

<b>SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)</b>	1. SOLICITATION NUMBER  36C26322R0156	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED  08-18-2022	PAGE OF PAGES  1 45
	<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>			

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER 568-22-4-9931-0073	6. PROJECT NUMBER 568A4-21-709
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# 568A4-21-709, EHRM Install of NextGen Wi-Fi (Hot Springs, South Dakota)  
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 and removal of existing structure (as applicable), 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 90 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 2:00pm (hour) local time 09-08-2022 (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 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.



## 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>NOTICE OF TASK ORDER REQUEST FOR PROPOSAL (RFP) .....</b>	<b>4</b>
<b>CONSTRUCTION SCOPE OF WORK.....</b>	<b>8</b>
<b>NARA RECORD MANAGEMENT LANGUAGE FOR CONTRACTS .....</b>	<b>26</b>
<b>VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY (6500.6 APPENDIX C).....</b>	<b>28</b>
<b>PRICE SCHEDULE SHEET.....</b>	<b>38</b>
<b>PRICE SCHEDULE BREAKDOWN SHEET.....</b>	<b>39</b>
<b>WAGE DETERMINATION .....</b>	<b>40</b>
<b>LIST OF ATTACHMENTS .....</b>	<b>45</b>

## NOTICE OF TASK ORDER REQUEST FOR PROPOSAL (RFP)

**ISSUE DATE:** August 18, 2022

**PROJECT NUMBER:** 568A4-21-709

**PROJECT TITLE:** EHRM Install of NextGen Wi-Fi (HS)

**LOCATION:** Black Hills VA Medical Center, Hot Springs, SD

**CONTRACTING POINT OF CONTACT:** John Kotchian

**PROPOSAL DUE DATE:** September 8, 2022 @ 2:00PM (CT)

Under the terms and conditions set forth in the Network Contracting Office 23 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: All documentation submittal due times are contracting office local time (CT). Site visit time is project location 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.

**SCOPE:** The Contractor to provide all labor, material, tools, equipment, and supervision necessary to install NextGen Wi-Fi in Hot Springs, SD.

### **PERIOD OF PERFORMANCE:**

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 **90 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.

Working hours 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).

**NAICS CODE:** 236220—Commercial and Institutional Building Construction

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

### **BONDS:**

Offer Guarantee/Bid Bond (SF 24): **Yes.** 20% as indicated in FAR Provision 52.228-1.

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

Performance (SF 25) and Payment Bonds (SF 25-A): **Yes.** Performance and payment bonds 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.

**WAGE DETERMINATION:** SD20220022 dated 07/01/2022. Full text of Wage Determination is provided as an Attachment.

**SITE VISIT:** An organized Site Visit has been scheduled for **Thursday August 25, 2022 at 09:00AM (MT)**. Participants will meet in the ground floor conference room of at Building #14 at the Hot Springs VA Medical Center, 500 North Fifth St, Hot Springs, SD 57747. Parking is available at Building #14.

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.

**SOLICITATION RFI/QUESTIONS/CLARIFICATIONS:** Questions must be submitted to the vendor portal. Questions will be accepted up to **September 1, 2022 at 10:00 AM (CT)**. All answers will be published to vendor portal via an amendment. The Government reserves the right to not answer any RFIs/questions after the stated due date/time.

**BASIS OF AWARD:** Price Only: Award will be based on price. Offeror shall submit a cost breakdown based upon Price Schedule Breakdown to permit a complete an analysis of price, including labor, burden, materials, equipment, transportation, supervision, and disposal. All costs should be separated and clearly listed in the corresponding Division.

**EVALUATION PROCEDURE** The offeror shall submit a properly filled out Price Schedule Sheet Price Schedule Breakdown as provided in the solicitation.

The offeror's price proposal will be initially evaluated by the Contracting Officer (CO) for completeness. Only the lowest price proposal, found to be complete, will be provided to the Contracting Officer's Representative (COR) for evaluation.

The Government will evaluate pricing for award purposes by reviewing the price breakdown provided using the attached Price Schedule Breakdown Sheet. The Government may determine that an offer is unacceptable if the proposal prices are significantly unbalanced. A proposal price is unbalanced when the proposal is based on prices significantly less than the cost for some work and/or significantly overstated for other work. If the lowest price proposal is determined to be unacceptable, the COR will be given the next lowest price proposal for evaluation, and so on, until a determination of full acceptability has been made. Price reasonableness will be established using any necessary price/cost analysis techniques in FAR 15.404-1, including but not limited to price competition information and the Independent Government Cost Estimate (IGCE), along with any other pricing tools deemed necessary.

An award cannot be made if the successful offeror's proposal price exceeds available funding or cost limitations (if applicable).

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

**PROPOSAL FORMAT:**

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

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

- The solicitation number;
- The name, address, telephone and facsimile numbers, and e-mail addresses of the offeror.
- 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;
- 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;

- Name, title, and signature of person authorized to sign the proposal.

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).

To be considered for award, the offeror is required to submit, the following:

- Signed SF1442.
- Signed Amendment(s) SF30 or acknowledgment of Amendments, if any.
- Offer Guarantee/Bid Bond on form SF 24.
- Solicitation provided Price Schedule and attached Price Schedule Breakdown Sheet that contains pricing for the entire requirement.
- Safety or Environmental Information, and Experience Modification Rate in accordance with the written instructions stated below.
- Limitations on Subcontracting Certificate of Compliance, see attached, must be completed, signed, and returned (per VAAR 852.219-77, VA NOTICE OF LIMITATIONS ON SUBCONTRACTING).

**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.

**CLAUSES:**

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

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: **Minority: 7.9%; Female: 6.9%**

**SAFETY OR ENVIRONMENTAL VIOLATIONS AND EXPERIENCE MODIFICATION RATE:**

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.

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.

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.

## CONSTRUCTION SCOPE OF WORK

EHRM Installation of NextGen WiFi – Hot Springs, SD  
(Construction)



PROJECT NO: 568A4-21-709

PROJECT NAME: EHRM Installation of NextGen Wi-Fi – Hot Springs, SD



## **GENERAL INTENT**

Contractor shall furnish all supervision, tools, labor, materials, equipment, transportation, incidentals and testing necessary for the following services at Hot Springs VAMC, 500 North 5th Street, Hot Springs SD 57747. Work includes but is not limited to the following:

1. Installations of wireless access points (AP).
2. Installations of gang boxes in support of APs.
3. Installation of ¾ inch conduit.
4. Installation of 2-inch conduit.
5. Installation of cable tray.
6. Twenty-seven (27) penetrations through limestone up to 3 foot in thickness, likely completed after hours.
7. Installations of 2-inch vertical EMT.
8. Installations of green CAT6A cable, small diameter.
9. Installation of cable trays.
10. Firestopping.
11. Testing and reporting of installed telecommunication cabling per specification.
12. May include some demolition to integrate with existing data raceways/pull boxes.
13. Background check in support of a flash badge to access active telecommunications rooms
14. Watch VA video regarding construction activity.
15. Record meeting notes as needed.

Highly recommend offerors verify field conditions in a pre-bid site walk.

## **PERIOD OF PERFORMANCE**

1. Work timelines and completion progress shall be communicated to the COR weekly for tracking purposes.
2. Contractor shall complete described work within 90 calendar days following Notice to Proceed.

## **STATEMENT OF WORK**

Provide and install conduit, raceways, horizontal and vertical penetrations, and fire stopping to support NextGen Wi-Fi installation on the Hot Springs VAMC campus as shown and described in the project drawings and specifications. A list of required conduits and/or penetrations are provided in Appendix A and B.

Contractor work shall include:

1. Contractor shall install/complete the following across the campus, including but not limited to:
  - a. 70 wireless APs, Cisco 2802i model AIR-AP2802I-B-K9. AP's will be provided by the government. See appendix A and B.
  - b. 70 gang boxes associated with AP installations. See appendix A and B.
  - c. Supporting ¾ inch EMT conduit "systems", estimated at 1,400 linear feet. Must use compression type fittings per the specification.

- d. Supporting 2-inch EMT conduit for vertical runs from basement to attic with supporting 16 pull boxes to support the vertical runs, estimated at 300 linear feet. See appendix B.
  - e. Green CAT6A small diameter, 250-inch diameter or less. Plenum rated if above ceiling. See attached zip file for optional vendors.
  - f. 10" cable tray estimated at 80 linear feet in building 66.
  - g. Twenty-seven (27) penetrations through limestone up to 3 foot in thickness, likely completed after hours.
  - h. Fire stopping (required).
  - i. Pull cords on 2-inch conduit vertical runs.
  - j. Testing and reporting of installed telecommunication cabling per specification.
  - k. May include some demolition to integrate with existing data raceways/pull boxes.
  - l. Background check in support of a flash badge to access active telecommunications rooms (complete at time of award).
  - m. Watch VA video regarding construction activity.
  - n. Record meeting notes as needed.
  - o. CAT6A patch(s) panel if no available ports are available in the telecommunications room.
  - p. Notify COR via email within five (5) calendar days of AP installed with ID, building, floor. This will be used by the VA to complete verification the AP is working properly.
  - q. A charrette kick-off meeting with the COR and electricians.
2. Contractor shall complete All OSHA workplace safety training before the project starts. See 010000 General Requirements.
  3. Contractor shall provide skilled trades to include general construction, qualified communications installer per specifications, and appropriate CAT6A testing equipment.
  4. The Contractor may need to procure/identify an alternate laydown area off campus due to several large projects. This is due to several large projects planned with limited laydown area on campus. Tentatively the contractor shared laydown area is planned just outside the helicopter pad area and/or parking lot behind building 66. See figure 1 below.
  5. Contractor shall perform work during normal VA business hours. Normal working hours for this contract will be from 8:00AM to 4:30PM (local time) Monday through Friday except for weekends and established federal holidays. Performing on-site work outside normal working hours will require approval from the Contracting Officer (CO) and the Contracting Officer Representative (COR). Request shall be submitted via email at least 96 hours prior to the requested date and at no additional cost to the Government. This notice is separate from any notices required for utility shutdown described in the later in 010000 General Requirements. Approvals are subject to the availability of the on-site staff.
  6. Contractor shall install wireless access points in accordance with attachments, location drawings, and specifications. Wireless access points will have a unique ID for placement in a specific location per drawings. Updated drawings may be provided by the COR after award.
  7. Contractor installation and testing shall be compliant with the BICSI standards (ANSI/NECA/BICSI 568, Standard for Installing Commercial Building Telecommunications Cabling and ANSI/TIA-1179-A Healthcare Facility Telecommunications Infrastructure for new installations).

- a. New cable installations additionally shall be compliant with TIA 568.2-D, TIA TSB-184-A, and NFPA-70 Section 725.144 to prevent PoE heat accumulation.
  - b. Provide certification/compliance reports to the COR prior to installation.
  - c. Alternatively, new UTP cabling shall carry a UL listed "LP" (Limited Power) rating.
  - d. CAT6A cable shall be terminated to identified RJ-45 patch panel in IT closet and CAT6A keystone jack in ceiling (near AP) with a short CAT6A patch cable to AP.
  - e. Use a cable analyzer to determine cable length (max cable length 80m/262 linear feet) and certify that cable meets or exceeds TIA-EIA-568-C.2.
  - f. Cables shall be installed in continuous lengths from origin to destination, no splices with a 6' service loop.
  - g. CAT6A cable shall be .250-inch diameter or less and green in color.
  - h. Copper structured cabling shall be certified as meeting or exceeding TIA-EIA-568.1-D (max fixed cable length 90M/295 linear feet) independent of media type.
  - i. All new cable installation shall be tested and certified. Provide the certification report to COR before final payment will be submitted.
8. Contractor shall use existing raceways as much as possible unless directed differently in the drawing set, limited by the 27 115 00 specification requirement not to exceed 40% fill in conduit. Cable shall be installed in accordance with manufacturer's recommendations and best industry practices.
  9. Contractor shall notify and propose to the COR alternate solutions where existing raceways are at risk of being filled greater than the NEC maximum fill for the raceway type.
  10. Install and label and patch panels in accordance with specifications.
  11. Contractor shall confirm locations with the COR. There is an intent to not place AP's in clean rooms or in closets to assist with maintenance needs.
  12. Patch and finish disturbed surfaces to match existing.
  13. Contractor shall install access points using a modular plug terminated links instead of surface outlets or similar. Specifically, a CAT6A home run to a CAT6A keystone jack near the AP, with a short CAT6A patch cord to the AP.
  14. The contractor shall post the ICRA/PCRA document at the work site.
  15. In addition to submittals required by specifications, the contractor shall submit the following submittals for review:
    - a. Contractor shall get contracting officer representative (COR) approval of submittals via email prior to procurement and installation for all items.
    - b. Submittal shall include product data to review against the specification.
    - c. As-built drawings for all data locations and labels. The Contractor shall provide the central drawing set to the Owner at the end of the project. The marked-up drawing set will accurately depict the as-built status of the system including termination locations, cable routing, and all administration labeling for the cabling system. In addition, a narrative will be provided that describes any areas of difficulty encountered during the installation that could potentially cause problems to the telecommunications system.
    - d. As-built drawings for newly provided cable trays, in addition to any existing cable trays identified not referenced on the drawings.

- e. Certification report. All testing documents shall reflect the appropriate labeling scheme.
  - f. Warranties of installation and cabling system. The Contractor shall provide a system warranty covering the installed cabling system against defects in workmanship, components, and performance, and covering follow-on support after project completion.
16. The contractor must provide written certification that all contract employees assigned to the work site have had a pre-placement tuberculin screening within 90 days prior to assignment to the worksite and been found to have negative TB screening reactions. Contractors will be required to show documentation of negative TB screening reactions for any additional workers who are added after the 90-day requirement before they will be allowed to work on the work site. NOTE: This can be the Center for Disease Control (CDC) two-step skin testing, or a Food and Drug Administration (FDA)-approved blood test.
- a. Contract employees manifesting positive screening reactions to the tuberculin must be examined by a physician and certified in writing that the contractor does not have active infectious tuberculosis as described by the current CDC guidelines prior to working on VHA property.
17. Contractor shall have background check of key employees in support of a flash badge to access active telecommunications rooms (complete at time of award) without VA OIT or COR escort. VA OIT will provide guidance regarding access active closets. Please note the approved candidate(s) will act as a sentry for a single IT room/closet when accessed. Hence the contractor is encouraged to have several individuals approved to meet the schedule.
18. Contractor shall prioritize phasing with the Domiciliary (donut structure) and buildings 20, 23 first. There is an expectation the contractor will be able to adapt if this does not align with the VA needs.
19. Contractor shall utilize Best Practices for Purchasing Environmentally Sustainable Products (<https://sftool.gov/greenprocurement>) for procurement to comply with VA Green directive.
20. VHA Supplemental Contract Requirements for Combatting COVID-19
- a. Contractor employees who work in or travel to VHA locations must comply with the following:
    - i. Documentation requirements:
      - 1. If fully vaccinated, contractors shall show proof of vaccination.
        - a. 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.
    - ii. 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.

- iii. 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.
    - iv. 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.
  - b. 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.
    - i. 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.
  - c. Contractor must immediately notify their COR or Contracting Officer if contract performance is jeopardized due to contractor employees being denied entry into VA Facilities.
  - d. The above paragraphs constitute a basic outline of the work to be accomplished and in no way comprises all the details for this project. Contractor shall refer to drawings and specifications for comprehensive construction requirements.

FIGURE 1:

The C&A Requirements do not apply, and that a Security Accreditation Package is not required.



Figure 1- Laydown area overview near building 66

## Appendix A: Access Point/Conduit Installation Checklist

Bldg.	Floor	Room/Area	Issue to be Addressed	Complete
1	B	Left of Upper Center	Contractor shall provide conduit pathway from IT closet TB11A to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated vertically on wall at AP17 location for room containing hard ceiling	
1	B	Center	Contractor shall provide conduit pathway from IT closet 210A to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated horizontally at AP12 location for room containing hard ceiling	
1	2	Bottom Center	Contractor shall provide conduit pathway from IT closet 204A to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated horizontally at AP13 location for room containing hard ceiling	
1	2	Center	Contractor shall provide conduit pathway from IT closet 206A to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated vertically on wall at AP16 location for room containing hard ceiling	
2	B	Bottom Left	Contractor shall provide conduit pathway from IT closet F2-FB-TN10 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated vertically on wall at AP12 below obstruction hard ceiling location	
2	B	B1B	Contractor shall provide conduit pathway from IT closet B2-FB-TN9A to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated vertically on wall at AP13 below obstruction hard ceiling location	
3	B	Hallway Outside 2	Contractor shall provide conduit pathway from IT closet 9A to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated horizontally at AP09 location for room containing hard ceiling	
3	B	9A	Contractor shall provide conduit pathway from IT closet 9A to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated vertically on wall at AP11 location for room containing hard ceiling	

5	B	5	Contractor shall provide conduit pathway from IT closet 14A to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated horizontally at AP11 below obstruction hard ceiling location	
5	1	Hallway outside 100C	Contractor shall provide conduit pathway from IT closet B5-FB-14A to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated horizontally at AP12 location for room containing hard ceiling	
5	2	209	Contractor shall provide conduit pathway from IT closet B5-FB-14A to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated vertically on wall at AP03 location for room containing hard ceiling	
5	2	207	Contractor shall provide conduit pathway from IT closet B5-FB-14A to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated vertically on wall at AP07 location for room containing hard ceiling	
6	B	8	Contractor shall provide conduit pathway from IT closet B65-F1-100 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated horizontally at AP12 below obstruction hard ceiling location	
6	1	TV Room	Contractor shall provide conduit pathway from IT closet B65-F1-100 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated vertically on wall at AP01 location for room containing hard ceiling	
6	1	Exercise Equipment	Contractor shall provide conduit pathway from IT closet B65-F1-100 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated vertically on wall at AP02 location for room containing hard ceiling	
6	1	Games	Contractor shall provide conduit pathway from IT closet B65-F1-100 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated vertically on wall at AP03 location for room containing hard ceiling	



6	1	Recreation Class	Contractor shall provide conduit pathway from IT closet B65-F1-100 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated vertically on wall at AP04 location for room containing hard ceiling	
6	1	Office – Right of Upper Center	Contractor shall provide conduit pathway from IT closet B65-F1-100 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated vertically on wall at AP06 location for room containing hard ceiling	
6	1	Center Right, Outside of Laundry	Contractor shall provide conduit pathway from IT closet B65-F1-100 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated vertically on wall at AP07 location for room containing hard ceiling	
6	1	Office – Upper Right	Contractor shall provide conduit pathway from IT closet B65-F1-100 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated vertically on wall at AP08 location for room containing hard ceiling	
6	2	206	Contractor shall provide conduit pathway from IT closet B65-F1-100 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated vertically on wall at AP01 location for room containing hard ceiling	
7	B	4A	Contractor shall provide conduit pathway from IT closet B65-F1-100 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated horizontally at AP09 below obstruction hard ceiling location	
7	B	7	Contractor shall provide conduit pathway from IT closet B65-F1-100 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated horizontally at AP10 below obstruction hard ceiling location	
7	B	9	Contractor shall provide conduit pathway from IT closet B65-F1-100 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated horizontally at AP11 below obstruction hard ceiling location	

7	B	Hallway Outside 1	Contractor shall provide conduit pathway from IT closet B65-F1-100 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated horizontally at AP12 below obstruction hard ceiling location	
8	B	Hallway Outside 3	Contractor shall provide conduit pathway from IT closet 13 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated vertically on wall at AP08 location for room containing hard ceiling	
8	B	13	Contractor shall provide conduit pathway from IT closet 13 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated vertically on wall at AP09 location for room containing hard ceiling	
8	B	11	Contractor shall provide conduit pathway from IT closet 13 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated horizontally at AP10 location for room containing hard ceiling	
8	1	105	Contractor shall provide conduit pathway from IT closet B8-FB-13 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated vertically on wall at AP01 location for room containing hard ceiling	
8	1	104	Contractor shall provide conduit pathway from IT closet B8-FB-13 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated vertically on wall at AP02 location for room containing hard ceiling	
8	1	104	Contractor shall provide conduit pathway from IT closet B8-FB-13 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated vertically on wall at AP03 location for room containing hard ceiling	
8	1	104	Contractor shall provide conduit pathway from IT closet B8-FB-13 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated vertically on wall at AP04 location for room containing hard ceiling	

8	1	104	Contractor shall provide conduit pathway from IT closet B8-FB-13 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated vertically on wall at AP05 location for room containing hard ceiling	
8	1	108	Contractor shall provide conduit pathway from IT closet B8-FB-13 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated vertically on wall at AP06 location for room containing hard ceiling	
8	1	Hallway Outside 101	Contractor shall provide conduit pathway from IT closet B8-FB-13 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated vertically on wall at AP07 location for room containing hard ceiling	
8	2	206	Contractor shall provide conduit pathway from IT closet B8-FB-13 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated vertically on wall at AP01 location for room containing hard ceiling	
8	2	205	Contractor shall provide conduit pathway from IT closet B8-FB-13 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated vertically on wall at AP02 location for room containing hard ceiling	
8	2	205	Contractor shall provide conduit pathway from IT closet B8-FB-13 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated vertically on wall at AP03 location for room containing hard ceiling	
8	2	205	Contractor shall provide conduit pathway from IT closet B8-FB-13 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated vertically on wall at AP04 location for room containing hard ceiling	
8	2	209	Contractor shall provide conduit pathway from IT closet B8-FB-13 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated vertically on wall at AP05 location for room containing hard ceiling	

8	2	Hallway Outside 202	Contractor shall provide conduit pathway from IT closet B8-FB-13 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated vertically on wall at AP06 location for room containing hard ceiling	
9	1	Unnamed Room at Lower Center	Contractor shall provide conduit pathway from IT closet B2-FB-TB9A to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated horizontally at AP03 location for room containing hard ceiling	
10	1	Unnamed Room at Left of Top Center	Contractor shall provide conduit pathway from IT closet B2-FB-RTB9 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated horizontally at AP01 location for room containing hard ceiling	
10	1	Unnamed Room at Top Right	Contractor shall provide conduit pathway from IT closet B2-FB-RTB9 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated horizontally at AP04 location for room containing hard ceiling	
11	G	6	Contractor shall provide conduit pathway from IT closet 1 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated vertically on wall at AP05 location for room containing hard ceiling	
11	G	1	Contractor shall provide conduit pathway from IT closet 1 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated vertically on wall at AP06 location for room containing hard ceiling	
11	1	105	Contractor shall provide conduit pathway from IT closet B11-FG-1 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated vertically on wall at AP04 location for room containing hard ceiling	
11	1	107	Contractor shall provide conduit pathway from IT closet B11-FG-1 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated horizontally at AP05 location for room containing hard ceiling	

11	1	104	Contractor shall provide conduit pathway from IT closet B11-FG-1 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated vertically on wall at AP06 location for room containing hard ceiling	
11	1	101	Contractor shall provide conduit pathway from IT closet B11-FG-1 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated vertically on wall at AP07 location for room containing hard ceiling	
12	B	B6F	Contractor shall provide conduit pathway from IT closet B53-F1-107 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated horizontally at AP36 location for room containing hard ceiling	
12	B	Hallway Outside B9	Contractor shall provide conduit pathway from IT closet B53-F1-107 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated vertically on wall at AP37 location for room containing hard ceiling	
12	B	DB07	Contractor shall provide conduit pathway from IT closet B12-FB-B39 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated horizontally at AP38 location for room containing hard ceiling	
13	1	3	Contractor shall provide conduit pathway from IT closet B65-F1-100 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated horizontally at AP04 location for room containing hard ceiling	
17	1	Left Top Center	Contractor shall provide conduit pathway from IT closet B17-FB-100 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated horizontally at AP03 location for room containing hard ceiling	
20	1	Center	Contractor shall provide conduit pathway from IT closet B20-FB-5B1 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated horizontally at AP03 location for room containing hard ceiling	

20	1	Infants Sleeping Area	Contractor shall provide conduit pathway from IT closet B20-FB-5B1 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated horizontally at AP04 location for room containing hard ceiling	
20	1	Dining Room	Contractor shall provide conduit pathway from IT closet B20-FB-5B1 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated horizontally at AP05 location for room containing hard ceiling	
20	2	Left of Lower Center	Contractor shall provide conduit pathway from IT closet B20-FB-5B1 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated horizontally at AP01 location for room containing hard ceiling	
20	2	Left of Upper Center	Contractor shall provide conduit pathway from IT closet B20-FB-5B1 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated horizontally at AP02 location for room containing hard ceiling	
20	2	Right of Center	Contractor shall provide conduit pathway from IT closet B20-FB-5B1 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated horizontally at AP03 location for room containing hard ceiling	
20	2	Top Center	Contractor shall provide conduit pathway from IT closet B20-FB-5B1 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated horizontally at AP04 location for room containing hard ceiling	
43	1	107	Contractor shall provide conduit pathway from IT closet B43-FB-43 to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated vertically on wall at AP05 location for room containing hard ceiling	
66	1	111	Contractor shall provide conduit pathway from IT closet 27A to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated horizontally at AP07 location for room containing hard ceiling	

B	1	103	Contractor shall provide conduit pathway from IT closet B14-FG-102A to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated horizontally at AP02 location for room containing hard ceiling	
Arcade	L	Bottom Center	Contractor shall provide conduit pathway from IT closet BArcade-F1-TB11A to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated horizontally at AP07 below obstruction hard ceiling location	
Arcade	U	Right of Top Center	Contractor shall provide conduit pathway from IT closet TB30A to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated horizontally at AP07 location for room containing hard ceiling	
Arcade	U	Left of Bottom Center	Contractor shall provide conduit pathway from IT closet TB30A to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated horizontally at AP08 location for room containing hard ceiling	
Arcade	U	Right of Bottom Center	Contractor shall provide conduit pathway from IT closet 210A to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated horizontally at AP09 location for room containing hard ceiling	
Arcade	U	Left of Top Center	Contractor shall provide conduit pathway from IT closet TB30A to designed AP location, in open and hard ceiling area, with 4-11/16" dual gang box situated horizontally at AP10 location for room containing hard ceiling	

## Appendix B: Summary of Installs

Building	AP Installs	Vertical building Runs	Cable Trays
1	4		
2	2		
3	2		
5	4		
6	9	2 runs, 2-inch EMT, 4 pull boxes, basement, 1st, 2nd floor, attic, approximately 90 linear feet.	
7	4		
8	16	2 runs, 2-inch EMT, 4 pull boxes, basement, 1st, 2nd floor, attic, approximately 90 linear feet.	
9	1		
10	2		
11	6		
12	3		
13	1		
17	1		
20	7	1 run, 2-inch EMT, 4 pull boxes, basement, 1st, 2nd, attic, approximately 45 linear feet.	
23	1, See note 2	1 run, 2-inch EMT, 4 pull boxes, basement, 1st, 2nd, attic, approximately 45 linear feet.	
43	1		
66	1		10-inch cable tray, 80 linear feet
Arcade	5		
B	1		
Grand	70		



Total			
-------	--	--	--

**End of SOW**

## NARA RECORD MANAGEMENT LANGUAGE FOR CONTRACTS

<https://www.archives.gov/records-mgmt/policy/records-mgmt-language>

### Requirements

1. Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.
2. In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.
3. In accordance with 36 CFR 1222.32, Contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.
4. The Black Hills Hot Springs VA Medical Center and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of the Black Hills Hot Springs VA Medical Center or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must report to the Black Hills Hot Springs VA Medical Center. The agency must report promptly to NARA in accordance with 36 CFR 1230.
5. The Contractor shall immediately notify the appropriate Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the task order. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment is no longer required, it shall be

returned to the Black Hills Hot Springs VA Medical Center control or the Contractor must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer or address prescribed in the [contract vehicle]. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).

6. The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The Contractor (and any sub-contractor) is required to abide by Government and the Black Hills Hot Springs VA Medical Center guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.
7. The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with the Black Hills Hot Springs VA Medical Center policy.
8. The Contractor shall not create or maintain any records containing any non-public the Black Hills Hot Springs VA Medical Center information that are not specifically tied to or authorized by the contract.
9. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.
10. The Black Hills Hot Springs VA Medical Center owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which the Black Hills Hot Springs VA Medical Center shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.
11. Training. All Contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take the Black Hills Hot Springs VA Medical Center-provided records management training. The Contractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

[Note: To the extent an agency requires contractors to complete records management training, the agency must provide the training to the contractor.]

#### D. Flow down of Requirements to Subcontractors

1. The Contractor shall incorporate the substance of this clause, its terms and requirements including this paragraph, in all subcontracts under this [contract vehicle], and require written subcontractor acknowledgment of same.
2. Violation by a subcontractor of any provision set forth in this clause will be attributed to the Contractor.

## VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY (6500.6 APPENDIX C)

### 1. GENERAL

Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

### 2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

a. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.

b. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, *Personnel Suitability and Security Program*. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

c. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.

d. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.

e. The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

### 3. VA INFORMATION CUSTODIAL LANGUAGE

a. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

b. VA information should not be co-mingled, if possible, with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling

must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on site inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.

c. Prior to termination or completion of this contract, contractor/subcontractor must not destroy information received from VA, or gathered/created by the contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, *Records and Information Management* and its Handbook 6300.1 *Records Management Procedures*, applicable VA Records Control Schedules, and VA Handbook 6500.1, *Electronic Media Sanitization*. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.

d. The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.

e. The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

f. If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.

g. If a VHA contract is terminated for cause, the associated BAA must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, *Business Associate Agreements*. Absent an agreement to use or disclose protected health information, there is no business associate relationship.

h. The contractor/subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.

i. The contractor/subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.

j. Except for uses and disclosures of VA information authorized by this contract for

performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.

k. Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order or other requests for the above mentioned information, that contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.

l. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or an MOU-ISA for system interconnection, the contractor/subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COTR.

#### **4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT**

a. Information systems that are designed or developed for or on behalf of VA at non-VA facilities shall comply with all VA directives developed in accordance with FISMA, HIPAA, NIST, and related VA security and privacy control requirements for Federal information systems. This includes standards for the protection of electronic PHI, outlined in 45 C.F.R. Part 164, Subpart C, information and system security categorization level designations in accordance with FIPS 199 and FIPS 200 with implementation of all baseline security controls commensurate with the FIPS 199 system security categorization (reference Appendix D of VA Handbook 6500, *VA Information Security Program*). During the development cycle a Privacy Impact Assessment (PIA) must be completed, provided to the COTR, and approved by the VA Privacy Service in accordance with Directive 6507, *VA Privacy Impact Assessment*.

b. The contractor/subcontractor shall certify to the COTR that applications are fully functional and operate correctly as intended on systems using the VA Federal Desktop Core Configuration (FDCC), and the common security configuration guidelines provided by NIST or the VA. This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista) and future versions, as required.

c. The standard installation, operation, maintenance, updating, and patching of software shall not alter the configuration settings from the VA approved and FDCC configuration. Information technology staff must also use the Windows Installer Service for installation to the default "program files" directory and silently install and uninstall.

d. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

e. The security controls must be designed, developed, approved by VA, and implemented in accordance with the provisions of VA security system development life cycle as outlined in NIST Special Publication 800-37, *Guide for Applying the Risk Management Framework to Federal Information Systems*, VA Handbook 6500, *Information Security Program* and VA Handbook 6500.5, *Incorporating Security and Privacy in System Development Lifecycle*.

f. The contractor/subcontractor is required to design, develop, or operate a System of

Records Notice (SOR) on individuals to accomplish an agency function subject to the Privacy Act of 1974, (as amended), Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Privacy Act may involve the imposition of criminal and civil penalties.

g. The contractor/subcontractor agrees to:

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies:

(a) The Systems of Records (SOR); and

(b) The design, development, or operation work that the contractor/subcontractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a SOR on individuals that is subject to the Privacy Act; and

(3) Include this Privacy Act clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a SOR.

h. In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a SOR on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a SOR on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a SOR on individuals to accomplish an agency function, the contractor/subcontractor is considered to be an employee of the agency.

(1) "Operation of a System of Records" means performance of any of the activities associated with maintaining the SOR, including the collection, use, maintenance, and dissemination of records.

(2) "Record" means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and contains the person's name, or identifying number, symbol, or any other identifying particular assigned to the individual, such as a fingerprint or voiceprint, or a photograph.

(3) "System of Records" means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

i. The vendor shall ensure the security of all procured or developed systems and technologies, including their subcomponents (hereinafter referred to as "Systems"), throughout the life of this contract and any extension, warranty, or maintenance periods. This includes, but is not limited to workarounds, patches, hotfixes, upgrades, and any physical components (hereafter referred to as Security Fixes) which may be necessary to fix all security vulnerabilities published or known to the vendor anywhere in the Systems, including Operating Systems and firmware. The vendor shall ensure that Security Fixes shall not negatively impact the Systems.

j. The vendor shall notify VA within 24 hours of the discovery or disclosure of successful exploits of the vulnerability which can compromise the security of the Systems (including the confidentiality or integrity of its data and operations, or the availability of the system). Such issues shall be remediated as quickly as is practical, but in no event longer than 21 days.

k. When the Security Fixes involve installing third party patches (such as Microsoft OS patches or Adobe Acrobat), the vendor will provide written notice to the VA that the patch has been validated as not affecting the Systems within 10 working days. When the vendor is responsible for operations or maintenance of the Systems, they shall apply the Security Fixes within 13 days.

l. All other vulnerabilities shall be remediated as specified in this paragraph in a timely manner based on risk, but within 60 days of discovery or disclosure. Exceptions to this paragraph (e.g. for the convenience of VA) shall only be granted with approval of the contracting officer and the VA Assistant Secretary for Office of Information and Technology.

## **5. INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE**

a. For information systems that are hosted, operated, maintained, or used on behalf of VA at non-VA facilities, contractors/subcontractors are fully responsible and accountable for ensuring compliance with all HIPAA, Privacy Act, FISMA, NIST, FIPS, and VA security and privacy directives and handbooks. This includes conducting compliant risk assessments, routine vulnerability scanning, system patching and change management procedures, and the completion of an acceptable contingency plan for each system. The contractor's security control procedures must be equivalent, to those procedures used to secure VA systems. A Privacy Impact Assessment (PIA) must also be provided to the COTR and approved by VA Privacy Service prior to operational approval. All external Internet connections to VA's network involving VA information must be reviewed and approved by VA prior to implementation.

b. Adequate security controls for collecting, processing, transmitting, and storing of Personally Identifiable Information (PII), as determined by the VA Privacy Service, must be in place, tested, and approved by VA prior to hosting, operation, maintenance, or use of the information system, or systems by or on behalf of VA. These security controls are to be assessed and stated within the PIA and if these controls are determined not to be in place, or inadequate, a Plan of Action and Milestones (POA&M) must be submitted and approved prior to the collection of PII.

c. Outsourcing (contractor facility, contractor equipment or contractor staff) of systems or network operations, telecommunications services, or other managed services requires certification and accreditation (authorization) (C&A) of the contractor's systems in accordance with VA Handbook 6500.3, *Certification and Accreditation* and/or the VA OCS Certification Program Office. Government-owned (government facility or government equipment) contractor-operated systems, third party or business partner networks require memorandums of understanding and interconnection agreements (MOU-ISA) which detail what data types are shared, who has access, and the appropriate level of security controls for all systems connected to VA networks.

d. The contractor/subcontractor's system must adhere to all FISMA, FIPS, and NIST standards related to the annual FISMA security controls assessment and review and update the PIA. Any deficiencies noted during this assessment must be provided to the VA contracting officer and the ISO for entry into VA's POA&M management process. The contractor/subcontractor must use VA's POA&M process to document planned remedial actions to address any deficiencies in information security policies, procedures, and practices, and the completion of those activities. Security deficiencies must be corrected within the timeframes



approved by the government. Contractor/subcontractor procedures are subject to periodic, unannounced assessments by VA officials, including the VA Office of Inspector General. The physical security aspects associated with contractor/subcontractor activities must also be subject to such assessments. If major changes to the system occur that may affect the privacy or security of the data or the system, the C&A of the system may need to be reviewed, retested and re-authorized per VA Handbook 6500.3. This may require reviewing and updating all of the documentation (PIA, System Security Plan, Contingency Plan). The Certification Program Office can provide guidance on whether a new C&A would be necessary.

e. The contractor/subcontractor must conduct an annual self assessment on all systems and outsourced services as required. Both hard copy and electronic copies of the assessment must be provided to the COTR. The government reserves the right to conduct such an assessment using government personnel or another contractor/subcontractor. The contractor/subcontractor must take appropriate and timely action (this can be specified in the contract) to correct or mitigate any weaknesses discovered during such testing, generally at no additional cost.

f. VA prohibits the installation and use of personally-owned or contractor/subcontractor owned equipment or software on VA's network. If non-VA owned equipment must be used to fulfill the requirements of a contract, it must be stated in the service agreement, SOW or contract. All of the security controls required for government furnished equipment (GFE) must be utilized in approved other equipment (OE) and must be funded by the owner of the equipment. All remote systems must be equipped with, and use, a VA-approved antivirus (AV) software and a personal (host-based or enclave based) firewall that is configured with a VA-approved configuration. Software must be kept current, including all critical updates and patches. Owners of approved OE are responsible for providing and maintaining the anti-viral software and the firewall on the non-VA owned OE.

g. All electronic storage media used on non-VA leased or non-VA owned IT equipment that is used to store, process, or access VA information must be handled in adherence with VA Handbook 6500.1, *Electronic Media Sanitization* upon: (i) completion or termination of the contract or (ii) disposal or return of the IT equipment by the contractor/subcontractor or any person acting on behalf of the contractor/subcontractor, whichever is earlier. Media (hard drives, optical disks, CDs, back-up tapes, etc.) used by the contractors/subcontractors that contain VA information must be returned to the VA for sanitization or destruction or the contractor/subcontractor must self-certify that the media has been disposed of per 6500.1 requirements. This must be completed within 30 days of termination of the contract.

h. Bio-Medical devices and other equipment or systems containing media (hard drives, optical disks, etc.) with VA sensitive information must not be returned to the vendor at the end of lease, for trade-in, or other purposes. The options are:

- (1) Vendor must accept the system without the drive;
- (2) VA's initial medical device purchase includes a spare drive which must be installed in place of the original drive at time of turn-in; or
- (3) VA must reimburse the company for media at a reasonable open market replacement cost at time of purchase.
- (4) Due to the highly specialized and sometimes proprietary hardware and software associated with medical equipment/systems, if it is not possible for the VA to retain the hard drive, then;

(a) The equipment vendor must have an existing BAA if the device being traded in has sensitive information stored on it and hard drive(s) from the system are being returned physically intact; and

(b) Any fixed hard drive on the device must be non-destructively sanitized to the greatest extent possible without negatively impacting system operation. Selective clearing down to patient data folder level is recommended using VA approved and validated overwriting technologies/methods/tools. Applicable media sanitization specifications need to be preapproved and described in the purchase order or contract.

(c) A statement needs to be signed by the Director (System Owner) that states that the drive could not be removed and that (a) and (b) controls above are in place and completed.

The ISO needs to maintain the documentation.

## **6. SECURITY INCIDENT INVESTIGATION**

a. The term “security incident” means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/subcontractor shall immediately notify the COTR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access.

b. To the extent known by the contractor/subcontractor, the contractor/subcontractor’s notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.

c. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.

d. In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

## **7. LIQUIDATED DAMAGES FOR DATA BREACH**

a. Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.

b. The contractor/subcontractor shall provide notice to VA of a “security incident” as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.

c. Each risk analysis shall address all relevant information concerning the data breach, including the following:

- (1) Nature of the event (loss, theft, unauthorized access);
- (2) Description of the event, including:
  - (a) date of occurrence;
  - (b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
- (3) Number of individuals affected or potentially affected;
- (4) Names of individuals or groups affected or potentially affected;
- (5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
- (6) Amount of time the data has been out of VA control;
- (7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
- (8) Known misuses of data containing sensitive personal information, if any;
- (9) Assessment of the potential harm to the affected individuals;
- (10) Data breach analysis as outlined in 6500.2 Handbook, *Management of Security and Privacy Incidents*, as appropriate; and
- (11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

d. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of \$202 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

- (1) Notification;

- (2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
- (3) Data breach analysis;
- (4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
- (5) One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and
- (6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

## **8. SECURITY CONTROLS COMPLIANCE TESTING**

On a periodic basis, VA, including the Office of Inspector General, reserves the right to evaluate any or all of the security controls and privacy practices implemented by the contractor under the clauses contained within the contract. With 10 working-day's notice, at the request of the government, the contractor must fully cooperate and assist in a government-sponsored security controls assessment at each location wherein VA information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of VA, including those initiated by the Office of Inspector General. The government may conduct a security control assessment on shorter notice (to include unannounced assessments) as determined by VA in the event of a security incident or at any other time.

## **9. TRAINING**

a. All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:

- (1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the *Contractor Rules of Behavior*, Appendix E relating to access to VA information and information systems;
- (2) Successfully complete the *VA Cyber Security Awareness and Rules of Behavior* training and annually complete required security training;
- (3) Successfully complete the appropriate VA privacy training and annually complete required privacy training; and
- (4) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access [to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document – e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, *Information Technology Security Training Requirements*.]

b. The contractor shall provide to the contracting officer and/or the COTR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.

c. Failure to complete the mandatory annual training and sign the Rules of Behavior

annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

## 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>
<b>BASE ITEMS</b>						
0001	For all labor, materials, equipment, and associated costs to complete the work for the project entitled "568A4-21-709, EHRM Install of NextGen Wifi" at the Black Hills VA Medical Center located in Hot Springs, SD.	FFP	1	JOB	L.S.	\$
<b>TOTAL PRICE</b>						\$

*LIN – Line Item Number*

*LS – Lump Sum*

## PRICE SCHEDULE BREAKDOWN SHEET

Price Schedule Breakdown Sheet		
Contractor:		
RFP #:	36C26322R0156	
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: SD20220022 07/01/2022

Superseded General Decision Number: SD20210022

State: South Dakota

Construction Type: Building

Counties: Bennett, Brule, Fall River, Gregory, Jackson, Jones, Lyman, Mellette and Tripp Counties 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 02/25/2022  
 2 07/01/2022

ASBE0057-001 07/01/2021

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe & Mechanical System Insulation)....	\$ 31.00	15.00

-----  
 BRSD0004-003 05/01/2017

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

-----  
 ELEC0426-002 06/01/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 30.83	9.5%+13.32

-----  
 ENGI0049-009 09/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane.....	\$ 26.38	7.87
(3) Hydro Crane; Crane		
(All Other Types).....	\$ 25.47	7.87

Long Boom Pay: 151' to 200' - \$0.50 per hour additional; 201'  
 and over - \$0.60 per hour. Measurement shall be from butt  
 pins of the boom to the top of the sheave or jib sheave.  
 Tower Crane Premium: From the top of the tower crane  
 foundation to the top of the tower crane apex. In the case  
 of luffing cranes, to the top of Gantry, plus boom length  
 per classification:

250' to 299' - \$1.00  
 300' to 349' - \$1.50  
 350' to 399' - \$2.00  
 400' to 449' - \$2.50  
 450' and over - \$3.00

-----  
 \* IRON0021-018 06/01/2022

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 27.60	15.04

-----  
 \* SUSD2012-019 08/21/2014

	Rates	Fringes
CARPENTER.....	\$ 16.99	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 20.67	11.85
LABORER: Common or General.....	\$ 11.68 **	0.00
LABORER: Mason Tender - Brick...	\$ 14.19 **	0.00
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 19.34	0.00

OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 21.08	0.00
Painter (Brush, Roller, and Spray).....	\$ 18.80	4.99
PLUMBER.....	\$ 14.02 **	1.90
ROOFER.....	\$ 14.35 **	2.14
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 20.41	9.64

-----

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 (160 Pages)

Attachment 2\_EHRM NextGen Drawing Set (51 Pages)

Attachment 3\_HS Campus Map 2000 (1 Page)

Attachment 4\_Cutsheets Small Diameter CAT6A (17 Pages)

Attachment 5\_PCRA ICRA Risk Assessment NextGen HS Long Version (4 Pages)

Attachment 6\_Installation of New Access Points (7 Pages)\*

*\*Per the COR, the 'Attachment 6\_Installation of New Access Points' document "is limited to grid ceilings, could not find anything for hard ceilings, must infer from Appendix A of SOW."*