

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE 1 OF 6 PAGES

2. AMENDMENT/MODIFICATION NUMBER
00043. EFFECTIVE DATE
03-16-2026

4. REQUISITION/PURCHASE REQ. NUMBER

5. PROJECT NUMBER (if applicable)
621-24-701

6. ISSUED BY CODE

36C776

7. ADMINISTERED BY (If other than Item 6)

CODE 36C776

Department of Veterans Affairs
Program Contracting Activity CentralDepartment of Veterans Affairs
Program Contracting Activity Central6100 Oak Tree Blvd, Suite 490
Independence OH 441316100 Oak Tree Blvd, Suite 490
Independence OH 44131

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

To all Offerors/Bidders

9A. AMENDMENT OF SOLICITATION NUMBER

36C77626B0006

9B. DATED (SEE ITEM 11)
01-29-2026

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 _____ 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 1 (ONE) copies to the issuing office.

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

The purpose of this amendment is as follows:

- Provide available answers to the technical questions. The VA still owes responses to the following questions: 13, 46, 47, 56, 57, 58, 94, 95, 96, 132, 159, 203, 204, 205, 206 and 256. Will be provided in a separate amendment. See attached: Tech Questions Tracker - MT Home Combined - 3-17-26
- Reference attached: Addendum 02 for updates to Specs.
- By Ref Clause 852.232-71 has been replaced by BY REF Clause 852.232-70. See page 2.
- By REF Clause 852.204-70 has been replaced by Full Clause 852.204-70 DEV MAR 2026. See page 2.
- Full Clause 852.204-72 MAR 2026 has been added. See page 2.

All other terms and conditions remain the same.

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)

Bridget May
Contracting Officer

VA-VHA-RPOC-2023-0037

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

CONTINUATION PAGE

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
852.232-70	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (WITHOUT NAS- CPM) (NOV 2018)	NOV 2018

A.1 VAAR 852.204-70 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (MAY 2020) (DEVIATION MAR 2026)

(a) The Contractor shall comply with current Department of Veterans Affairs policy for personal identity verification of all employees performing under this contract when 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 physical access to VA facilities, and/or logical access to VA information and VA information systems is required.

(End of Clause)

A.2 VAAR 852.204-72 PERSONNEL VETTING AND CREDENTIALING (MAR 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 Tool](#).

Positions/Tasks Designated as Non-Sensitive Positions - Tier 1/Low Risk
<i>[Contracting Officer to enter position or task number, if all positions fulfilling a task are Tier 1/Low Risk]</i>
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<i>[Contracting Officer to enter position or task number, if all positions fulfilling a task are Tier 1/Low Risk]</i>
Positions/Tasks Designated as Non-Sensitive Positions - Tier 2/Mod Risk
<i>[Contracting Officer to enter position or task number, if all positions fulfilling a task are Tier 2/Mod Risk]</i>
<i>[Contracting Officer to enter position or task number, if all positions fulfilling a task are Tier 2/Mod Risk]</i>
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<i>[Contracting Officer to enter position or task number, if all positions fulfilling a task are Tier 2/Mod Risk]</i>
Positions/Tasks Designated as Non-Sensitive Positions - Tier 4/High Risk

<i>[Contracting Officer to enter position or task number, if all positions fulfilling a task are Tier 4/High Risk]</i>
<i>[Contracting Officer to enter position or task number, if all positions fulfilling a task are Tier 4/High Risk]</i>
<i>[Contracting Officer to enter position or task number, if all positions fulfilling a task are Tier 4/High Risk]</i>
<i>[Contracting Officer to enter position or task number, if all positions fulfilling a task are Tier 4/High Risk]</i>
<i>[Contracting Officer to enter position or task number, if all positions fulfilling a task are Tier 4/High Risk]</i>
<i>[Contracting Officer to enter position or task number, if all positions fulfilling a task are Tier 4/High Risk]</i>

Security clearances are granted to individuals with a specific requirement for access to classified material (for example, Confidential, Secret and Top Secret). Contractor personnel that are required to obtain a security clearance will be subject to a Tier 3 or Tier 5 investigation. The following sensitivity designations have been assigned for the identified Tier 3 and Tier 5 required by this contract:

Tier 3: *[Contracting Officer to enter “Non-Critical” or “Not Applicable” if no positions are identified as Tier 3]*

Tier 5: *[Contracting Officer to enter either Critical Sensitive and/or Special Sensitive, or “Not Applicable” if no positions are identified as Tier 5]*

(d) *Fitness*. The results from a background investigation are used to determine if an individual’s fitness is sufficient for that individual to perform work for or on behalf of VA in the position identified in this contract. Contractor fitness determinations are made in accordance with 5 CFR Part 731.202.

Fitness requirements for employment are separate and distinct from job qualifications. If a Contractor or subcontractor employee is found to be unsuitable or unfit to provide services under this contract, the Contractor shall immediately remove the employee from working on this contract and take those necessary steps that restrict the employee’s logical access to VA data, information, VA sensitive information, or information technology or VA information systems containing such data or information.

The Contractor shall advise the employee that they are not permitted to access any VA controlled building or real property in relation to this contract.

The removal of an unfit Contractor or subcontractor employee does not alleviate the Contractor from satisfying the requirements of this contract. The Government will not reimburse the Contractor for any costs associated with the recruitment/replacement of an employee or subcontractor employee who is found to be unfit.

(e) *Identification Cards*. The Government will provide a Personal Identification Verification (PIV) card or other identification card, as necessary, to fit Contractor personnel who require physical access to VA facilities and/or logical access to VA data, information,

VA sensitive information, or information technology or VA information systems containing such data or information. Contractor and subcontractor personnel shall prominently display their PIV/identification card on their persons while working at a VA facility and shall present their PIV/identification card for inspection upon request by a VA official. The Contractor must surrender the employee or subcontractor employee's PIV/identification card in accordance with the requirements set forth in Directive/Handbook 0735 when any of the following events occur:

1. When no longer needed for contract performance.
2. Upon completion of the Contractor/subcontractor employee's employment.
3. Upon contract completion or termination.

(f) *Lost/stolen.* Immediately upon detection, the Contractor shall report a lost or stolen PIV/identification card to the Government authorities as identified in Directive/Handbook 0735. Within 48 hours of reporting the lost/stolen PIV/identification card, the Contractor shall submit to the Program Manager an incident report that describes the relevant facts and circumstances regarding the loss/theft. If the loss/theft was reported by the Contractor to the local police, the Contractor shall further submit a copy of the final police report to the Program Manager within 48 hours of the report being made available by the local police department. The Government will not reimburse the Contractor for any costs that result from lost/stolen PIV/identification card(s).

(g) *Regular Reporting.* The Contractor shall submit a status report to PIV Sponsor within 5 working days after the end of each calendar quarter and as requested by the Government in order to initiate contract closeout procedures. The report must provide the status of each contractor/subcontractor employee who is required to have a PIV/identification card during the performance of the contract. The report shall identify the Contractor and the contract number, and list the following status for each contractor/subcontractor employee who holds a PIV/identification card under this contract:

1. Contractor/subcontractor employee name..
2. Name of VA facility where Contractor/subcontractor employee works, if applicable.
3. Date background check submitted for Contractor/subcontractor employee.
4. Date PIV/identification card issued to Contractor/subcontractor employee.
5. Contractor/subcontractor employee's PIV/identification card number, as applicable.
6. Date Contractor/subcontractor employee no longer has need for PIV/identification card.
7. Date Contractor notified VA that PIV/identification card is no longer required.
8. Date Contractor returned PIV/identification card was returned to VA.

(h) *Flow down of clause.* The Contractor shall include the substance of this clause in subcontracts, third-party agreements, and BAA's, in which subcontractors, third-party servicers/employees, and business associates will perform functions where they will have physical access to a VA facility or logical access to VA data, information, VA sensitive information, or information technology or VA information system containing such data or information.

(End of Clause)

See attached document: Tech Questions Tracker - MT Home Combined - 3-16-26.

See attached document: Addendum 02.

End of Document