

<b>SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)</b>	1. SOLICITATION NUMBER  36C26322R0098	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED  04-04-2022	PAGE OF PAGES  1 26
	<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>			

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER 568-22-2-9981-0010	6. PROJECT NUMBER 568-21-705
7. ISSUED BY  Department of Veterans Affairs Network 23 Contracting Office (NCO 23) 111 South 18th Plaza, Suite C38 Omaha NE 68102-2077	CODE 36C263	8. ADDRESS OFFER TO  Department of Veterans Affairs Network 23 Contracting Office (NCO 23) 111 South 18th Plaza, Suite C38 Omaha NE 68102-2077
9. FOR INFORMATION CALL:	a. NAME John Kotchian	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) 402-996-3528

**SOLICITATION**

**NOTE:** In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying number, date)

Project# 568-21-705, EHRM Training Trailer Site Prep (Fort Meade, SD)  
VA Contracting POC: John Kotchian, Phone: 402-996-3528, Email: john.kotchian@va.gov

This Project consists of preparing site for building operations, including demolition, removal of existing structure, and furnish labor and materials to perform work as required by the intent of the drawings and specification. Work shall be completed in accordance with the Statement of Work.

NAICS Code: 236220  
Size Standard: \$39.5 Million

11. The Contractor shall begin performance within 10 calendar days and complete it within 745 calendar days after receiving  award,  notice to proceed. This performance period is  mandatory  negotiable. (See 52.211-10).

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS  10
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 1:00 PM MDT (hour) local time 04-25-2022 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, the date and time offers are due.

b. An offer guarantee  is,  is not required.

c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

d. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code) MDM Construction LLC 2215 Sheyenne St. West Fargo, ND 58078  DUNS 829388623	15. TELEPHONE NUMBER (Include area code) (701) 356-3956
	16. REMITTANCE ADDRESS (Include only if different than Item 14.)
CODE 5B1A9 FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of the solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)

See Price Schedule - Page 19

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS**

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NUMBER	DATE.										
0001											

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Dan Walters, President	20b. SIGNATURE 4/21/22	20c. OFFER DATE 5/2/22
--------------------------------------------------------------------------------------------------	---------------------------	---------------------------

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA 568-3620162-9981-854200-3223 23EHRMW16
------------	---------------------------------------------------------------------------------

24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input checked="" type="checkbox"/> 41 U.S.C. 3304(a) ( )
-------------------------------------------------------------------------------	------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------

26. ADMINISTERED BY 36C263  Department of Veterans Affairs Network 23 Contracting Office (NCO 23) 111 South 18th Plaza, Suite C38 Omaha NE 68102-2077	27. PAYMENT WILL BE MADE BY Department of Veterans Affairs FMS-VA-2(101) Financial Services Center PO Box 149971 Austin TX 78714-9971  PHONE: FAX:
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31a. NAME OF CONTRACTING OFFICER (Type or print) Kenneth A. Spohn VA-VHA-2020-E79CB4FE		
30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA  BY	31c. AWARD DATE

## Table of Contents

<b>PART I - THE SCHEDULE .....</b>	<b>1</b>
<b>SECTION A - SOLICITATION/CONTRACT FORM .....</b>	<b>1</b>
A.1 SF 1442 SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair) .....	1
A.2 SF 1442 SOLICITATION, OFFER, AND AWARD (CONSTRUCTION, ALTERATION, OR REPAIR)– BACK.....	2
<b>MATOC SPECIAL INSTRUCTION – REQUEST FOR PROPOSAL (RFP) .....</b>	<b>4</b>
<b>STATEMENT OF WORK .....</b>	<b>13</b>
<b>PRICE SCHEDULE SHEET.....</b>	<b>19</b>
<b>PRICE SCHEDULE BREAKDOWN SHEET.....</b>	<b>20</b>
<b>WAGE DETERMINATION .....</b>	<b>21</b>
<b>LIST OF ATTACHMENTS .....</b>	<b>26</b>

## **MATOC SPECIAL INSTRUCTION – REQUEST FOR PROPOSAL (RFP)**

**ISSUE DATE:** April 4, 2022

**PROJECT NUMBER:** 568-21-705

**PROJECT TITLE:** EHRM Training Trailer Site Prep (FM)

**LOCATION:** Fort Meade VA Medical Center, Fort Meade, SD

**CONTRACTING POINT OF CONTACT:** John Kotchian

**PROPOSAL DUE DATE:** April 25, 2022 @ 1:00 PM (MT)

Under the terms and conditions set forth in the Network 23 Contracting Office ND/SD Indefinite Delivery Indefinite Quantity (IDIQ) Multiple Award Task Order Contract (MATOC), VA Network Contracting Office 23 (NCO 23) requests that you provide a price proposal for the above referenced project as described below and in the attached Construction Documents. The following information is provided to assist you in preparing your proposal:

**Note: No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer. Additionally, the Government reserves the right to cancel this solicitation, either before or after Request for Proposal closing date with no obligation to the offeror by the Government.**

**Note: All documentation submittal due times are local time (MT).**

**Note: If a firm is not submitting a proposal, you are requested to submit a "No Bid" response via email to the Contracting Officer or through Vendor Portal within five (5) days from receipt of the RFP.**

- 1. SCOPE:** The Contractor to provide all labor, material, tools, equipment, and Supervision necessary to prepare site for EHRM training at the VA Medical Center in Fort Meade, South Dakota.
- 2. PERIOD OF PERFORMANCE:**
  - 2.1. The contractor shall commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, prosecute the work diligently, and complete the entire work ready for use not later than **745 calendar days** from the contractor's receipt of the Notice to Proceed (NTP). The time stated for completion shall include final cleanup of the premises.
  - 2.2. Standard working hours are normally will be 7:00 AM to 4:30 PM unless otherwise stated in the SOW/drawings/specifications or pre-arranged with the local VA

Engineering Office/Contracting Officer's Representative (COR). Night and weekend work hours are allowed and expected to complete the project in the period of performance.

**3. NAICS CODE:** 236220

**4. MAGNITUDE OF CONSTRUCTION:** Between \$100,000 and \$250,000

**5. BONDS:**

5.1. Bid Guarantee: A bid guarantee of 20% is required as indicated in FAR Provision 52.228-1.

Note: A scanned copy of the Bid Guarantee may be provided with the proposal that is uploaded to the Vendor Portal. A signed and sealed original must be provided by the awardee prior to award.

5.2. Performance and Payment Bonds: Payment bond or irrevocable letter of credit in the amount of 100% of the awarded CLIN(s) shall be required. Bonds shall be submitted for approval to the Contracting Officer within 10 days after award of the task order. Commencement of construction is contingent upon approval of required bonds.

**6. WAGE DETERMINATION:** SD20220027 dated 04/01/2022. Full text of Wage Determination is provided as an attachment.

**7. SITE VISIT:** An organized Site Visit has been scheduled for Monday, April 11, 2022 at 10:00AM MT. Meet at the Conference Room of Building #89 at the Fort Meade VA Medical Center, 113 Comanche Road, Fort Meade, SD 57741. Be sure to wear an authorized mask. Offerors are strongly encouraged to visit the VA installation to fully appraise themselves with the physical layout and the character and conditions under which the service is to be performed. Failure to do so will in no way relieve the successful offeror from the necessity of furnishing the services as specified in this proposal without additional cost to the Government.

**8. SOLICITATION RFI/QUESTIONS/CLARIFICATIONS:** Questions must be submitted to the vendor portal. Questions will be accepted up to April 18, 2022 at 10:00 AM (MT) All answers will be published to the vendor portal. The Government reserves the right not to answer any RFIs/questions after the stated due date/time.

**9. BASIS OF AWARD:** Price Only

In making a decision on the award of an individual order, the Contracting Officer may consider factors such as Past Performance on previously awarded contracts and task orders, and take into consideration, quality and timeliness of work performed, and/or other factors

that may be relevant to the award of this particular order. The Contracting Officer will consider price under each order as one of the factors in the selection decision.

Price Only: Award will be based on price. Offeror shall submit a cost breakdown and a Price Schedule Breakdown to permit a complete analysis of price, including labor, burden, materials, equipment, transportation, supervision, and disposal.

**10. SITE SUPERVISION:** The Contractor shall provide supervision in accordance with contract clause 52.236-6, Superintendence by the Contractor.

**11. PROPOSAL FORMAT:**

11.1. Proposals submitted in response to this solicitation shall be submitted via the [eCMS Vendor Portal](#) and formatted as follows:

11.1.1. Offerors shall submit a cover letter and price proposal in the form of electronic documents. The cover letter shall include:

- a. The solicitation number;
- b. The name, address, telephone and facsimile numbers, and e-mail addresses of the offeror.
- c. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish all items upon which prices are offered at the price set opposite each item;
- d. Names, titles, phone numbers, facsimile numbers, and e-mail addresses of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation, and;
- e. Name, title, and signature of person authorized to sign the proposal.

11.1.2. The price proposal shall be in the format provided in the attachments, including the Price Schedule Sheet and the Price Schedule Breakdown Sheet. The price proposal shall provide the total price and a price breakdown for the specified Divisions for this project.

11.1.3. Electronic documents shall be submitted in Microsoft Word and/or Microsoft Office Excel as applicable. An additional copy of all documentation shall be submitted using portable document format (.pdf).

**12. SYSTEM FOR AWARD MANAGEMENT (SAM):** Contractors must ensure that their registration in SAM is up-to-date at time of proposal due date and prior to award of a task order. For more information, see the SAM website at <http://www.sam.gov>. A task order cannot be awarded to a contractor that is not registered and current in SAM.

**13. CLAUSES:**

13.1. All applicable Clauses of the base IDIQ contract for each offeror are incorporated into this solicitation in full force and effect.

13.2. FAR 52.222-23, NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999). Goals for minority participation for each trade and Goals for female participation for each trade:

Goals for Minority Participation	Goals for Female Participation
3.4% Meade County, SMSA	6.9%

13.3 FAR 52.222-55 Minimum Wages for Contractor Workers Under Executive Order 14026

As prescribed in [22.1906](#) , insert the following clause:

MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (JAN 2022)

(a) Definitions. As used in this clause—

*United States* means the 50 states, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, *et seq.*).

*Worker* –

(1) (i) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 14026, and—

(A) Whose wages under such contract are governed by the Fair Labor Standards Act ( [29 U.S.C. chapter 8](#)), the Service Contract Labor Standards statute ( [41 U.S.C. chapter 67](#)), or the Wage Rate Requirements (Construction) statute ( [40 U.S.C. chapter 31](#), subchapter IV);

(B) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(ii) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under [29 U.S.C. 214\(c\)](#).

(iii) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2) (i) A worker performs *on* a contract if the worker directly performs the specific services called for by the contract; and

(ii) A worker performs *in connection* with a contract if the worker's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

(b) Executive Order Minimum wage rate. (1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$15.00 per hour beginning January 30, 2022.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2023, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on <https://www.sam.gov> (or any successor website), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3) (i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.



(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 23.230, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance or any applicable contract establishing a minimum wage higher than the E.O. 14026 minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 23.240(b) and 23.280 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c) (1) This clause applies to workers as defined in paragraph (a). As provided in that definition—

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under [29 U.S.C. 214\(c\)](#) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to—

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work

called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under [29 U.S.C. 213\(a\)](#) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to-

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under [29 U.S.C. 214\(a\)](#) ;

(B) Students whose wages are calculated pursuant to special certificates issued under [29 U.S.C. 214\(b\)](#) ; and

(C) Those employed in a bona fide executive, administrative, or professional capacity ([29 U.S.C. 213\(a\)\(1\)](#) and 29 CFR part 541).

(d) Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at [www.dol.gov/agencies/whd/government-contracts](http://www.dol.gov/agencies/whd/government-contracts), in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) Payroll Records. (1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

- (i) Name, address, and social security number;
- (ii) The worker's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid;
- (iv) The number of daily and weekly hours worked by each worker;
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 23.260 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) Withholding. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) Disputes. Department of Labor has set forth in 29 CFR 23.510, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 23. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) Antiretaliation. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

All applicable Clauses of the base IDIQ contract for each offeror are incorporated into this solicitation in full force and effect.

#### **14. SAFETY OR ENVIRONMENTAL VIOLATIONS AND EXPERIENCE MODIFICATION RATE:**

- 14.1. All Bidders/Offerors shall submit the following information pertaining to their past Safety and Environmental record. The information shall contain, at a minimum, a certification that the bidder/offeror has no more than three (3) serious, or one (1) repeat or one (1) willful OSHA or any EPA violation(s) in the past three years.
- 14.2. All Bidders/Offerors shall submit information regarding their current Experience Modification Rate (EMR) equal to or less than 1.0. This information shall be obtained from the bidder's/offeror's insurance company and be furnished on the insurance carrier's letterhead. Self-insured contractors or other contractors that cannot provide their EMR rating on insurance letterhead must obtain a rating from the National Council on Compensation Insurance, Inc. (NCCI) by completing/submitting form ERM-6 and providing the rating on letterhead from NCCI. Note: Self-insured contractors or other contractors that cannot provide EMR rating on insurance letterhead from the states or territories of CA, DE, MI, NJ, ND, OH, PA, WA, WY, and PR shall obtain their EMR rating from their state-run worker's compensation insurance rating bureau.
- 14.3. A *Determination of Responsibility* will be accomplished for the apparent awardee prior to processing the award. The above information, along with other information obtained from Government systems, such as the OSHA and EPA online inspection history databases will be used to make the *Determination of Responsibility*. Failure to affirm being within the guidelines above or submit this information may result in a determination of "Non-Responsibility" for the bidder/offeror. NOTE: Any information received by the Government that would cause for a negative *Determination of Responsibility* will make the bidder/offeror ineligible for award. This requirement is applicable to all subcontracting tiers, and prospective prime contractors are responsible for determining the responsibility of their prospective subcontractors.

## STATEMENT OF WORK

### Project: 568-21-705 EHRM Training and Admin Space Support – Fort Meade, SD

Contractor shall furnish all supervision, tools, labor, materials, equipment, transportation, incidentals and testing necessary for the following services at Fort Meade VAMC, 113 Comanche Rd, Fort Meade, SD 57741

- Contractor shall provide and install temporary power and fiber utilities for 6-7 modular office trailers that will be located near building 109 on the Fort Meade SD VA campus at 113 Comanche Rd.
- Contractor will likely have three setup milestone events to include:
  - Setup electrical/fiber infrastructure near trailer placement.
  - Connect electrical/fiber to modular training trailers.
  - Disconnect electrical/fiber to trailers while leaving key infrastructure for future use.

**Note:** See figures 2 and 3 for example trailer configuration. Exact style/configuration/manufacture will not be known till they are installed on the Fort Meade campus. Images have been provided for concept purposes only.

Work includes, but is not limited to, general construction, alterations, mechanical and electrical work, utility systems, necessary demolition and removal of existing features and certain other items necessary completion. All work shall be performed in accordance with solicitation/contract terms and conditions, specifications and drawings, and all applicable VA and local codes.

**Period of Performance will be up to November 1st, 2022 to be “substantially complete” from notice to proceed. Contractor project work shall begin at notice to proceed (NTP) and completed by May 1st, 2024, but final connections cannot be made until modular trailer units are delivered around November 28, 2022. All work done prior to modular trailers arrival shall not block modular install path of travel. Removal of trailers is expected in April 2024.**

General:

- 1) Contractor shall provide skilled trades to include general construction and qualified electrician and fiber cable tester/terminator.
- 2) Contractor shall complete All OSHA workplace safety training before the project starts. See 010000 General Requirements.
- 3) Contractor shall get contracting officer representative (COR) approval of submittals via email prior to procurement and installation for all items.
- 4) Contractor laydown area is tentatively planned across Comanche Rd from the project site.
- 5) Contractor shall provide COR 3 workday notice for work outside of the regular hours of 7:00 am to 5:00 pm government workdays so that arrangements can be made. This notice is separate from any notices required for utility shutdown described in the later in 010000 General Requirements.
- 6) Contractor shall provide drawings/sketches with survey detail including but not limited to:
  - a. Any new or existing utility that is uncovered and/or exposed shall be physically located by survey. Contractor is responsible for providing coordinates(x,y,z) to the COR. All coordinates shall be in UTM13 NAD83-2011 NAVD88 goid12B USFT, with secondary Z for grade features.

- b. During the construction period through completion, provide photographic documentation of construction progress and at selected milestones
- 7) Contractor removal of power & data between trailer around March/April 2024.
- 8) Contractor shall coordinate all activities with the COR.
- 9) Contractor shall provide Delineator Posts similar to <https://www.grainger.com/product/GRAINGER-APPROVED-Delineator-Post-1EKU7> and barricade tape similar to [https://www.grainger.com/product/GRAINGER-APPROVED-Barricade-Tape-4A416?opr=OAPD&analytics=relltems\\_1EKU7](https://www.grainger.com/product/GRAINGER-APPROVED-Barricade-Tape-4A416?opr=OAPD&analytics=relltems_1EKU7) surrounding the project area
- 10) Contactor shall procure and install the following per the drawings and specifications to include but not limited to:
  - a. New 250 kVA, single phase, oil-filled pad mount transformer, 120/240V primary, 2400/4160Y TO secondary, replacing the existing transformer. New pad will be required.
  - b. 700 amp disconnect at the transformer, fused. Installation of equipment and pad per NEC/NFPA code is required.
    - i. NEMA Rating: N3R
  - c. Panelboard:
    - i. Voltage 208V
    - ii. Single phase
    - iii. Fault current 20,000
    - iv. Main circuit breaker
    - v. Amp rating: 700
    - vi. Service Entrance Rated: yes
    - vii. Bottom Feed
    - viii. NEMA Rating: N3R
    - ix. Copper Buss in panel
    - x. How many circuits total: 42
    - xi. Branch breakers factory installed: (7) 208V 100A 1P
    - xii. Size of lugs: MCB
    - xiii. Installation of equipment and pad per NEC/NFPA code is required.
    - xiv. Special options: Lightning protection, rigid 90-degree sweeps, copper wire
  - d. Electrical conductors: Includes (2) 1000 MCM in support of 700amp.
  - e. High Density Polyethylene (HDPE) conduit.
  - f. Fiber and appropriate fiber conduit for all seasons. Fiber quality and capability shall align with attached specifications in support of the campus backbone (building to building) throughput.
  - g. Six bollards.

**Power & Data Service (Phase 1 begins at NTP):**

1. Contractor shall locate ground infrastructure around building 109 to end destination along curb.
  - a. Electrical wires, parking lot lights, transformer, etc.
  - b. Data.
2. Contractor shall install new secondary connection to the new transformer.
3. Contractor shall furnish and install a new 3-phase 700A weatherproof disconnect by the transformer.
4. Contractor shall furnish and install a new 3-phase 208V 700A panelboard by the trailers (see drawing). At a minimum it will contain 7 circuits at 100A each to support the (7) modular trailers.
5. Contractor shall minimize safety risks including but not limited to open trenches for an extended period of time.

**6. \*\*\* Contractor shall be substantially complete in phase 1 to ensure minimal work and time to complete the remaining tasks. \*\*\***

Power & Data Service (**Phase 2** begins once trailers are on campus)

1. Contractor shall extend conduit pathing for power and fiber:
  - a. HDPE size shall match largest hole in electrical panel, disconnect, equipment etc..
  - b. Fiber shall be in "fiber optical conduit" in building 110 from telecommunication room (TR) to exterior wall at a minimum. It is preferred fiber conduit is utilized from TR to trailers but the COR is not certain if existing below grade infrastructure will allow this, hence contractor will maximize on the fiber protection when possible.
2. Contractor shall install connect power to the (7) trailers.
3. Contractor shall install 120/208v (single phase) power from 100-amp circuit breaker to each modular unit and terminate power to existing panels located on each modular building.
4. Utilities shall be brought to a special junction box at one/middle trailer or can be distributed to exterior of each modular trailer unit. Trailer size configuration is not understood at this time.
5. Contractor shall route and terminate six (6) strands of fiberoptic cable from building 110 TR to inside "each" modular trailer IT rack location.
6. Contractor shall test fiber for compliance and provide test report.
7. Contractor shall complete phase 2 tasks in (14) calendar days during normal VA hours.

Power & Data Service (**Phase 3** begins just prior to removal of trailers, estimated end of life around April 2024)

1. Contractor shall remove installed fiber and power infrastructure from the trailers back to the weather rated panel(s)/similar. The intent is to allow easy access/use of the installed infrastructure for future modular trailer utilization. All removed infrastructures will be reviewed by the COR to determine if the VA takes ownership or if the contractor must properly dispose of it.
2. Contractor shall utilize fiber ring(s) for long term storage of the fiber.
3. Contractor shall complete phase 3 tasks in (14) calendar days during normal VA hours.

### **VHA Supplemental Contract Requirements for Combatting COVID-19**

**1. Contractor employees who work in or travel to VHA locations must comply with the following:**

- a. Documentation requirements:
  - 1) If fully vaccinated, contractors shall show proof of vaccination.
    - i. **NOTE:** *Acceptable proof of vaccination includes a signed record of immunization from a health care provider or pharmacy, a copy of the COVID-19 Vaccination Record Card (CDC Form MLS-319813\_r, published on September 3, 2020), or a copy of medical records documenting the vaccination.*
  - 2) If unvaccinated, contractors shall show negative COVID-19 test results dated within three calendar days prior to desired entry date. Test must be approved by the Food and Drug Administration (FDA) for emergency use or full approval. This includes tests available by a doctor's order or an FDA approved over-the-counter test that includes an affiliated telehealth service.

- 3) Documentation cited in this section shall be digitally or physically maintained on each contractor employee while in a VA facility and is subject to inspection prior to entry to VA facilities and after entry for spot inspections by Contracting Officer Representatives (CORs) or other hospital personnel.
  - 4) Documentation will not be collected by the VA; contractors shall, at all times, adhere to and ensure compliance with federal laws designed to protect contractor employee health information and personally identifiable information.
- 2. Contractor employees are subject to daily screening for COVID-19 and may be denied entry to VA facilities if they fail to pass screening protocols. As part of the screening process contractors may be asked screening questions found on the [COVID-19 Screening Tool](#). Check regularly for updates.**
- a. Contractor employees who work away from VA locations, but who will have direct contact with VA patients shall self-screen utilizing the [COVID-19 Screening Tool](#), in advance, each day that they will have direct patient contact and in accordance with their person or persons who coordinate COVID-19 workplace safety efforts at covered contractor workplaces. Contractors shall, at all times, adhere to and ensure compliance with federal laws designed to protect contractor employee health information and personally identifiable information.
- 3. Contractor must immediately notify their COR or Contracting Officer if contract performance is jeopardized due to contractor employees being denied entry into VA Facilities.**





Figure 1- Laydown area overview near building 109



Figure 2 - EHRM training trailers used at other VA sites, exact style/configurate is subject to change.

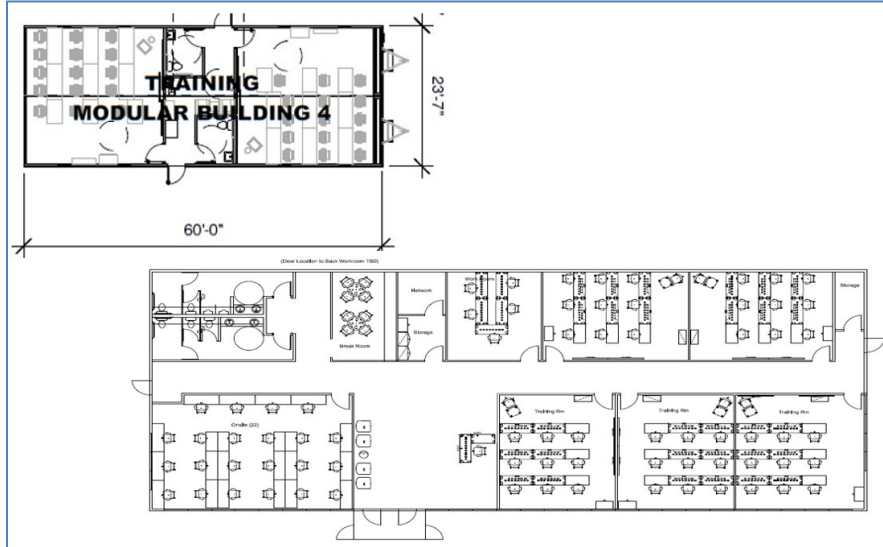


Figure 3 - Example configuration, subject to change.

<END>

**PRICE SCHEDULE SHEET**

<b>LIN</b>	<b>Description of Item</b>	<b>Type</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
BASE ITEMS						
0001	For all labor, materials, equipment, and associated costs to complete the work for the project entitled "568-21-705, EHRM Training Trailer Site Prep" at the Fort Meade VA Medical Center located in Fort Meade, SD.	FFP	1	JOB	L.S.	\$
TOTAL PRICE						\$

*LIN – Line Item Number*

*LS – Lump Sum*

## PRICE SCHEDULE BREAKDOWN SHEET

Price Schedule Breakdown Sheet		
Contractor:		
RFP #:	36C26322R0098	
Division #	Division	Price
0	General Conditions	
1	General Requirements	
2	Existing Conditions/Site Work	
3	Concrete	
4	Masonry	
5	Metals	
6	Wood, Plastics & Composites	
7	Thermal and Moisture Protection/Roofing	
8	Openings	
9	Finishes	
10	Specialties	
11	Equipment	
12	Furnishings	
13	Special Construction	
14	Conveying Equipment	
21	Fire Suppression	
22	Plumbing	
23	Heating, Ventilating, & Air Conditioning	
26	Electrical	
27	Communications	
28	Electronic Safety & Security	
31	Earthwork	
32	Exterior Improvements	
	Misc.	
Divisions Subtotal		
Profit and OH		
Total		

## WAGE DETERMINATION

"General Decision Number: SD20220027 04/01/2022

Superseded General Decision Number: SD20210027

State: South Dakota

Construction Type: Building

County: Meade County in South Dakota.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract.  . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract.  . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/04/2022
2	02/25/2022

BRSD0004-003 05/01/2017

	Rates	Fringes
BRICKLAYER.....	\$ 31.96	3.94

PLUM0300-015 05/01/2021

	Rates	Fringes
PIPEFITTER.....	\$ 31.61	15.19

\* SFSD0669-003 04/01/2022

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 33.01	22.95

\* SUSD2012-024 08/21/2014

	Rates	Fringes
CARPENTER, Excludes Drywall Hanging and Metal Stud Installation, and Form Work.....	\$ 18.67	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 19.58	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 18.19	0.00
ELECTRICIAN.....	\$ 18.84	2.42
FORM WORKER.....	\$ 17.50	0.00
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 15.20	0.00
IRONWORKER, STRUCTURAL.....	\$ 23.91	12.05
LABORER: Common or General.....	\$ 11.66 **	1.65
LABORER: Mason Tender - Brick...	\$ 20.70	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 17.80	0.00
PAINTER (Brush, Roller, and Spray).....	\$ 18.48	0.00
PLUMBER.....	\$ 20.45	7.83
ROOFER.....	\$ 13.74 **	1.35
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 18.68	3.72
TRUCK DRIVER: Dump Truck.....	\$ 15.06	1.10

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====  
\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----  
The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that

no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

-----

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
 Wage and Hour Division  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator



(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

## **LIST OF ATTACHMENTS**

Attachment 1\_Specifications (290 Pages)

Attachment 2\_VA Electrical Design Manual (68 Pages)

Attachment 3\_VA Telecom and Special Telecom Design Manual (175 Pages)

Attachment 4\_VA Fire Protection Design Manual (67 Pages)