

This Request for Proposal (RFP) is for Architect/Engineer (A/E) services and is procured in accordance with the Brooks Act as implemented in Subpart 36.6 of the Federal Acquisition Regulation (FAR). The objective of this requirement is to obtain professional surveying services to correct poor drainage issues in active burial areas 1, 2, 3, C1, C2, C6 and C7 including the flagpole area at the National Cemetery of the Alleghenies.

SUBMISSION REQUIREMENTS: The proposal package shall contain the following:

- a. Completed and signed SF 252 with all required blocks completed.
- b. Completed copy of Standard Form 330 (SF 330) (attached in this announcement)
- c. Completed copy of VA Form 10-6298 (Architect Engineer Fee Proposal)
- d. Required representations and certifications.
- e. Acknowledgement of any amendments.

FAILURE TO SUBMIT ALL REQUIRED DOCUMENTATION MAY RESULT IN YOUR SUBMISSION BEING DETERMINED TECHNICALLY UNACCEPTABLE AND REMOVED FROM FURTHER CONSIDERATION.

Qualified firms must submit all submission requirements to the Department of Veterans Affairs (VA), National Cemetery Administration (NCA), **no later than 4:00 P.M. Eastern Standard Time on Friday, September 01, 2017.** This requirement is being set-aside 100% for Service Disabled Veteran Owned Small Businesses (SDVOSBs). Potential contractors must be registered in the System for Award Management (SAM) (www.sam.gov). SDVOSBs must be **verified** in Vet Biz (www.vetbiz.gov) at the time of bid submission to be considered for contract award. Additionally, the submission must include an insert detailing the following information: Duns & Bradstreet number, Tax ID Number, the email address and phone number of the primary point of contact, and a certified copy of the firms Vetbiz Registry. The Government will not pay nor reimburse any costs associated with responding to this request.

SITE VISIT: INTERESTED PARTIES ARE STRONGLY URGED TO INSPECT THE SITE BEFORE SUBMITTING A PROPOSAL. There will be a one-time organized site visit. The scheduled site visit will take place on Wednesday August 23, 2017 at 11:00 A.M. EST. Please meet at the entrance of the National Cemetery of the Alleghenies located at 1158 Morgan Rd, Bridgeville, PA 15017. The site inspection will begin promptly at 11:00 A.M. EST. **Requests for additional visits will not be honored.** Please coordinate with the below Cemetery Points of Contact (POC)(s) to attend the site-visit. **NOTE: PLEASE DO NOT CONTACT THE CEMETERY DIRECTOR NOR THE COR VIA TELEPHONE OR EMAIL BEFORE OR AFTER THE SITE VISIT TO ASK ANY SOLICITATION/CONTRACT RELATED QUESTIONS. DIRECT ALL QUESTIONS TO THE CONTRACTING OFFICER. THE CONTACT INFORMATION BELOW IS PROVIDED FOR THE SOLE PURPOSE OF SITE-VISIT PREPARATIONS. THE BELOW PERSONNEL WILL ANSWER ALL YOUR SPECIFIC QUESTIONS DURING THE SITE-VISIT (NOT BEFORE OR AFTER).**

CEMETERY POC(S):

CEMETERY DIRECTOR:

NAME: Ron Hestdalen

TELEPHONE: 724-746-4291

EMAIL: Ronald.Hestdalen@va.gov

CONTRACTING OFFICER'S REPRESENTATIVE (COR):

NAME: Rico Silvetti

TELEPHONE: 215-381-3787 ext. 4050

EMAIL: Rico.Silvetti@va.gov

REQUEST FOR INFORMATION (RFI) REQUIREMENTS:

Submission of RFI deadline is Monday August 28, 2017 no later than 5:00 P.M. EST. RFI requests will not be accepted after this date and time. All questions shall be emailed to the attention of anthony.hawley@va.gov. Emails must be titled in the following manner: VA786-17-R-0685| Project #925-NRM17-08 | SURVEYING SERVICES TO CORRECT POOR DRAINAGE ISSUES. Requests for information will not be accepted via telephone (no exceptions). Responses to the RFI submitted timely and properly identified as instructed above will be issued on or about Wednesday August 30, 2017. Failure of a proposed SDVOSB to be verified by the CVE at the time the SF330 is submitted will result in their elimination as a proposed contractor. The proposed services will be obtained by a Firm-Fixed Price Type Contract. The NAICS Code for this acquisition is 541330 and the applicable Small Business Size Standard is not more than \$15 Million average annual gross revenues for the past three fiscal years.

*AWARD OF ANY RESULTANT CONTRACT IS CONTINGENT UPON THE AVAILABILITY OF FUNDS. *

SUBMITTAL OF QUOTES / PROPOSALS:

- i. All proposals must be submitted through the Department of Veterans Affairs - Electronic Management System (eCMS) Vendor Portal website to be considered for award.
<https://www.vendorportal.ecms.va.gov>
- ii. Please go to the VA eCMS Vendor Portal website at <https://www.vendorportal.ecms.va.gov> to register. Once on the webpage, proceed to the Vendor Portal Login section located on the far left side of the webpage and click on 'Request a user account' to register. In the event an Offeror is unable to submit a proposal through the Vendor Portal domain, prior to the proposal closing date, contact the VAAS helpdesk at 1-877-634-3739, or via email at VA.Acquisition.Systems@va.gov. Submission of proposals through email will not be accepted. Proposal transmission/uploads must be completed by the date/time specified. Late or incomplete Proposals will not be considered.
- iii. If Offerors are still unable to submit a proposal through VA eCMS Vendor Portal, the Offerors may submit a CD version of their proposal package if VA eCMS Vendor Portal registration requirements have been fulfilled and Offerors have contacted the VAAS helpdesk for assistance in their submission of a proposal. A copy of the email correspondence with the VAAS helpdesk will be forwarded to the Contracting Officer, Anthony Q. Hawley at anthony.hawley@va.gov as proof of email correspondence. If a phone conversation with the VAAS helpdesk proves unsuccessful in an Offeror's ability to submit a proposal prior to the closing date via Vendor Portal, the Offeror shall submit to the Contracting Officer correspondence that contains the date, time, and name of helpdesk representative the Offeror contacted to include the reasons why the Offeror could not submit a proposal via the Portal. This document will be submitted together with the CD version of the proposal. **In the event an Offeror has not requested proposal submission assistance to the VAAS help desk prior to the closing date, nor has submitted correspondence that identifies reasons why the Offeror could not submit a proposal via Vendor Portal, the Offeror will be considered non-responsive and the CD version of the proposal will not be accepted.**
- iv. If a CD version of the proposal is accepted by the Contracting Officer, the CD version of the proposal may be submitted as an MS Word document. If PDF is preferred, then each Section submitted shall be a separate file. For example, all required licenses, technical proposal, Past Performance Questionnaires, shall all be under separate files and shall be classified as such. The CD shall be categorized in a manner where it is easy to ascertain. Offers who meet stated requirements may submit a CD version of their proposals at the address specified in Block 9 of SF 1449, or if hand carried, to the address shown in block 9, until the date and time specified in Block 8. CAUTION - LATE Submissions, Modifications, and Withdrawals: See provision 52.212-1. All offers are subject to all terms and conditions of this solicitation. Offers authorized to submit CD versions of their proposals are to submit their proposals to the Contracting Officer's Office, i.e., the Issuing Office address that appears in Block 9 of the SF-1449 above.

- a) The Government will award a Firm-Fixed price contract using the lowest price technically acceptable approach resulting from this solicitation to the responsible offeror whose proposal is most advantageous to the Government regarding price and other factors considered. In addition, the Government intends to award without discussions. Therefore, the offeror's initial proposal should contain optimal terms from a price and technical standpoint.

The following factors listed in descending order of importance will be used to evaluate offers: (1) Price, (2) Past Performance; and (3) Technical Capability. Past Performance and Technical Capability when combined are not more important than Price.

- b) Options: Option years are not applicable to this requirement.
- c) A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further actions to be taken by either party.

EVALUATION OF QUOTATIONS:

PROPOSALS WILL BE EVALUATED BASED ON THE FOLLOWING FACTORS LISTED AS SHOWN BELOW:

PRICE:

The LPTA procedure is applied to known, firm requirements, usually readily available in the commercial marketplace where a fair and reasonable price determination is based on adequate price competition. Therefore, price analysis will normally be used to determine the total evaluated price to support the selection of the lowest priced, technically acceptable offeror. In accordance with FAR 15.404-1 (b), the Government will compare proposed prices received in response to the solicitation with market value pricing obtained through competition and against the Independent Government Cost Estimate (IGCE). Prices proposed that fall within one (1) Standard Deviation (two (2) standard deviations maximum) of the mean/average of market value prices as well as the IGCE will be deemed fair and reasonable. Prices proposed that fall outside of the ranges of the criteria established will be deemed unfair and not reasonable. A quote/proposal that provides a price with no substantial information on pricing and/or performance will result in an inferior quote/proposal and may be considered non-responsive. In limited situations, a cost analysis may be appropriate to establish reasonableness of the otherwise successful offeror's price. In addition, offerors are cautioned against submitting a quote/proposal that contains unbalanced pricing. Unbalanced pricing exists when despite an acceptable total evaluated price, the price of one or more contract line items for the base and or option years (if applicable) is significantly overstated or understated as indicated by the application of analysis techniques. Quotes/proposals that are determined to be unbalanced may be rejected if the lack of balance poses an unacceptable risk to the Government.

PAST PERFORMANCE:

Past performance shall be used as an evaluation factor within the LPTA process. It shall be evaluated in accordance with FAR 15.305.

However, the comparative assessment in FAR 15.305(a)(2)(i) does not apply to LPTA. Therefore, past performance will be rated on an "acceptable" or "unacceptable" basis using the ratings in table below.

PAST PERFORMANCE EVALUATION RATINGS	
RATING	DESCRIPTION
ACCEPTABLE	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown. (See note below.)
UNACCEPTABLE	Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

Note: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

The past performance evaluation results is an assessment of the offeror's probability of meeting the minimum past performance solicitation requirements. This assessment is based on the offeror's record of relevant and recent past performance information that pertain to the products and/or services outlined in the solicitation requirements.

Contractors shall provide a list with a minimum of three (3) contracts and/or subcontracts that have been held over the past five (5) years providing services similar in size, scope, and complexity. Any additional information such as letters, associations, and standards to substantiate the past performance shall be furnished by the offeror. The contractor shall provide the following information for each contract and/or subcontract:

- a) Customer's name, address, telephone numbers of customers lead contract and technical personnel
- b) Contract Number
- c) Contract Dollar Value
- d) Any terminations (partial or complete) and the reason (convenience or default)

Past performance information may be obtained through the Past Performance Information Retrieval System (PPIRS) including Report Card (RC), Federal Awardee Performance and Integrity System (FAPIS), the Contractor Performance Assessment Reporting System (CPARS), Experian Credit Report, Questionnaires tailored to the circumstances of this acquisition, and all other relevant past performance information required to necessitate an appropriate rating.

TECHNICAL CAPABILITY:

The purpose of the technical factor is to assess whether the offeror's proposal will satisfy the Government's minimum requirements. Some of the aspects affecting an offeror's ability to meet the solicitation requirements may include technical approach, key personnel and qualifications, facilities, and others.

Once the minimum requirements are established, the team shall evaluate the offeror's proposal against these requirements to determine whether the proposal is acceptable or unacceptable, using the ratings and descriptions outlined in the below table.

TECHNICAL ACCEPTABLE/UNACCEPTABLE RATINGS	
RATING	DESCRIPTION
ACCEPTABLE	Proposal clearly meets the minimum requirements of the solicitation.
UNACCEPTABLE	Proposal does not clearly meet the minimum requirements of the solicitation.

STRENGTH – Any aspect of a proposal that, when judged against evaluation factors, enhances the merit of the proposal or increases the probability of successful performance of the contract.
WEAKNESS – A flaw in a proposal that increases the risk of unsuccessful contract performance.
DEFICIENCY – Failure of section of a proposal to meet a Government requirement, or combination of significant weaknesses in a proposal that increases the risk of unsuccessful performance of the contract.

Sub-Factor 1 – Corporate Project Experience:

Provide your company’s capability statement; Years in business; Type and age of equipment to be used on the project; Demonstrate corporate experience with no more than three (3) projects completed within the last five (5) years and/or similar in size and scope to this project as outlined in the solicitation specifically addressing projects you have completed that are similar to this request. In describing project experience, provide the following:

- Project title, location, and a brief description of the project.
- Project owner, name, and telephone number of owner’s contact person.
- Project’s Prime Contractor and major sub-contractors and name and telephone number of each contact person(s). NOTE: Each firm and managing person(s) Project Manager/Superintendent/Foreman
- Project start and completion dates (Original vs. Actual), and the reasons for any delays and/or change orders.
- Experience providing the type of work as outlined in the solicitation.
- List number of projects currently ongoing, their completion dates, and state whether those projects will influence this quote/proposal (i.e. Will the ongoing projects cause defaults, delays, or hardships on the successful completion of the project entailed within this solicitation?).

Sub-Factor 2 – Project Personnel Experience:

The offeror shall demonstrate the specialized experience and technical competence of the key personnel who will be assigned to this project specifically addressing projects with an emphasis on working within a National Cemetery or similar location/venue. At a minimum, this shall include both the Project Manager and On-site Superintendent/Foreman. In describing this criterion, provide the following:

- Name of individual.
- Firm employed by and/or with.
- Company position and title.
- Years with the company.
- Describe work experience with project(s) similar in scope.
- Indication of which, if any, project(s) submitted under Corporate Experience above, the individual participated in and what the individual was responsible for while assigned to the project(s).
- Position and/or responsibility that individual will hold in regards to the project team, description of duties, and what percentage of the individual’s time will be committed to this project. Describe educational background/experience, including degrees, certifications, etc. and granting institution.

Sub-Factor 3 – Technical/Management Approach:

The offeror shall demonstrate the following relevant to the subject project:

- Project Delivery Philosophy including Statements of Commitment (i.e. A statement from the individuals involved in the subject project pledging and obligating themselves to follow all courses of action identified in the quote/proposal). Also, provide conflict resolution methods in the event of a conflict/dispute (i.e. Points of contact that will handle all issues in question, how the conflict will be resolved, etc.)
- Quality Assurance and Quality Control Program/measurements.

- Capability to perform which includes the offeror's total bonding capacity, current available bonding capacity, and projected available bonding capacity.

Sub-Factor 4 – Scheduling/Phasing:

The offeror shall demonstrate the following:

- Project approach including a proposed project work schedule starting from the Notice to Proceed and concluding with contract completion. All schedule items shall show start date and completion date and specific tasks.
- Provide a written narrative plan to demonstrate understanding of the safety and phasing requirements to include documentation of Site-Supervisor and/or Foreman completion of 10-hour OSHA training.
- List subcontractors (IF APPLICABLE), their social economic status (i.e. Disabled Veteran, Veteran, Small, Large Business, etc.), and percent of work they will perform.

Sub-Factor 5 – Registered in the System for Award Management (SAM):

- Offeror shall provide a valid SAM Registration Report showing an active/current registration date.

Sub-Factor 6 – Registered in the Vendor Information Pages (VIP) and the Verification Case Management System (VCMS) via www.vip.vetbiz.gov:

- Offeror shall provide a valid Service Disabled Veteran Owned Small Business (SDVOSB) active registration certificate

Failure to submit all required documentation as required may result in your submission being found to be technically unacceptable.

VA786-17-R-0685 | Project #925-NRM17-08 | SURVEYING SERVICES TO CORRECT
POOR DRAINAGE ISSUES

ARCHITECT-ENGINEER CONTRACT

1. CONTRACT NO.

2. DATE OF CONTRACT

3A. NAME OF ARCHITECT-ENGINEER

3B. TELEPHONE NO. (Include Area Code)

3C. ADDRESS OF ARCHITECT-ENGINEER (Include ZIP Code)

4. DEPARTMENT OR AGENCY AND ADDRESS (Include ZIP Code) 43C1
Department of Veterans Affairs (VA)
National Cemetery Administration (NCA)
425 I Street N.W., 5th Floor

Washington, D.C. 20001

5. PROJECT TITLE AND LOCATION

NRM - NORTH ATLANTIC DISTRICT. Project #925-NRM17-08. Professional surveying services to correct poor drainage issues in active burial areas 1, 2, 3, C1, C2, C6 and C7 including the flagpole area at the National Cemetery of the Alleghenies.

6. CONTRACT FOR (General description of services to be provided)

THE DESIGN FIRM SHALL FURNISH ALL LABOR, MATERIALS, PROFESSIONAL SURVEYING SERVICES, AND PROFESSIONAL DESIGN SERVICES TO CORRECT POOR DRAINAGE ISSUES IN ACTIVE BURIAL AREAS WITHIN THE NATIONAL CEMETERY OF THE ALLEGHENIES. PLEASE SEE THE STATEMENT OF WORK FOR ALL REQUIRED DELIVERABLES. ALL WORK ASSOCIATED WITH THIS REQUIREMENT SHALL CONFORM TO ALL VA, FEDERAL, STATE, AND LOCAL CODES. THIS PROCUREMENT WILL BE A 100% SERVICE DISABLED VETERAN OWNED SMALL BUSINESS SET-ASIDE.

NAICS: 541330 SIZE STANDARD: \$15 MILLION
MAGNITUDE OF CONSTRUCTION / SERVICES: BETWEEN \$25,000.00 AND \$100,000.00

CONTRACTOR SHALL BEGIN PERFORMANCE WITHIN 2 CALENDAR DAYS OF RECEIPT OF NOTICE TO PROCEED.
CONTRACTOR SHALL COMPLETE WORK WITHIN 90 CALENDAR DAYS AFTER RECEIVING THE NOTICE TO PROCEED.

SITE VISIT: THERE IS ONLY ONE ORGANIZED SITE VISIT. THE SITE VISIT SHALL BE SCHEDULED FOR WEDNESDAY AUGUST 23, 2017 AT 11:00 A.M. EST.

CONTRACTING OFFICER'S REPRESENTATIVE (COR): RICO SILVETTI

PROPOSALS DUE: 09/01/2017 BY 4:00 P.M. EST.
QUESTIONS SHALL BE EMAILED TO: ANTHONY.HAWLEY@VA.GOV BY 5:00 P.M. ON 08/28/2017.

CONTRACTOR OFFICE TELEPHONE #:

CONTRACTOR CELL PHONE #:

CONTRACTOR DUNS #:

CONTRACTOR EMAIL:

7. CONTRACT AMOUNT (Express in words and figures)

8. NEGOTIATION AUTHORITY

FAR PART 15.404-4(c) (4) (i) (B)
FAR 36.6

9. ADMINISTRATIVE, APPROPRIATION, AND ACCOUNTING DATA

VA786-17-R-0685 | Project #925-NRM17-08 | SURVEYING SERVICES TO CORRECT POOR DRAINAGE ISSUES

10. The United States of America (called the Government) represented by the Contracting Officer executing this contract, and the Architect-Engineer agree to perform this contract in strict accordance with the clauses and the documents identified as follows, all of which are made a part of this contract:

- FAR 36.6
- REPRESENTATIONS AND CERTIFICATIONS
- GENERAL PROVISIONS
- GENERAL CONDITIONS
- CONTRACT PROCEDURES
- A/E FEE PROPOSAL
- DRAWINGS

If the parties to this contract are comprised of more than one legal entity, each entity shall be jointly and severally liable under this contract. The parties hereto have excuted this contract as of the date recorded in item 2.

	SIGNATURES	NAMES AND TITLES (Typed)
11. ARCHITECT-ENGINEER OR OTHER PROFESSIONAL SERVICES CONTRACTOR		
A		
B		
C		
D		
12. THE UNITED STATES OF AMERICA		
		Contracting Officer

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REPRESENTATIONS AND CERTIFICATIONS**1.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

(End of Provision)

1.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2016)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.

(2) The small business size standard is \$36.5 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(viii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xi) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xv) 52.222-57, Representation Regarding Compliance with Labor Laws (Executive Order 13673). This provision applies to solicitations expected to exceed \$50 million which are issued from October 25, 2016 through April 24, 2017, and solicitations expected to exceed \$500,000, which are issued after April 24, 2017.

Note to paragraph (c)(1)(xv): By a court order issued on October 24, 2016, 52.222-57 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(xvi) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xix) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xx) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxi) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xxiii) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications. This provision applies to all solicitations.

(xxiv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Certification.

[(v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Certification.

[(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

[(vii) 52.227-6, Royalty Information.

[(A) Basic.

[(B) Alternate I.

[(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of Provision)

1.3 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015)

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of Provision)

1.4 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)

(a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

(1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) The offeror does does not have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The offeror, its officers or agents acting on its behalf have have not been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

GENERAL PROVISIONS

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2016
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.232-13	NOTICE OF PROGRESS PAYMENTS	APR 1984
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	JUL 2013
52.237-1	SITE VISIT	APR 1984

2.1 VAAR 852.211-72 TECHNICAL INDUSTRY STANDARDS (JAN 2008)

The supplies or equipment required by this invitation for bid or request for proposal must conform to the standards of the NFPA, OSHA, Life Safety Codes and as otherwise noted in the specifications as to . The successful bidder or offeror will be required to submit proof that the item(s) he/she furnishes conforms to this requirement. This proof may be in the form of a label or seal affixed to the equipment or supplies, warranting that they have been tested in accordance with and conform to the specified standards. Proof may also be furnished in the form of a certificate from one of the above listed organizations certifying that the item(s) furnished have been tested in accordance with and conform to the specified standards.

(End of Provision)

2.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes VAAR 852.219-10 VA Notice of Total Service- Disabled Veteran-Owned Small Business Set-Aside. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

GENERAL CONDITIONS

3.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
	(End of Clause)	
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	OCT 2016
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2016
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	OCT 2015
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015
52.222-26	EQUAL OPPORTUNITY	SEP 2016
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUL 2014
52.222-41	SERVICE CONTRACT LABOR STANDARDS	MAY 2014
52.222-50	COMBATING TRAFFICKING IN PERSONS	MAR 2015
52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658	DEC 2015
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706	JAN 2017
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.232-10	PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS	APR 2010
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-1	DISPUTES ALTERNATE I (DEC 1991)	MAY 2014
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.236-23	RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR	APR 1984
52.236-24	WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS	APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.243-1	CHANGES—FIXED PRICE ALTERNATE III (APR 1984)	AUG 1987
52.244-4	SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS (ARCHITECT-ENGINEER SERVICES)	AUG 1998
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JAN 2017
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
852.203-70	COMMERCIAL ADVERTISING	JAN 2008

3.2 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)

(a) The Contractor shall not require employees or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of Clause)

3.3 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

3.4 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

(a) *Definitions.* As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System

(NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code 541330 assigned to contract number .

[Contractor to sign and date and insert authorized signer's name and title].

(End of Clause)

3.5 52.232-26 PROMPT PAYMENTS FOR FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (JUL 2013)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments—

(1) *Due date.* The due date for making invoice payments is—

(i) For work or services completed by the Contractor, the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(iii) of this clause).

(B) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice, when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the settlement.

(ii) The due date for progress payments is the 30th day after Government approval of Contractor estimates of work or services accomplished.

(iii) If the designated billing office fails to annotate the invoice or payment request with the actual date of receipt at the time of receipt, the payment due date is the 30th day after the date of the Contractor's invoice or payment request, provided the designated billing office receives a proper invoice or payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract.

(3) *Interest penalty.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) *Computing penalty amount.* The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance or approval is deemed to occur constructively as shown in paragraphs (a)(4)(i)(A) and (B) of this clause. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, Contractor compliance with a contract provision, or requested progress payment amounts. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(A) For work or services completed by the Contractor, Government acceptance is deemed to occur constructively on the 7th day after the Contractor completes the work or services in accordance with the terms and conditions of the contract.

(B) For progress payments, Government approval is deemed to occur on the 7th day after the designated billing office receives the Contractor estimates.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) *Discounts for prompt payment.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with 5 CFR part 1315.

(6) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315, in addition to the interest penalty amount only if—

- (A) The Government owes an interest penalty of \$1 or more;
- (B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and
- (C) The contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall—

- (1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;
- (2) Attach a copy of the invoice on which the unpaid late payment interest is due; and
- (3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible—

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) *Contract financing payments.* If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected contract line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of Clause)

3.6 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION)

(a) *Definition.* For the Department of Veterans Affairs, "Service-disabled veteran-owned small business concern or SDVSOB":

(1) Means a small business concern:

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans or eligible surviving spouses (see VAAR 802.201 Surviving Spouse definition);

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans (or eligible surviving spouses) or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran;

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document;

(iv) The business has been verified for ownership and control pursuant to 38 CFR 74 and is so listed in the Vendor Information Pages database, (<https://www.vip.vetbiz.gov>); and

(v) The business will comply with subcontracting limitations in 13 CFR 125.6, as applicable

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) *General.*

(1) Offers are solicited only from verified service-disabled veteran-owned small business concerns. Offers received from concerns that are not verified service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a verified service-disabled veteran-owned small business concern.

(c) *Agreement.* A service-disabled veteran-owned small business concern agrees that in the performance of the contract, the concern will comply with the limitation on subcontracting requirements in 13 CFR §125.6.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if the joint venture complies with the requirements in 13 CFR 125.15, provided that any reference therein to SDVO SBC is to be construed to apply to a VA verified SDVOSB as appropriate.

(e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in FAR 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

3.7 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

(a) *Definitions.* As used in this clause—

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

3.8 IT CONTRACT SECURITY

VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY

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 contractor/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 COR.

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 COR, and approved by the VA Privacy Service in accordance with Directive 6507, VA Privacy Impact Assessment.

b. The contractor/subcontractor shall certify to the COR 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;

(1) 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

(2) 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 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 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 COR 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 COR. 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 pre-approved 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 COR 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 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 COR 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.

(End of Clause)

SPECIAL PROVISIONS**SP DESCRIPTION OF TASK**

(a) General Scope. The AE shall review the program materials furnished by the VA and all prior submissions to ascertain the requirements of this phase of the work and shall prepare a Master Plan illustrating the scale and relationship of project components for review and approval of the VA as further described in the AE Submission instructions for National Cemetery Projects: Master Plans, Schematics, Design Development, Construction Documents, As-Built Drawings, dated June 1999, Program Guide PG-18-15, Volume D at URL: http://www.va.gov/facmgt/ae/des_sub.asp, which detail the minimum requirements for various AE submissions. The AE shall be responsible for the professional quality and technical accuracy of all of the documents it prepares. Services under this phase shall include but not be limited to the following:

(b) Quality Control (QC). In an effort to reduce construction change orders due to design errors and omissions, the AE shall develop, execute and demonstrate that the project plans and specifications have gone through a rigorous review and coordination effort. A senior member of the AE firm shall check the specifications and drawings prior to each submittal to the VA and initial on the documents that such checking was conducted.

SP ADDITIONAL REQUIREMENTS

(a) VA Supplied Data. All VA Supplied data shall be coordinated and any variations in design shall be justified in a written report.

(b) Resubmission of the Work. In each submission, the AE shall resubmit the materials specified in the prior submissions, revised according to the comments made by the VA resulting from the prior review(s).

(c) VA Standards. The AE shall use the VA Construction Standards in preparing a Master Plan for the project. However, should the AE determine that a deviation from such standards and specifications is necessary or beneficial to the Government, he shall promptly submit a request in writing to the Contracting Officer for permission to make the deviation. The request shall include an explanation of the specific reasons for the desired change and benefits expected.

(d) Accuracy of Planning Information. The AE shall visit the project site to investigate the information shown on the Government furnished drawings, record (as built) drawings and other planning documents that are part of this contract. This information is the best available, but the Government does not guarantee its accuracy or completeness. The AE investigation of field conditions shall be performed in a competent professional manner.

(e) Discrepancies in Planning Information. The AE shall promptly report, in writing, to the Contracting Officer and Project Manager any discrepancies between this contract and the planning information provided by the Government. The AE shall make no adjustments for this work due to the discrepancy before the Contracting Officer has forwarded his determination to the AE. The AE's failure to report any such discovered discrepancy or to wait for Contracting Officer's determination shall be at his risk and expense.

(f) Reviews. The number of VA reviews of the work shall be as indicated in the Submission and Completion Schedule under Article entitled "Submission and Completion Schedule". VA review of the AE's work product shall not be construed by either party to relieve the AE from its professional responsibility to execute drawings, specifications and other work submissions with due care and in accordance with acceptable professional standards.

SP FIXED FEE FOR AE SERVICES

(a) The AE shall provide all professional services necessary for the accomplishment of the project as further described in material listed in Supplement B.

(b) The AE will review the program and all material furnished by the VA as a part of this contract to ascertain the full requirements of the project and will provide all professional services to accomplish these requirements. The AE will be responsible for the professional quality and technical accuracy of the professional services being provided under this contract.

(c) Periodic payments will be made as described in the Schedule of Payments for AE services. These payments will be made on a monthly basis.

(d) The Government will pay the AE a fixed fee for each section of each phase of the work, as indicated in the Schedule of Payments below, which will be full compensation for all services and materials expended for that aspect of work in the execution of the contract. Each section of the work will be considered a distinct, separate and several part of the contract. The VA shall, at its option, have the right

to separately authorize any and all sections of the work upon written notice to the AE. The total fixed fee for all work under this contract is \$\$0.00.

SCHEDULE OF PAYMENTS

AE SERVICES

Master Plan \$\$0.00

TOTAL AMOUNT FOR ALL WORK UNDER THIS CONTRACT = \$\$0.00

SP ADJUSTMENT IN THE CONTRACT AMOUNT DUE TO CHANGES

Adjustments of contract fee shall be determined by negotiations before performing the work. The AE shall submit in advance of performing additional work a detailed breakdown of his/her proposal for the changed work in the form established by AE's Estimate of Adjustment in Contract Amount, Explanatory Notes (Attachment I). The contractor shall not be entitled to any additional fee for services rendered without the prior written authorization of the Contracting Officer. See FAR 52.243-1 CHANGES - FIXED-PRICE, ALTERNATE III (APR 1984).

SP CHANGES - FIXED-PRICE (AUG 1987) (FAR 52.243-1 including Alternate III (APR 1984))

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(f) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Contracting Officer.

SP SCHEDULE OF PAYMENTS FOR AE SERVICES

(a) Master Plan. The Government shall compensate the AE for each phase of the work and in the amount stated as outlined in this Article SPB 1, above on a monthly payment basis except as otherwise stated below. The amount due will be determined by the AE submittals of an estimate of the amount and value of the work and services performed. Payment will be for the full amount due less any previous payment and will be based upon the Contracting Officer's review and approval of the AE's invoice. Invoices shall be prepared and submitted in accordance with CP 3.

(b) Reduction of Payments. Should the AE fail to meet the contractual design schedule or should he submit incomplete or unsatisfactory review material, the Contracting Officer will omit or reduce the payments until the deficiency has been remedied. The withholding of any amount and subsequent payment to the AE shall not constitute a waiver of any rights accruing to the AE or the Government under this contract or at law.

(c) Final Payment. Upon completion and acceptance of the work under this contract, delivery of all required documents and delivery of an executed Release of Claims (Attachment II), the AE will be paid the unpaid balance.

(d) Release of Claims (Attachment II). Prior to the Final Payment under this contract or prior to settlement upon termination of the contract, and as a condition precedent thereto, the AE shall execute and deliver to the Contracting Officer, a release of all claims against the Government arising under or by virtue of this contract, other than such claims, if any, as may be specifically excepted by the AE from the operation of the release in stated amounts to be set forth therein.

SP REVIEW AND COMPLETION SCHEDULE

(a) During the process of the work, the Project Manager will conduct periodic Master Plan (MP) reviews with the AE. The AE shall perform the work required within the limits of the following schedule. Professional Architects, Engineers and related design disciplines familiar with the work shall be provided to attend the reviews in VA Central Office, Washington, DC.

SUBMISSION AND COMPLETION SCHEDULE

Deliver MP1 material to Project Manager calendar days after Notice to Proceed (NTP).

Review MP1 material with Project Manager calendar days after delivery of material.

Deliver MP2 material to Project Manager calendar days after MP1 Review

Deliver MP3 material to Project Manager calendar days after NTP Review MP3 material with Project Manager calendar days after delivery of material

Deliver MP4 material to Project Manager calendar days after NTP Review MP4 material with Project Manager calendar days after delivery of material

Deliver MP5 material to Project Manager calendar days after NTP

Payment may be made in full upon completion and acceptance of work required under this contract.

(b) The Project Manager may schedule additional VA Review(s) should he determine that such review(s) is required for satisfactory completion of the contracts. The AE will be reimbursed for the additional trip(s) in accordance with Article "Reimbursements" unless the additional VA Review(s) was requested by him or caused by actions for which he is responsible.

SP SUBMISSIONS FOR DESIGN REVIEW MATERIALS

(a) For each Design Review, the AE shall submit to the Project Manager the material described in the applicable booklets listed in AE Submission Instructions Program Guide PG-18-15 the minimum requirements for various AE submissions. All prints shall be titled, arranged in numerical order and bound in sets. The Final Design Review Material for each stage (Master Plan) shall be provided on CD-Rom.

(b) Intermediate review calculations shall be compiled by the AE for each required submittal. All design calculations shall be indexed and bound separately.

SP RETENTION OF REVIEW DOCUMENTS

The AE shall keep one copy of review documents containing VA remarks until final acceptance of the construction contract unless, prior to that time, the VA directs the AE to forward certain documents to the Government. The cost of forwarding documents to the Government shall be on a reimbursable basis. If the VA does not request review documents before final acceptance of the construction contract, the AE may then dispose of such documents.

SP MONTHLY DESIGN PROGRESS REPORT

By the fifteenth day of the reporting month, the AE shall submit to the Project Manager a progress report (See CP 2).

SP TRAVEL EXPENSES

(a) Basis for Reimbursement: If the AE is required to perform travel (other than such travel made at the AE's own decision or caused by actions for which the AE is responsible) in excess of travel required under this contract, as approved by the Contracting Officer, he will be reimbursed for transportation and other travel costs. Costs other than transportation (such as lodging, subsistence and related items) will be reimbursable on a per diem basis in lieu of the actual costs incurred.

(b) The amount of per diem allowable shall be determined by the Contracting Officer on the basis of the comparable costs that would be allowed to an employee of the Federal Government performing similar travel in accordance with the Joint Travel Regulations in effect at the time of travel.

(c) Travel by Privately Owned Vehicle. Travel by automobile or other privately owned vehicle, when authorized by the Contracting Officer, will be reimbursable at the rate provided for in the Joint Travel Regulations in effect at the time of travel.

(d) Air Travel. Reimbursement for air travel will be based on standard Coach/Business Class accommodations. Full and complete justification is mandatory if reimbursement is requested on the basis of first class air travel.

(e) The AE will be reimbursed for the travel after presentation of an invoice supported by receipts and other evidence of costs as appropriate.

SP SITE SURVEYS, SUBSURFACE AND OTHER INVESTIGATIONS

The AE shall arrange for and oversee the performance of topographic surveys, test borings, test pits, soil tests, subsurface exploration and other such investigations as he determines are required for the proper design of the project. Before such surveys and investigations are undertaken, the AE shall secure the written approval of the Contracting Officer. After receiving the Contracting Officer's approval the AE shall follow either CP1 or CP5. Expenditures for this work shall not exceed the authorized amount without

prior written approval of the Contracting Officer. As soon as available, the AE shall submit to the Contracting Officer the original drawings of topographic surveys and/or results of subsurface or other investigations. The Government will reimburse the AE for cost of such surveys and/or investigations

(1) after presentation by the AE of an invoice accompanied by executed receipts, and,

(2) after receipt and approval by the Contracting Officer of the pertinent data, drawings and recommendations.

No mark up or profit shall be allowed in computing this cost.

SP EVALUATION OF AE CONTRACT PERFORMANCE

The VA will evaluate the overall performance of the AE by professional discipline after completion of design and after construction. All evaluations will include an narrative pointing out strengths and weaknesses as well as a numerical rating. The AE will be informed, in writing, by the Contracting Officer, of his overall performance denoting his strengths and weaknesses.

SP DEFINITIONS

(a) CONTRACTING OFFICER: The Contracting Officer awards the contract and maintains Governmental contractual authority over the services performed by the Architect Engineer under this contract. The Contracting Officer may delegate limited authority to other VA personnel.

(b) PROJECT MANAGER: The Project Manager is the Contracting Officer's representative responsible for administering the contract.

(c) RESIDENT ENGINEER: The Resident Engineer is the Contracting Officer's authorized representative at the construction site. The Contracting Officer may issue limited contracting authority the Resident Engineer.

(d) AE: This term refers to the Architect Engineer firm(s) that has contracted with the Government to perform the services described herein for compensation as set forth in the article entitled "Compensation and Payments", Clause SPB 1.

(e) CONTRACTOR: This term, as used herein, refers to the contractor under this contract. This term is interchangeable with the term AE under this contract.

(f) CONSTRUCTION CONTRACTOR: This term, as used herein, refers to the Prime Contractor performing the construction of the project.

(g) CEMETERY DIRECTOR: This term refers to the Director of the VA National Cemetery at which the project is to be constructed.

(h) CONSTRUCTION CONSULTANT (C/C): This term, as used herein, refers to the Construction Consultant firm(s) that has contracted with the Government to perform construction consulting services [construction inspections, etc.] during the design and construction phase of this project under separate contract. The C/C and the AE shall work in close cooperation with each other for the benefit of the Government.

(i) VALUE ENGINEERING CONSULTANT (VEC): This term, as used herein, refers to the Value Engineering firms(s) that have contracted with the Government to perform the Value Engineering Services.

(j) SPECIAL CONSULTANTS: This term, as used herein refers to any Special Consultant that has contracted with the Government or AE to perform work related to this project.

SP REFERENCE TO GENDER

Whenever the masculine gender is used in the contract, it shall be considered to include both masculine and feminine gender.

SP COORDINATION WITH CEMETERY

Before starting any work on the VA National Cemetery, the AE shall consult with the Cemetery Director and secure permission to start the work. The AE shall perform the work within the parameters established by the Cemetery Director and himself. He shall not interfere with the normal functioning of the cemetery

SP RELEASE OF INFORMATION

The AE shall not divulge or release any information, oral or written, (including electronic), developed or obtained in connection with performance of this contract or any possible construction based on the results thereof (including, but not limited to, reports, plans, specifications, location, time, estimated cost of construction or estimated VE savings) or except to authorized Government personnel or upon prior written approval of the VA.

SP KEY PERSONNEL

The AE shall employ the following professional personnel to perform the services required under this contract. Such listing below will also provide the individual's specific job title. No substitution will be made without the advanced written approval of the Contracting Officer after he has reviewed the proposed replacement's experience and qualifications record submitted by the AE with explanation of the necessity for the change.

Principal in Charge
 Project Manager
 Architect
 Landscape Architect
 Civil Engineer
 Structural Engineer
 Irrigation Engineer
 Mechanical Engineer
 Electrical Engineer
 OTHER

SP PERMITS AND LICENSES

The AE shall, when requested, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits in connection with the performance of its services. The AE shall, without additional expense to the Government, be responsible for assuring that the work is in the compliance with requirements of applicable codes, ordinances and regulations.

SP COMPLIANCE WITH CODES AND STANDARDS

(a) Project construction as a whole shall comply with the Office of Construction Management standards for construction that are listed in Supplement "B" of the contract. Portions of work not covered by previously referenced standards shall comply with locally recognized national model codes for construction and special trades.

(b) In the design of new building and alteration work under this contract, consider requirements (other than procedural requirements) of

(1) zoning laws, and

(2) laws relating to landscaping, open space, minimum distance of a building from the property line, maximum height of a building, historic preservation, and esthetic qualities of a building, and similar laws, of the State and local political division would apply to the building if it were not to be constructed or altered by the U. S. Government.

(c) The AE shall consult with appropriate officials of the State or political subdivision, or both, providing plans for review by such officials and giving a reasonable period of time not to exceed 30 calendar days for the review. The AE and VA shall give due consideration to recommendations of the above referenced officials.

(d) The AE shall provide prompt, written notification to the Contracting Officer concerning:

(1) conflicts with, or

(2) recommended deviations from codes, laws, regulations, standards, and opinions of review officials as described above. No work altering the scope of the contract shall be undertaken prior to receipt of written approval of the Contracting Officer.

(e) No action may be brought against the AE or VA and no fine or penalty may be imposed for failure to carry out any of the previously described recommendations of State or local officials. VA and its contractors, including AE, shall not be required to pay any amount for any action taken by a State or political division of a State in carrying out functions described in this article, including reviewing plans, issuing permits, and making recommendations.

(f) The AE shall advise the Contracting Officer of any variances with the applicable Department of Labor, Occupational Safety and Health Standards, for occupancy requirements.

SP DOCUMENT LIBRARY

The AE shall establish a Document Library and therein have access to a copy of each Federal, VA, trade or other specification, standard, code or document that is quoted or referred to in this contract directly or by reference. The AE shall provide working access to this library to other independent consultants of the VA upon request of the Contracting Officer.

SP PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL DATA

Public Law 93 291 (93rd Congress) provides for the preservation of historical and archeological data (including relics and specimen) that might be lost due to alteration of the terrain of a site due to any Federal construction project. The AE shall notify the Contracting Officer immediately upon discovery of any possible historical or archeological data that may warrant investigation. Any historical or archeological survey mitigation plan or salvage operation shall not be a part of this contract unless otherwise agreed.

SP QUALIFICATIONS OF DESIGNERS

The design of architectural, civil, landscape architectural, irrigation, structural, mechanical, electrical, or other engineering features of the work shall be accomplished by architects or engineers registered in a State or possession of the United States, or in Puerto Rico or in the District of Columbia.

SP TIMELY RESPONSE

As time is of the essence, the AE shall perform all aspects of the work on this contract and take prompt action upon all the VA's requests. The VA will state a time requirement if less than 15 days; otherwise, 15 days will be the requested response time. If the scope of the required action is extensive, the AE shall notify the Contracting Officer and request additional time, estimating the time needed to process the work. This request for additional time shall not relieve the AE of his duty to process this work in a timely fashion.

SP OWNERSHIP OF ORIGINAL DOCUMENTS

All designs, drawings, specifications, notes, and other work developed in the performance of this contract shall be and remain the sole property of the Government and may be used on any other work without additional compensation to the AE. With respect thereto, the AE agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The AE shall furnish and provide access to all retained materials (including electronic) on the request of the Contracting Officer for a period of 3 years after completion of the project. Unless otherwise provided in this contract, the AE will have the right to retain copies of all such materials beyond such period.

SP LIABILITY

The AE shall be responsible for all damages to property or injuries to persons that occur as a result of his fault or negligence.

SP ASBESTOS

In conformance with VAAR 870.114, the AE shall not specify or approve any asbestos product or equipment or material containing asbestos products under this contract, unless no suitable substitutes are available. If suitable substances are not available, specific authority to specify or approve asbestos products and equipment or materials containing asbestos products must be obtained in writing from the Contracting Officer. The AE shall be liable to the VA for any costs resulting from a failure to strictly comply with this paragraph.

CONTRACT PROCEDURES

CP PROCEDURES FOR AE TO FOLLOW IN ENGAGING PROFESSIONAL SERVICES AS A REIMBURSABLE ITEM UNDER THEIR CONTRACT

(a) The AE shall select at least three (3) professionally qualified firms to perform the needed services. He shall have each firm submit completed Standard Form 330, U.S. Government AE Questionnaire. The AE shall submit the three (3) qualified firms Standard Form 330s to the VA for verification that the firms are acceptable and upon approval shall hold informal interviews with qualified firms. After an appraisal of each firm's capabilities, availability to do the work within the scheduled time and other consideration of the written scope of professional work, the AE shall list the firms in order of professional qualification and desirability. He shall next begin the negotiation stage with the firm considered most suitable, discussing the scope of work required and obtaining the amount of the firms lowest acceptable fee together with any applicable unit fees. No fee negotiations shall take place with any other qualified firm until fee negotiations with first qualified firm have been successfully negotiated or terminated.

(b) The AE shall submit the following information to the Contracting Officer for his information and review:

(1) List of the three (3) qualified firms arranged in order of desirability together with Standard Form 330 and any other appropriate information.

(2) Copy of Scope of Professional Work describing nature of services to be performed.

(3) Name of the recommended firm with a brief justification for its selection and the amount of the lowest acceptable fee and unit fee(s) quoted by the recommended firm to perform the work.

(4) AE's cost estimate of value of service to be performed.

(c) The Contracting Officer will review the AE's submission and, if acceptable, he will authorize the AE to contract for services. If found unacceptable, the AE may be directed to:

(1) Re-negotiate with the recommended firm to attempt to obtain a lower fee, and failing to do this terminate negotiations, or

(2) Terminate negotiations with the recommended firm and start negotiation with the next best qualified firm until a mutually acceptable fee is arrived at and the Contracting Officer authorizes the AE to contract for the services.

CP PROCEDURE FOR SUBMITTAL BY AES OF MONTHLY DESIGN PROGRESS REPORT

(a) Purpose: The purpose of the Monthly Design Progress Report is to provide for the computation of amounts claimed for monthly payments for the services rendered under the AE contract and to permit the processing of internal VA administrative progress reports.

(b) Preparation: The AE shall prepare and submit a report to the Contracting Officer in the format shown on the attached sample. The percentage completions reported shall be estimated as carefully as possible to the nearest round figure as of the last working day of the reporting month. The report shall be sent as backup to the monthly AE progress payment.

(c) Reporting Entries:

(1) Architectural Drawings: Submit the percent completion for all architectural drawings including structural, site planning, landscape architectural drawings.

(2) Engineering Drawings: Submit the percent completion for all mechanical drawings including irrigation, electrical, plumbing, heating, air conditioning, sanitary and equipment.

(3) Overall Design Completion: In computing the overall design completion percentage, the individual percentages will be weighted in accordance with their proportional part of the total project.

SAMPLE

Contracting Officer Department of Veterans Affairs National Cemetery Administration Construction Support Division (41D3B) Washington, DC 20420

I hereby certify that the following is percent completion of Master Plan on being prepared for Project No. , Contract No. <R\$CONTRACT-NUMBER), located at _____.

Architectural drawings %
Engineering drawings %
Overall Design Completion %

AE

CP PROCEDURE FOR SUBMITTAL BY AE OF INVOICES FOR PAYMENT

(a) Invoice: The AE shall prepare each invoice for payment for services rendered under the contract on his letterhead in the format shown on the attached sample and submit an original and one (1) copy of each invoice to the Contracting Officer. Invoices shall indicate the section of the contract under which payment is claimed, the pertinent service performed, the percentage of the service completed applied to the total contract amount for the service and the amount due. The invoice for payment for "Site Visits" shall be submitted as a package with the record of site visits made during the pertinent period certified by the Resident Engineer.

To constitute a proper invoice, the invoice MUST include the following information:

SAMPLE

Invoice for Payment of Schematic

Date : Invoice #:

Contracting Officer Department of Veterans Affairs National Cemetery Administration Construction Support Division (41D3B) Washington, DC 20420

FOR PROFESSIONAL SERVICES RENDERED TO DATE:

RE: AE CONTRACT NO. PROJECT NO. STATION

Installment for (Month, Year)

A. Contract amount for Schematic plus related modifications that are to be paid based upon the percent of completed work, _____ x _____ percent completed = \$ _____

B. Completed modifications that are only to be paid for when all work has been completed and accepted by the Contracting Officer = \$ _____

TOTAL AMOUNT EARNED \$ _____ LESS PREVIOUS PAYMENTS \$ _____ AMOUNT DUE \$ _____

Payment of the above amount now due is hereby requested.

Payee

Per(Signature)

Title

CP PROCEDURE FOR COMPUTATION OF BUILDING AREA

1. The AE shall submit to the Contracting Officer a report of the gross area of his design at each of his submissions. The AE shall prepare the gross area computation for Buildings.

2. List of Computations:

Area	L.	W.	S.F.
A	X	Y	=s.f.
B	X	Y	=s.f.
C	X	Y	=s.f.
Etc.	X	Y	=s.f.

Total Designed

Target Gross

Gross Area s.f.

Square Footage s.f.

3. Areas which are not counted in gross area: Pipe basement or crawl space Areaways, either grilled over or open Cat-Walks Outside ramps or steps (without cover) Exposed mechanical equipment enclosed with a screen wall but not roofed Fuel tanks or pneumatic tanks placed underground Mezzanine or balcony in two-story rooms when mezzanine or balcony is a grille floor without equipment Porches Outside balconies Areaways Loading platforms Covered driveways Other roofed areas or passage without enclosing walls

CP PROCEDURES FOR AE TO FOLLOW TO OBTAIN APPROVAL OF REIMBURSABLE ITEMS NOT OF A PROFESSIONAL NATURE AND PRINTS OR REPRODUCIBLE PRINTS

(a) To obtain approval of reimbursable items referred to in Special Provisions, Article entitled, Reimbursements, SPH 1, and only when professional services are not part of these items, the AE shall:

(1) Prepare specifications and drawings describing the items to be furnished.

(2) Obtain not less than three (3) bids stating the items, quantities, all other particular demands, unit prices, and total prices for the particular items.

(3) Submit recommendation and request for authorization to the Contracting Officer for his review and approval. This submission will include:

(a) A copy of the specifications and, if required, plans describing the items to be furnished.

(b) A copy of each bid.

(c) A recommendation indicating the items to be furnished by the bidder, unit prices, total quantities, total lump sum price and the name of the firm recommended for the Award of the contract.

(b) To obtain prints, or reproducible prints, referred to in Special Provisions, Article entitled, Reimbursements, SPH 1, the AE shall:

(1) Prepare specifications describing the prints or reproducible prints, to be furnished. (Weight and quality of paper, size of sheets, number of sheets per set, number of sets, method of binding, etc.)

(2) Obtain at least three (3) bids for prints or reproducible prints from at least three (3) different printing companies stating the kinds of prints or reproducible prints, weight and quality of paper, price per square foot, number of square feet for sheet, the price per sheet, price per set, and total price.

(3) Submit recommendations and request for authorization to the Contracting Officer for his review and approval. This submission will include:

(a) A copy of the specifications.

(b) A copy of each bid.

(c) Recommendations as to the type of prints or reproducible prints, the weight and quality of paper, the price per square foot, number of square feet per sheet, the price per sheet, price per set, total price, and the name of the firm recommended for the award of the contract.

(c) No obligations shall be incurred for work covered by this procedure until written approval of the Contracting Officer is received. Expenditures for this work shall not exceed the approved amount without prior written approval of the Contracting Officer.

ATTACHMENTS

- 1) WAGE DETERMINATIONS AND REQUESTS – SERVICE CONTRACT ACT
- 2) STATEMENT OF WORK
- 3) SF330-13A - ARCHITECT - ENGINEER QUALIFICATIONS
- 4) VAFORM 10-6298 - ARCHITECT ENGINEER FEE PROPOSAL
- 5) PROJECT DRAWINGS – DRAWING NUMBER L-3.0A

WAGE DETERMINATIONS AND REQUESTS: SERVICE CONTRACT ACT (SCA) – NATIONAL CEMETERY OF THE ALLEGHENIES (ALLEGHENY COUNTY, PA)

WD 15-4235 (Rev.-5) was first posted on www.wdol.gov on 08/01/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
		Wage Determination No.: 2015-4235
Daniel W. Simms		Revision No.: 5
Director		Date Of Revision: 07/25/2017
Division of		
Wage Determinations		

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 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 calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Pennsylvania

Area: Pennsylvania Counties of Allegheny, Armstrong, Beaver, Butler, Fayette, Washington, Westmoreland

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.66
01012 - Accounting Clerk II		16.92
01013 - Accounting Clerk III		20.33
01020 - Administrative Assistant		25.27
01035 - Court Reporter		17.78
01041 - Customer Service Representative I		12.62
01042 - Customer Service Representative II		14.18
01043 - Customer Service Representative III		15.48
01051 - Data Entry Operator I		12.73
01052 - Data Entry Operator II		13.89
01060 - Dispatcher, Motor Vehicle		19.79
01070 - Document Preparation Clerk		13.68
01090 - Duplicating Machine Operator		13.68
01111 - General Clerk I		13.05
01112 - General Clerk II		14.59
01113 - General Clerk III		16.37
01120 - Housing Referral Assistant		19.31
01141 - Messenger Courier		12.61
01191 - Order Clerk I		13.17
01192 - Order Clerk II		15.74
01261 - Personnel Assistant (Employment) I		16.18
01262 - Personnel Assistant (Employment) II		18.09
01263 - Personnel Assistant (Employment) III		20.18
01270 - Production Control Clerk		22.20
01290 - Rental Clerk		15.53
01300 - Scheduler, Maintenance		15.48
01311 - Secretary I		15.48
01312 - Secretary II		17.32
01313 - Secretary III		19.31
01320 - Service Order Dispatcher		18.32
01410 - Supply Technician		25.27

01420 - Survey Worker	15.82
01460 - Switchboard Operator/Receptionist	12.47
01531 - Travel Clerk I	12.61
01532 - Travel Clerk II	13.54
01533 - Travel Clerk III	14.52
01611 - Word Processor I	13.79
01612 - Word Processor II	15.53
01613 - Word Processor III	17.37
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.43
05010 - Automotive Electrician	17.78
05040 - Automotive Glass Installer	17.10
05070 - Automotive Worker	17.10
05110 - Mobile Equipment Servicer	15.85
05130 - Motor Equipment Metal Mechanic	18.70
05160 - Motor Equipment Metal Worker	17.10
05190 - Motor Vehicle Mechanic	18.70
05220 - Motor Vehicle Mechanic Helper	15.23
05250 - Motor Vehicle Upholstery Worker	16.47
05280 - Motor Vehicle Wrecker	17.10
05310 - Painter, Automotive	19.03
05340 - Radiator Repair Specialist	17.10
05370 - Tire Repairer	13.96
05400 - Transmission Repair Specialist	18.70
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.08
07041 - Cook I	12.73
07042 - Cook II	13.07
07070 - Dishwasher	9.25
07130 - Food Service Worker	10.44
07210 - Meat Cutter	16.01
07260 - Waiter/Waitress	9.19
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.37
09040 - Furniture Handler	12.62
09080 - Furniture Refinisher	17.27
09090 - Furniture Refinisher Helper	13.89
09110 - Furniture Repairer, Minor	15.47
09130 - Upholsterer	17.84
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.50
11060 - Elevator Operator	13.33
11090 - Gardener	15.88
11122 - Housekeeping Aide	13.61
11150 - Janitor	13.61
11210 - Laborer, Grounds Maintenance	12.90
11240 - Maid or Houseman	11.50
11260 - Pruner	12.96
11270 - Tractor Operator	14.85
11330 - Trail Maintenance Worker	12.90
11360 - Window Cleaner	13.78
12000 - Health Occupations	
12010 - Ambulance Driver	15.06
12011 - Breath Alcohol Technician	17.42
12012 - Certified Occupational Therapist Assistant	22.87
12015 - Certified Physical Therapist Assistant	22.79
12020 - Dental Assistant	16.62
12025 - Dental Hygienist	27.44
12030 - EKG Technician	22.90
12035 - Electroneurodiagnostic Technologist	22.90
12040 - Emergency Medical Technician	15.06
12071 - Licensed Practical Nurse I	16.99
12072 - Licensed Practical Nurse II	19.00
12073 - Licensed Practical Nurse III	21.19
12100 - Medical Assistant	14.17
12130 - Medical Laboratory Technician	17.30
12160 - Medical Record Clerk	15.54

12190 - Medical Record Technician	17.64
12195 - Medical Transcriptionist	17.26
12210 - Nuclear Medicine Technologist	28.23
12221 - Nursing Assistant I	11.22
12222 - Nursing Assistant II	12.62
12223 - Nursing Assistant III	13.77
12224 - Nursing Assistant IV	15.46
12235 - Optical Dispenser	16.81
12236 - Optical Technician	15.16
12250 - Pharmacy Technician	13.63
12280 - Phlebotomist	15.88
12305 - Radiologic Technologist	23.28
12311 - Registered Nurse I	23.50
12312 - Registered Nurse II	28.75
12313 - Registered Nurse II, Specialist	28.75
12314 - Registered Nurse III	34.78
12315 - Registered Nurse III, Anesthetist	34.78
12316 - Registered Nurse IV	41.68
12317 - Scheduler (Drug and Alcohol Testing)	21.58
12320 - Substance Abuse Treatment Counselor	17.47
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.25
13012 - Exhibits Specialist II	27.77
13013 - Exhibits Specialist III	29.81
13041 - Illustrator I	19.11
13042 - Illustrator II	24.36
13043 - Illustrator III	26.32
13047 - Librarian	25.93
13050 - Library Aide/Clerk	10.34
13054 - Library Information Technology Systems Administrator	23.28
13058 - Library Technician	16.06
13061 - Media Specialist I	16.89
13062 - Media Specialist II	18.90
13063 - Media Specialist III	21.07
13071 - Photographer I	14.91
13072 - Photographer II	18.25
13073 - Photographer III	21.51
13074 - Photographer IV	25.29
13075 - Photographer V	30.59
13090 - Technical Order Library Clerk	12.01
13110 - Video Teleconference Technician	18.73
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.90
14042 - Computer Operator II	17.79
14043 - Computer Operator III	19.84
14044 - Computer Operator IV	22.05
14045 - Computer Operator V	24.41
14071 - Computer Programmer I	(see 1) 22.35
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.90
14160 - Personal Computer Support Technician	22.05
14170 - System Support Specialist	28.26
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.12
15020 - Aircrew Training Devices Instructor (Rated)	34.02
15030 - Air Crew Training Devices Instructor (Pilot)	40.78
15050 - Computer Based Training Specialist / Instructor	28.12
15060 - Educational Technologist	29.84
15070 - Flight Instructor (Pilot)	40.78
15080 - Graphic Artist	21.20
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	40.78

15086 - Maintenance Test Pilot, Rotary Wing	40.78
15088 - Non-Maintenance Test/Co-Pilot	40.78
15090 - Technical Instructor	22.99
15095 - Technical Instructor/Course Developer	28.13
15110 - Test Proctor	18.56
15120 - Tutor	18.56
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.71
16030 - Counter Attendant	9.71
16040 - Dry Cleaner	12.11
16070 - Finisher, Flatwork, Machine	9.71
16090 - Presser, Hand	9.71
16110 - Presser, Machine, Drycleaning	9.71
16130 - Presser, Machine, Shirts	9.71
16160 - Presser, Machine, Wearing Apparel, Laundry	9.71
16190 - Sewing Machine Operator	12.89
16220 - Tailor	13.69
16250 - Washer, Machine	10.51
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.16
19040 - Tool And Die Maker	22.76
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.48
21030 - Material Coordinator	22.06
21040 - Material Expediter	22.06
21050 - Material Handling Laborer	18.10
21071 - Order Filler	13.89
21080 - Production Line Worker (Food Processing)	18.48
21110 - Shipping Packer	15.23
21130 - Shipping/Receiving Clerk	15.23
21140 - Store Worker I	14.44
21150 - Stock Clerk	18.33
21210 - Tools And Parts Attendant	18.48
21410 - Warehouse Specialist	18.48
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.40
23019 - Aircraft Logs and Records Technician	23.94
23021 - Aircraft Mechanic I	27.27
23022 - Aircraft Mechanic II	28.40
23023 - Aircraft Mechanic III	29.76
23040 - Aircraft Mechanic Helper	21.56
23050 - Aircraft, Painter	26.73
23060 - Aircraft Servicer	23.94
23070 - Aircraft Survival Flight Equipment Technician	26.73
23080 - Aircraft Worker	25.30
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	25.30
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	27.27
23110 - Appliance Mechanic	19.92
23120 - Bicycle Repairer	13.96
23125 - Cable Splicer	30.47
23130 - Carpenter, Maintenance	23.72
23140 - Carpet Layer	19.73
23160 - Electrician, Maintenance	26.66
23181 - Electronics Technician Maintenance I	23.63
23182 - Electronics Technician Maintenance II	24.91
23183 - Electronics Technician Maintenance III	26.07
23260 - Fabric Worker	21.33
23290 - Fire Alarm System Mechanic	21.02
23310 - Fire Extinguisher Repairer	20.07
23311 - Fuel Distribution System Mechanic	27.15
23312 - Fuel Distribution System Operator	22.37
23370 - General Maintenance Worker	18.17
23380 - Ground Support Equipment Mechanic	27.27
23381 - Ground Support Equipment Servicer	23.94
23382 - Ground Support Equipment Worker	25.30

23391 - Gunsmith I	20.07
23392 - Gunsmith II	22.58
23393 - Gunsmith III	24.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.47
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	23.28
23430 - Heavy Equipment Mechanic	22.43
23440 - Heavy Equipment Operator	22.76
23460 - Instrument Mechanic	25.49
23465 - Laboratory/Shelter Mechanic	23.80
23470 - Laborer	14.78
23510 - Locksmith	20.25
23530 - Machinery Maintenance Mechanic	23.00
23550 - Machinist, Maintenance	20.25
23580 - Maintenance Trades Helper	16.43
23591 - Metrology Technician I	25.49
23592 - Metrology Technician II	26.40
23593 - Metrology Technician III	27.56
23640 - Millwright	25.25
23710 - Office Appliance Repairer	19.71
23760 - Painter, Maintenance	19.35
23790 - Pipefitter, Maintenance	29.62
23810 - Plumber, Maintenance	27.78
23820 - Pneudraulic Systems Mechanic	24.91
23850 - Rigger	23.24
23870 - Scale Mechanic	22.58
23890 - Sheet-Metal Worker, Maintenance	31.20
23910 - Small Engine Mechanic	17.11
23931 - Telecommunications Mechanic I	26.90
23932 - Telecommunications Mechanic II	27.85
23950 - Telephone Lineman	28.50
23960 - Welder, Combination, Maintenance	19.45
23965 - Well Driller	21.05
23970 - Woodcraft Worker	24.91
23980 - Woodworker	19.24
24000 - Personal Needs Occupations	
24550 - Case Manager	14.10
24570 - Child Care Attendant	10.71
24580 - Child Care Center Clerk	13.01
24610 - Chore Aide	10.87
24620 - Family Readiness And Support Services Coordinator	14.10
24630 - Homemaker	14.10
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.81
25040 - Sewage Plant Operator	24.48
25070 - Stationary Engineer	26.81
25190 - Ventilation Equipment Tender	19.57
25210 - Water Treatment Plant Operator	24.48
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.84
27007 - Baggage Inspector	10.79
27008 - Corrections Officer	26.20
27010 - Court Security Officer	27.41
27030 - Detection Dog Handler	14.84
27040 - Detention Officer	26.20
27070 - Firefighter	27.75
27101 - Guard I	10.79
27102 - Guard II	14.84
27131 - Police Officer I	26.94
27132 - Police Officer II	29.62
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.56
28042 - Carnival Equipment Repairer	12.36
28043 - Carnival Worker	9.28
28210 - Gate Attendant/Gate Tender	13.83

28310 - Lifeguard	10.94
28350 - Park Attendant (Aide)	15.47
28510 - Recreation Aide/Health Facility Attendant	11.29
28515 - Recreation Specialist	17.04
28630 - Sports Official	12.32
28690 - Swimming Pool Operator	18.27
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.40
29020 - Hatch Tender	23.40
29030 - Line Handler	23.40
29041 - Stevedore I	22.11
29042 - Stevedore II	24.66
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.43
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.50
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.18
30021 - Archeological Technician I	18.25
30022 - Archeological Technician II	20.41
30023 - Archeological Technician III	24.87
30030 - Cartographic Technician	25.30
30040 - Civil Engineering Technician	23.33
30051 - Cryogenic Technician I	26.59
30052 - Cryogenic Technician II	27.01
30061 - Drafter/CAD Operator I	18.25
30062 - Drafter/CAD Operator II	20.41
30063 - Drafter/CAD Operator III	22.77
30064 - Drafter/CAD Operator IV	28.00
30081 - Engineering Technician I	16.06
30082 - Engineering Technician II	18.06
30083 - Engineering Technician III	20.98
30084 - Engineering Technician IV	24.78
30085 - Engineering Technician V	30.31
30086 - Engineering Technician VI	36.67
30090 - Environmental Technician	21.50
30095 - Evidence Control Specialist	22.08
30210 - Laboratory Technician	21.12
30221 - Latent Fingerprint Technician I	24.45
30222 - Latent Fingerprint Technician II	27.01
30240 - Mathematical Technician	25.30
30361 - Paralegal/Legal Assistant I	19.93
30362 - Paralegal/Legal Assistant II	24.70
30363 - Paralegal/Legal Assistant III	30.21
30364 - Paralegal/Legal Assistant IV	33.89
30375 - Petroleum Supply Specialist	27.01
30390 - Photo-Optics Technician	26.70
30395 - Radiation Control Technician	27.01
30461 - Technical Writer I	22.63
30462 - Technical Writer II	27.69
30463 - Technical Writer III	32.63
30491 - Unexploded Ordnance (UXO) Technician I	24.43
30492 - Unexploded Ordnance (UXO) Technician II	29.55
30493 - Unexploded Ordnance (UXO) Technician III	35.42
30494 - Unexploded (UXO) Safety Escort	24.43
30495 - Unexploded (UXO) Sweep Personnel	24.43
30501 - Weather Forecaster I	26.60
30502 - Weather Forecaster II	29.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	22.77
Surface Programs	
30621 - Weather Observer, Senior (see 2)	25.30
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.55
31020 - Bus Aide	17.80
31030 - Bus Driver	22.26
31043 - Driver Courier	13.74
31260 - Parking and Lot Attendant	10.82
31290 - Shuttle Bus Driver	14.65
31310 - Taxi Driver	10.92

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31361 - Truckdriver, Light	14.65
31362 - Truckdriver, Medium	17.07
31363 - Truckdriver, Heavy	20.78
31364 - Truckdriver, Tractor-Trailer	20.78
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.41
99030 - Cashier	9.00
99050 - Desk Clerk	10.36
99095 - Embalmer	27.76
99130 - Flight Follower	24.43
99251 - Laboratory Animal Caretaker I	12.22
99252 - Laboratory Animal Caretaker II	13.02
99260 - Marketing Analyst	29.37
99310 - Mortician	27.76
99410 - Pest Controller	17.04
99510 - Photofinishing Worker	13.23
99710 - Recycling Laborer	18.86
99711 - Recycling Specialist	21.71
99730 - Refuse Collector	17.42
99810 - Sales Clerk	12.12
99820 - School Crossing Guard	11.98
99830 - Survey Party Chief	21.94
99831 - Surveying Aide	13.07
99832 - Surveying Technician	19.94
99840 - Vending Machine Attendant	14.01
99841 - Vending Machine Repairer	16.78
99842 - Vending Machine Repairer Helper	14.01

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract 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 the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees

performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b) (2) (ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b) (2) (iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c) (1)).