

**STATEMENT OF WORK**  
**DOM Renovation for Patient Privacy Building 8, Hot Springs, SD**  
**PROJECT #: 568A4-21-208**

1. **Background:** This project is located at the Hot Springs VA campus, at 500 North 5<sup>th</sup> Street Hot Springs, SD 57747. The Black Hills VA Health Care System (BHVAHCS) requires the renovation of Domiciliary Building 8. The project renovates the entirety of Building 8, a three-story building with attic that is connected to the circular arcade of the historic complex at the Hot Springs VA Hospital. The current use of the building is the housing of Domiciliary patients for longer term, non-medical care. This building is currently used for similar functions by use of 2 floors of large open floor plans which have been subdivided by barracks. The rooms do not provide privacy and the support spaces required by current VA guidelines for Domiciliary care and need to be modernized for current veteran patients.

2. **Scope of Contract**

- **Base Bid:** The Contractor shall provide all supervision, tools, labor, materials, equipment, and testing necessary to accomplish the DOM Renovation for Patient Privacy Building 8 project per construction drawings and specifications for project 568A4-21-208. Follow OSHA and all VA regulations as outlined in specification section 01 00 00. This work includes, but is not limited to:
  - Demolition as described on the design plans and specifications. The contractor is responsible for locating all the existing utilities within the project site before any excavation or stie work begins.
  - Contractor shall remove from the VA site and dispose of all equipment and materials not scheduled to be reused.
  - Construction consists of, but is not limited to:
    - Remove and replace steel egress stairs.
    - Installation of new hydraulic elevator.
    - Replace sanitary sewer and vent piping.
    - Replace domestic water piping.
    - Remove and replace fire sprinkler piping.
    - Installation of new HVAC units.
    - Electrical panel replacement.
    - Expanding existing video surveillance system with additional cameras.
  - Due to the nature of the utility's outages and the major effects to the hospital, all utility outages will require at least 14 calendar days' notice. The facility must remain operational at all times including all utilities, including but not limited to the steam, electrical, and potable water. Contractor to provide all equipment and utilities during outages to keep facility operational unless otherwise noted in the plans and specifications.
- **General**
  - Sensitivity of Information: The sensitivity of information relating to this project is emphasized. The entirety of the information in this SOW shall be treated as for

Official Use Only. This information is not to be distributed without a confirmed need to know, as confirmed by the VA.

- Accuracy of the Planned Information: Bidders are highly encouraged to conduct a thorough site visit to investigate all as-built conditions of the project area in this SOW.
- Discrepancies in Planning Information: The prime contractor shall promptly report to the Contracting Officer in writing any discrepancies between plans and specifications and as-built conditions. The Prime Contractor shall make no adjustments to their work due to discrepancies prior to review by the Contracting Officer.
- Ownership of Drawings: All designs, drawings, specifications, notes and other work developed in the performance of this contract shall be sole property of the US Government.
- The Prime Contractor shall provide a list of all items specified for which no substitutions will be accepted. The list shall identify each item with the specification section in which the item is defined.
- If for any reason any deliverable cannot be delivered within the scheduled time frame, the contractor is required to explain why in writing to the CO, including a firm commitment of when the work shall be completed. This notice to the CO shall cite the reasons for the delay, and the impact on the overall project. The CO will then review the facts and issue a response, in accordance with applicable regulations.

- **Type of Contract:** Firm-Fixed-Price contract.

3. **Performance Period:** The contractor shall complete the work required under this SOW in 455 calendar days or less from date of Notice to Proceed, unless otherwise directed by the Contracting Officer (CO). Work at the Government site shall not take place on Federal holidays or weekends unless authorized by the COR and Contracting Officer. If authorized, night hours can start no earlier than 4:30 PM. Working hours shall be during normal VA working hours (8:00 AM to 4:30 PM Monday through Friday).

4. **Price Range:** The estimated magnitude of construction is between \$20,000,000 and \$50,000,000.

5. **NARA – Records Management Obligations**

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, the 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. VHA 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 VHA or destroyed except 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, the Contractor must report to VHA. 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 [**contract vehicle**]. 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 VHA 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 shall not create or maintain any records containing any non-public VHA information that is not specifically tied to or authorized by the contract.
7. 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.
8. The VHA 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 VHA 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.
9. **Training.** All Contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take VHA-provided records management training. The Contractor is responsible for confirming training has been completed according to agency policies, including **initial** training and **annual/refreshers** training.

## 6. TMS Training Required (See Attachments)