inconsistent. Based on our review of the project requirements and the design analysis recommendations, it is Angel Design Build Construction's position that a twenty 20-month Period of Performance more accurately reflects the time necessary to successfully execute and complete the project	**DA is provided as a reference, and all information provided therein details information used as part of the design development. The SOW is a contractual document and is controlling.**

See attached document: Asbestos and LBP Photolog Building 2 Final.

See attached document: Asbestos Survey Report September 2016 Building 2.

See attached document: ICRA_Replace_Boilers.

See attached document: Lead Based Paint Inspection Report Building 2 Final.

See attached document: PCRA_Replace_Boilers.

Public Bid Opening Time Zone: Central Standard Time (CST).
The public bid opening will be conducted via Microsoft Teams on August 18, 2026, at 1:00 p.m. CST. All interested parties shall email horacio.fernandez@va.gov to request a Microsoft Teams invitation. Requests must be submitted no later than 4:00 p.m. on August 17, 2026.

Attendance requests submitted after this deadline will not be accepted.

For clarification, the Statement of Work (SOW)—though not reattached to this solicitation amendment—establishes a period of performance of **550 calendar days**, commencing upon issuance of the **Notice to Proceed (NTP)**. In accordance with **FAR 52.211-10**, Commencement, Prosecution, and Completion of Work (APR 1984), the Contractor is required to begin performance within a specified number of calendar days following the NTP, and complete all work within the contractually defined timeframe.

The Government will issue a single NTP exactly **ten (10) days** following contract award—this date also serves as the **due date for submission of the required payment and performance bonds**—in accordance with the conditions described in **FAR 52.211-10 Alternate I**, which ties issuance of the NTP to execution and bond submission
Only **one (1) Notice to Proceed** will be issued under this contract.

All attachments, whether incorporated within this amendment or provided separately, shall be reviewed in their entirety prior to acknowledging this amendment and all preceding amendments, and prior to submission of any solicitation bid.

Legal Disclaimer: It is the sole responsibility of the offeror to examine all documents, amendments, and attachments associated with this solicitation. Failure to review all materials in full may result in an incomplete or non-responsive offer. The Government bears no responsibility for any misunderstanding, oversight, or failure by the offeror to comply with all stated requirements.

36C25726B006 0005 End of Amendment