

Chattanooga, TN CBOC
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Changes:

1. SFO PART I, SECTION 1 SUMMARY, 1.8.3 NET USABLE SQUARE FEET RATES

Is hereby amended by deleting the following:

“NOTE: WHEN PRICING SCHEDULE B, THE OFFEROR MUST PROVIDE A SEPARATE COST FOR EACH LINE ITEM OF THE SPECIAL EQUIPMENT AND REQUIREMENTS DESCRIBED. ALSO, REPRESENTATIONAL PRICING OF EACH PROGRAM AREA MUST BE PROVIDED ON THE SCHEDULE B "SUMMARY PRICE SHEET." THE SUMMARY PRICE SHEET ALSO INCLUDES A SEPARATE AREA FOR PROFIT AND OVERHEAD TO ARRIVE AT A TOTAL SCHEDULE B COST. SUMMARY COST SHEET MUST BE SIGNED BY THE OFFEROR.”

And replacing it with the following:

“NOTE: WHEN PRICING SCHEDULE B, THE OFFEROR MUST PROVIDE A SEPARATE COST FOR EACH LINE ITEM OF THE SPECIAL EQUIPMENT AND REQUIREMENTS DESCRIBED. ALSO, REPRESENTATIONAL PRICING OF EACH PROGRAM AREA MUST BE PROVIDED ON THE SCHEDULE B "SUMMARY PRICE SHEET." THE SUMMARY PRICE SHEET ALSO INCLUDES A SEPARATE AREA FOR PROFIT AND OVERHEAD TO ARRIVE AT A TOTAL SCHEDULE B COST. **DO NOT FILL OUT THIS AREA. INSTEAD, OVERHEAD AND PROFIT SHALL BE INCLUDED IN EACH INDIVIDUAL LINE ITEM TO ARRIVE AT A TOTAL SCHEDULE B COST.** SUMMARY COST SHEET MUST BE SIGNED BY THE OFFEROR.”

2. SFO PART I, SECTION 1 SUMMARY, 1.15 APPLICABLE LAW

Is hereby deleted in its entirety and replaced with the following:

“Any provision in this Lease that purports to assign liability or require expenditure of funds to the Lessor shall be governed by the provisions of the Contract Disputes Act of 1978, 41 USC 7101-7109, Anti-Deficiency Act, 31 USC 1341, and the Federal Tort Claims Act, 28 USC 2671 et seq. “

3. SFO PART I, SECTION 2 COMMUNICATIONS AND AWARD, 2.2.1 PRICE EVALUATION

Is hereby deleted in its entirety and replaced with the following:

“2.2.1 PRICE EVALUATION

The basic price offered will be the rate per Net Usable Square Foot (NUSF). Refer to Paragraph 3.14 of this Solicitation for a definition of NUSF. This price shall be used to

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determine the total annual rental to be paid, adjusted for any discrepancies in the quantity of space delivered against the amount offered and accepted, as described elsewhere in this Solicitation.

If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per rentable square foot and a breakout of the "base" price per rentable square foot for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price. The first year's adjusted base price per rentable square foot will be the new base price for the second year of the lease. The second year will be the new base year upon which annual adjustments will be made; beginning with the second year of the lease and each year thereafter, the Government shall pay an adjusted rent for changes in annual costs based upon the annual CPI index.

Present Value Price Evaluation

Evaluation of offered prices will be on the basis of the annual price per NUSF, including any option periods and for all items reimbursed to the Lessor in a Lump Sum payment, as annotated in Attachment 1 to GSA Form 1364A (the costs for these items are present value; therefore, they will not be discounted.)

The Government will perform a present value price evaluation by reducing the prices per NUSF to a composite annual square foot price as follows:

(a) Parking and wayward areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per square foot price will be determined by dividing the total annual rental by the total square footage minus parking and wayward areas.

(b) Free or reduced rent will be evaluated in the year in which it is offered. The gross, averaged annual per square foot price is adjusted to reflect free rent.

(c) Also as stated in the "Broker Commission" paragraph, the amount of any commission paid to VA's Broker will not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.

Applies to the 15 year firm term:

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The annual per square foot price minus the base cost of operating expenses (line 27 of GSA Form 1217) will be discounted annually at 2.3% to yield a net present value cost (PVC) per square foot. The operating expenses will be both escalated at 2% compounded annually and discounted annually at 2.3%, then added to the net PVC to yield the gross PVC.

To the gross PVC will be added:

- *The cost of Government-provided services not included in the rental escalated at 2% compounded annually and discounted annually at 2.3%.*
- *The annualized cost per NUSF, over the full term of the lease, including the renewal option(s), for all Schedule B items, which will be reimbursed to the Lessor by lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)*
- *The cost of relocation of furniture and telecommunications, if applicable.*

The sum of the above will be the per NUSF present value of the offer for price evaluation purposes.

Applies to the 15 year firm term with five 1-year options and the 20 year firm term:

The annual per square foot price minus the base cost of operating expenses (line 27 of GSA Form 1217) will be discounted annually at 2.5% to yield a net present value cost (PVC) per square foot. The operating expenses will be both escalated at 2% compounded annually and discounted annually at 2.5%, then added to the net PVC to yield the gross PVC.

To the gross PVC will be added:

- *The cost of Government-provided services not included in the rental escalated at 2% compounded annually and discounted annually at 2.5%.*
- *The annualized cost per NUSF, over the full term of the lease, including the renewal option(s), for all Schedule B items, which will be reimbursed to the Lessor by lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)*
- *The cost of relocation of furniture and telecommunications, if applicable.*

The sum of the above will be the per NUSF present value of the offer for price evaluation purposes.

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4. SFO PART I, SECTION 3 MISCELLANEOUS, 3.20 Submittal Requirements for DD and CD Review (and all subparagraphs)

Is hereby amended by adding the following:

"All architectural drawing submittals must indicate in each room the square footage indicated in the space program under the heading "Program" and the actual net usable square footage of the room as shown on the drawings. The net usable square footage under the heading "Program" shall be listed above the net usable actual square footage of the room shown on the floor plan. Indicate on the drawings in each room the seven digit space # shown for each room in the space program."

5. SFO PART I, SECTION 4 GENERAL DESIGN CRITERIA, 4.2.4 PHYSICAL SECURITY AND NATURAL DISASTERS RESISTIVE DESIGN, A. Site Considerations (3) Parking

Is hereby amended by deleting the following:

"Emergency alert systems, such as blue phone, shall be provided at the discretion of the VA Police."

6. SFO PART I, SECTION 5 SITE DESIGN CRITERIA, 5.4.2 SMOKING SHELTERS

Is hereby deleted in its entirety. Consequently, all other smoking shelter references throughout the balance of the SFO PART I are also deleted.

7. SFO PART I, SECTION 6 BUILDING DESIGN CRITERIA

Is hereby amended by deleting the following:

"6.5.2 FIXED FIRE EXTINGUISHING SYSTEMS

Provide fixed fire extinguishing systems in accordance with NFPA 96 for cooking operations producing grease laden vapors or smoke.

Fixed fire extinguishing systems shall be wet chemical and shall comply with UL300 in accordance with NFPA 17A. Activation of the fixed fire extinguishing system shall shut down the power/fuel source to the cooking equipment and shall be connected to the fire alarm system."

8. SFO PART III, Pt03B—Schedule B

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Is hereby deleted in its entirety and replaced with SFO Amendment No. 2 Pt03B - Schedule B attached hereto.

9. Proposal Due Date and Time:

The due date and time for receipt of proposals is changed to 4:00 PM Eastern on April 19, 2017.

10. SFO PART III, Pt04B—Schedule C

Is hereby deleted in its entirety and replaced with SFO Amendment No. 2 Pt03B – Schedule C attached hereto.

Questions and Answers:

1. Is a screen wall needed for the loading dock?

Response:

No.

2. Section 7.6.1 states the Tennessee Valley Health System Finish Standards shall be followed. Do these finishes apply to the lobby/public areas or just the clinical areas?

Response:

Clinical areas.

3. SFO 4.2.4.A (Pg. 86) Emergency alert systems, such as blue phones, shall be provided “as required by Police”. How are we to interpret this scope of work?

Response:

Refer to changes above which eliminates this requirement.

4. SFO 6.6.5.B (pg. 150) Electronic hands-free plumbing fixtures, hard wired or battery operated?

Response:

Hard-wired. (Note: not connected to emergency power)

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5. Schedule C (Line 1) Sliding Barn Doors for Exam Rooms are not able to meet the STC 40 as required by SFO so are we to provide the Aurora Door knowing we cannot meet the STC rating for the assembly?

Response:

The Solicitation does not specify Aurora Doors. Provide sliding barn doors that meet the STC rating.

6. SFO 7.6.1 (pg. 185-188) Interior finish materials specified yet Schedule E does not indicate where these products are intended to be installed. Please verify?

Response:

Refer to "SCHEDULE E: ROOM FINISH, DOOR, AND HARDWARE SCHEDULE." as the guide.

7. SFO 7.6.1 Tennessee Valley Health System Finish Standards shall be followed in-lieu of other systems described in SFO. See questions above for clarification.

Response:

See responses above in question #2.

8. Are Roof mounted HVAC equipment allowed without penthouse?

Response:

No.

9. Please verify that exterior wall design with security mesh is to be installed behind all non-masonry locations?

Response:

See SFO 4.2. 4 PHYSICAL SECURITY AND NATURAL DISASTERS RESISTIVE DESIGN, G. Special Areas, (2) Additional Security Requirements, 2: Walls.

10. SFO 7.8.2 Slab Depressions for purpose of directing water to floor drains. Please verify the need for this in areas where tile flooring is sloping to insure water directed to floor drains.

Response:

See SFO 7.8.2 FLOOR SLAB DEPRESSIONS. Positive drainage to floor drains is required.

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11. SFO 5.4.1 Flagpole quantity not indicated. Please provide quantity desired.

Response:

Previously answered in P00003 attachments.

12. SFO 5.6 Exterior Signage - Please verify that only (1) ground mounted monument sign is required in the size indicated.

Response:

Confirmed.

13. Please verify that N+1 redundancy is not required for HVAC or electrical systems on this project.

Response:

Verified. The Solicitation Part I specifically identifies the requirements for N+1 redundancy.

14. Schedule B – Summary page indicates mark-ups of 10% for Overhead and 10% for profit to be added to all cost of work. Please verify this it to be followed.

Response:

The entries in those two spreadsheet cells is an error to Schedule B. Please utilize attached revised Schedule B.

15. Schedule B Summary Price Sheet has items highlighted in yellow with no quantities. Are these to be provided for pricing or will they be added later after award?

Response:

Please utilize revised Schedule B.

16. Time extension – please consider at least a 2 week extension for this procurement, the more time VA can provide the better bids we can provide

Response:

Please refer to Amendment P00003 posted on 2-22-2017.

17. Most CBOC's are going to smoke free campuses, Section 4.8.1 requires enhance tobacco control, does this conflict with a smoking shelter? Will VA consider deleting the smoking shelter

Response:

Please refer to above changes which eliminates Smoking Shelter requirement.

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18. Will screening be provided in the vestibule

Response:

This project does not include metal detectors in the project or facial recognition systems. A floor power outlet should be provided in case equipment be added in the future.

19. 4.81 requires Enhance Commissioning, will VA consider making this credit voluntary as it is a significant cost

Response:

As per SFO 4.8.1 the requirement is for a mandatory credit.

20. 6.5.2 requires a fixed fire system for cooking operations, can you confirm what cooking will occur on site and if this system is required

Response:

Refer to changes above which eliminates this requirement.

21. Please confirm which water systems VA needs in the building, RO Water, Dealkalizing Water, Deionization Water, Water Softener, Reagent Grade Water, Steam and Humidification. Each of these systems is listed "as required"

Response:

As dictated by equipment.

22. There are several highlighted blanks on Schedule B Summary Price Sheet. Is this intended or will it be corrected?

Response:

Refer to response to Question 15.

23. Please confirm that telephones shown on Schedule B Functional room list are VA furnished/Installed.

Response:

Yes.

24. Cubicle curtain track is shown on both schedule B and schedule C. Is this correct?

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Response:

Curtain track is a Schedule B item. See SFO Amendment No. 2 for the Schedule C correction.

25. Cubicle track shown on Schedule B states to include curtain. Paragraph 7.7.2 of the SFO states that curtains will be supplied by VA. Please clarify.

Response:

VA will supply and maintain fabric cubicle curtains.

26. Please provide information on which rooms would be required to have Class A level infection control.

Response:

Follow the SFO and all code requirements. Lessor's A/E should know room types and related requirements.

27. Please confirm that the generator requirements are based off a life safety protected facility by VA physical security criteria.

Response:

As described in the VA Physical Security Design Manual.

28. Since this would be a "Business" occupancy, would LEED for New Construction instead of LEED Healthcare be considered as the required certification?

Response:

LEED Healthcare Silver is the requirement. In some areas a Business Occupancy may require Ambulatory measures be met.

29. Please clarify the specifics of SPD functions. Is this a sterilizer based SPD? If so, what will be the number of sterilizers, storage capacity and expected processing items.

Response:

Refer to equipment schedules.

30. Will proposals on alternative sites be allowed?

Response: Offerors may submit alternative sites meeting minimum criteria as outlined in the solicitation.

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31. Will an extension to the proposal submittal schedule be granted so that proper site investigation and due diligence of the Shallowford Road property as well as possible new sites can be made?

Response: Yes, the proposal due date and time is changed as stated above.

32. 1.6 requires occupancy 26 months after lease award. As 3.29 indicates the design phase especially takes an inordinate amount of partnering, cooperation and diligence from all parties in order to meet a reasonable schedule. How will adjustments to the 26 month requirement be calculated if the project fails to get adequate attention from an overloaded staff?

Response:

Changes are the Contracting Officer's responsibility.

33. 3.10: Will the date specified for delivery be established by both parties upon full approval of the design documents? Or exactly 26 months from award (even though an earlier delivery might be possible)? How and when will this delivery date be established?

Response:

Delivery is required in accordance with the SFO 1.6. Please see answer to Question 32 for additional information.

34. Has the floor plan provided in the SFO been finalized, approved and signed off by all review parties and therefore ready for design documents to be started?

Response:

As stated in the Pre-Bid Conference, this plan has been developed in close coordination with the users. To the extent that an Offeror wishes to deviate from the plan, they should do so understanding that the plan currently reflects VA's programmatic needs, including adjacencies and any changes to that plan would result in an evaluation on the part of VA as to whether the changes have no impact or are a weakness or strength.

35. Has the NUSF delineation shown on the provided floor plan been approved as shown with no further approvals required?

Response:

See response to Question 34.

36. The building requested will be extremely custom to fit a VA CBOC and therefore upon completion of the lease it will not be reasonably marketable to other users without almost full interior demolition and re-construction costing millions. Therefore, the length of firm lease can

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make a significant difference in the project. Would a 30 year or 40 year firm lease be considered?

Response:

No. VA received authorization for 20 years.

37. 4.5: Based on the planned operations of this clinic will the VA be producing atmospheric toxic gases that will require special treatment by the landlord?

Response:

As required by the equipment provided.

38. The VA Physical Security Design Manual includes a hardened wall requirement to isolate certain explosions within the public areas. There have been discussions within VA concerning the costs of this wall requirement for other VA projects. Have any exceptions or alternatives to the Security Design Manual concerning this wall and this project been considered or approved?

Response:

No. Follow the Solicitation and VA Security Design Manual requirements.

39. The VA Physical Security Design Manual requires a security specialist on the design team who will provide a site-specific security assessment for this project. Do you expect to use recommended security alternatives specified in this assessment in place of the hardened wall requirement?

Response:

No. Comply with the Physical Security Design Manual requirements which require Offerors to hire a security specialist to provide the site-specific security assessment.

40. Has a community specific security assessment been accomplished? If so, is it available?

Response

No. See answer to Question 39 regarding site-specific security assessment.

41. 4.2.1 does not list the VA HVAC Design Manual in the list of Codes and Standards. Would you please confirm that ASHRAE Standards will be used for the HVAC design of this project instead of the VA Design Manual? More specifically, will the waiting areas require 100% exhaust?

Response:

Use ASHRAE.

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42. Is the cost of dental casework to be included in the government's furniture budget or the TI budget?

Refer to detailed equipment plans and appropriate schedules.

43. Will the cost of dental chairs, exam lights, the suction machine and the air compressor be included in the government's equipment budget or in the TI budget?

Response:

Refer to detailed equipment plans and appropriate schedules.

44. Will the X-ray machines within the dental casework be included in the equipment budget or the TI budget?

Response:

Refer to detailed equipment plans and appropriate schedules.

45. Will the dental lab equipment be considered in the equipment budget or in the TI budget? (such as work stations, vent hoods, boil-out sink, plaster trap, safe, metal casework, stainless tops)

Response:

Refer to detailed equipment plans and appropriate schedules.

46. Do the long-term maintenance, upkeep and eventual replacement responsibilities of the suction machine, air compressor and other dental lab items go to the landlord or the government?

Response:

Refer to detailed equipment plans and appropriate schedules. If an item is a Schedule B item, then refer to Schedule A 1.2.1. Scheduled Maintenance and 1.5 Lessor's Maintenance Responsibility.

47. After the 10 or 15 year life-span of dental casework does the developer have any responsibility for casework renovation or replacement?

Response:

See response to Question 46.

48. Will the teleconference system be included in the equipment budget or in the TI budget?

Response:

Refer to detailed equipment plans and appropriate schedules.

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49. Will the maintenance of teleconference equipment be the responsibility of the landlord or government?

Response:

Refer to detailed equipment plans and appropriate schedules.

50. Please confirm that the sound booths will be considered in the equipment budget and not the TI budget?

Response:

Refer to detailed equipment plans and appropriate schedules.

51. Are staff and police lockers considered in furniture budget or the TI budget?

Response:

Refer to detailed equipment plans and appropriate schedules.

52. Will the maintenance and replacement of the curtains and curtain tracks be a landlord or government responsibility?

Response:

Refer to detailed equipment plans and appropriate schedules.

53. Will the casework in exam rooms, administration offices, team work areas, etc be prefabricated or custom built?

Response:

Refer to detailed equipment plans and appropriate schedules.

54. Will this casework be included in the government's furniture budget or the landlord's TI budget?

Response:

Refer to detailed equipment plans and appropriate schedules.

55. Will maintenance responsibilities for this casework fall to the Landlord?

Response:

Refer to detailed equipment plans and appropriate schedules.

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56. After several years when replacement casework is needed due to regular wear and tear will the landlord or the government be responsible for this replacement?

Response:

Refer to detailed equipment plans and appropriate schedules.

57. For clarity, within the lease agreement will a definitive line be drawn between all items that are to be included as repair and maintenance items for the landlord and those for the government?

Response:

Refer to SFO 8.2.1 BUILDING MAINTENANCE BY LESSOR, Schedule A 1.2.1 and 1.5 Lessor's Maintenance Responsibility.

58. 5.4.2: A 150sf smoking shelter is requested that is architecturally compatible, heated and cooled, lighted, sprinklered, ventilated, convenient but 50' from doors and to the side or rear of building. This shelter is not shown on the provided floor plan or site plan. Is this counted as NUSF?

Response;

Please refer to the answer to Question 17.

Is there a preferred location? Shall it be ADA accessible?

Response: See above.

Does the 25' security buffer count from this shelter?

Response:

See above.

How comfortable should it be kept?

Response:

See above.

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59. For low voltage data in addition to running the cables and terminating at each drop as part of TI will the developer also be requested to provide the racks and switches in the telecom rooms and terminate the cables in the switch?

Response:

Yes.

60. Will (3.5) property taxes be adjusted annually according to actual expense and (3.6) insurance will be adjusted annually according to actual expense and (3.7) operating costs will be adjusted annually according to actual expense. Is that correct?

Response:

SFO 3.5.3 for Adjustment for Changes in Real Estate Taxes provides for adjustment to the base, as does SFO 3.6. SFO 3.7 provides for a CPI based adjustment to the operating expense base. The Offeror is required under this clause to “clearly state whether the rental is firm throughout the term of the lease or if it is subject to annual adjustment of operating costs.”

61. Will rent, maintenance reserves, maintenance costs and management expenses be agreed to for the full term of the lease or will these also be adjusted according to a cost of living index?

Response:

They will be treated in accordance with the SFO. They are not subject to CPI increases.

62. Will the landlord be responsible for all property taxes including those on personal property such as computers, x-ray machines, MRI equipment, mobile tech equipment etc? If property tax reimbursement is adjusted annually based on actual charges then this question becomes insignificant.

Response:

The Lessor is responsible for taxes as identified in SFO Part I 3.5.

63. In the case of tornado, earthquake, fire, etc, what should be covered by the landlord's insurance policy: shell, parking, interior walls, doors, VA equipment (dental chairs, radiology equipment, audiology booths, computers, etc) casework, furniture, ceiling, finishes, mobile equipment on outside pad, lost time, lost information, etc? What should be covered?

Response:

The Lessor should cover all items that fall under Lessor's contract per the Solicitation.

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64. Can the lease agreement cover responsibility for the building cleanup in the case of a future 'super-bug' virus or ebola or anthrax or some similar catastrophe happening that might render the building temporarily or permanently unusable?

Response:

Refer to Amendment P00003 ADDENDUM to 3517B General Clauses 1. CASUALTY; REPAIR AND RESTORATION.

65. In previous cases of a temporary Federal Government shutdown have rent payments continued to be paid on time for similar CBOC leases or have payments been delayed due to the shutdown?

Response:

Yes.

66. A major delay in rent payment (for any reason) could cause great damage to the reputation of the landlord with his lender as well as cause large costs and penalties. A serious penalty to the government for excessive (more than 30 day) lateness in rent payment would seem appropriate and reasonable. Can the assurance of timely rent payments backed by a significant penalty be included in the agreement?

Response:

Please refer to GSA 3517B General Clauses 19. 552.270-31 PROMPT PAYMENT.

67. Is there any protection for the landlord from the chance that the government might re-evaluate this lease as 'unneeded' or a 'bad deal' for America and attempt to strong-arm a renegotiation with the threat of lawsuit? The potential of the government changing its mind in a few years or backing out based on a lack of future need seems to be a legitimate concern. The time required for a landlord to acquire justice through the court system for breach of contract by the government would likely cause financial disaster for the landlord. Is there a way to insure the US Government's continued reliability other than relying on its historic reputation?

Response:

VA has procured a GSA delegation of authority and a Congressionally-approved Prospectus for this project and is conducting this procurement with the intention of entering into a firm terms or firm terms with options as described in the Solicitation.

68. What is the meaning of PB on the following door types: 38VPB, 11V-WPB, 12V-WPB, 1UPB shown on Schedule E? The list of abbreviations shown on pages 3, 4, and 5 of Schedule E does not include the meaning for PB. Please Clarify.

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From the VA Program Guide, PG-18-14, Room Finishes, Door, and Hardware Schedules, the abbreviation PB stands for “Stand-Alone Pushbutton Lock.”

69. Page 6 of Schedule E describes that a letter used in the door symbol after a dash (e.g., “A”) indicates a modification to a door. Several door types shown on Schedule E pages 35-39 indicate a letter W after a dash like: 12UU– W, 12V-W, 11V-W, etc. The List of door modifications shown on page 8 of Schedule E does not include the meaning for the letter W. Please Clarify.

Response:

From the VA Program Guide, PG-18-14, Room Finishes, Door, and Hardware Schedules, the abbreviation W stands for “Wired Glass.”

70. Note #4 shown page 4 of Schedule E makes reference to PG-18-14 for Door Types. Please provide this document.

Response:

VA Program Guide, PG-18-14, Room Finishes, Door, and Hardware Schedules, is available from the VA Website or from the WBDG (Whole Building Design Guide).

END OF AMENDMENT