

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO. 612-19-3-146-0116	PAGE 1 OF
5. SOLICITATION NUMBER 36C26119Q1286	6. SOLICITATION ISSUE DATE 09-10-2019
b. TELEPHONE NO. (No Collect Calls) 650-493-5000	8. OFFER DUE DATE/LOCAL TIME 09-16-2019

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.
7. FOR SOLICITATION INFORMATION CALL: a. NAME Carol Lam		

9. ISSUED BY  
Department of Veterans Affairs  
VA Sierra Pacific Network (VISN 21)  
VA Palo Alto Health Care System (90/NCA)  
3801 Miranda Ave  
Palo Alto CA 94304-1207

CODE

10. THIS ACQUISITION IS

UNRESTRICTED OR  SET ASIDE: 100 % FOR:

SMALL BUSINESS       WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM      NAICS: 339112

HUBZONE SMALL BUSINESS       EDWOSB

SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS       8(A)

SIZE STANDARD:  
1000 Employees

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

SEE SCHEDULE

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING  
N/A

14. METHOD OF SOLICITATION  
 RFQ     IFB     RFP

15. DELIVER TO

Department of Veterans Affairs  
VA Sierra Pacific Network (VISN 21)

10535 Hospital Way  
Mather CA 95655

CODE

16. ADMINISTERED BY

Department of Veterans Affairs  
VA Sierra Pacific Network (VISN 21)  
VA Palo Alto Health Care System (90/NCA)  
3801 Miranda Ave  
Palo Alto CA 94304-1207

CODE

17a. CONTRACTOR/OFFEROR

TELEPHONE NO.      DUNS:      DUNS+4:

18a. PAYMENT WILL BE MADE BY

Department of Veterans Affairs  
FMS-VA-2(101) Financial Services Center

PO Box 149971  
Austin TX 78714-9971

PHONE:      FAX:

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED

SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA      See CONTINUATION Page

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA

ARE     ARE NOT ATTACHED.

ARE     ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN \_\_\_\_\_ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

29. AWARD OF CONTRACT: REF. \_\_\_\_\_ OFFER DATED \_\_\_\_\_ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

31c. DATE SIGNED

## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 PRICE/COST SCHEDULE

#### ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Dual Flat Panel LOCAL STOCK NUMBER: FS 1002	2.00	EA		
0002	STRYKER DUAL FLAT PANEL CABLE LOCAL STOCK NUMBER: 0680-000-172	2.00	EA		
0003	75FT (5-PIN) DC EXTENSION CORD LOCAL STOCK NUMBER: 0240-030-952	4.00	EA		
0004	S-SERIES, STANDARD POWERED, 3 ROW, 2 A LOCAL STOCK NUMBER: SPS-3	2.00	EA		
0005	ASSEMBLY, HD-15/S-VIDEO/BNC PLATE AND LOCAL STOCK NUMBER: P38063	2.00	EA		
0006	ASSEMBLY, SINGLE DVI PLATE AND CABLE LOCAL STOCK NUMBER: P38064	2.00	EA		
0007	BELDON 9451,BLACK,REV A LOCAL STOCK NUMBER: 0100-222-370	150.00	FT		
0008	ASM, HANDLE AND SHELF WITH FAIRFIELD R LOCAL STOCK NUMBER: P40075	2.00	EA		
0009	ASM, SHELF MOUNT HDW LOCAL STOCK NUMBER: P36143	4.00	EA		
0010	ASM, SHELF WITH FAIRFIELD RAILS, 750, LOCAL STOCK NUMBER: P40238	4.00	EA		
0011		2.00	EA		

	S-SERIES, STANDARD POWERED, 2 ROW, 2 A LOCAL STOCK NUMBER: SPS-2-C		
0012	ASSEMBLY, HD-15/S-VIDEO/BNC PLATE AND LOCAL STOCK NUMBER: P38063	2.00 EA	
0013	ASSEMBLY, SINGLE DVI PLATE AND CABLE LOCAL STOCK NUMBER: P38064	2.00 EA	
0014	CABLE ASSY, RUGGED FIBER OPTIC DVI LOCAL STOCK NUMBER: 0100-224-468	10.00 EA	
0015	DVI UPGRADE EXTRA MONITOR LOCAL STOCK NUMBER: 0678-000-541	14.00 EA	
0016	BELDON 9451,BLACK,REV A LOCAL STOCK NUMBER: 0100-222-370	1,000.00 FT	
0017	CABLE ASSY VGA M TO 5 BNC LOCAL STOCK NUMBER: 0680-000-234	7.00 EA	
0018	Gas Riser Assembly, No Check WAGD LOCAL STOCK NUMBER: 50999	2.00 EA	
0019	Gas Riser Assembly, O2 LOCAL STOCK NUMBER: 50998	4.00 EA	
0020	Gas Riser Assembly, No Check WAGD LOCAL STOCK NUMBER: 50999	2.00 EA	
0021	COMMON MOUNTING PLATE SINGLE, HEAVY DUTY, ENG LOCAL STOCK NUMBER: P29282	2.00 EA	
0022	KIT, VALVE BRIDGE EXTENDER ASSEMBLY LOCAL STOCK NUMBER: P35773	2.00 EA	
0023	GAS RISER ASSEMBLY, MEDICAL AIR LOCAL STOCK NUMBER: 50995	2.00 EA	
0024		2.00 EA	

COMMON MOUNTING PLATE SINGLE, HEAVY DUTY, ENG LOCAL STOCK NUMBER: P29282			
<b>0025</b>	2.00 EA	_____	_____
GAS RISER ASSEMBLY, MEDICAL AIR LOCAL STOCK NUMBER: 50995			
<b>0026</b>	2.00 EA	_____	_____
KIT, VALVE BRIDGE EXTENDER ASSEMBLY LOCAL STOCK NUMBER: P35773			
<b>0027</b>	4.00 EA	_____	_____
Gas Riser Assembly, No Check Vacuum LOCAL STOCK NUMBER: 50997			
<b>0028</b>	2.00 EA	_____	_____
GAS RISER ASSEMBLY, N20 LOCAL STOCK NUMBER: 50996			
<b>0029</b>	4.00 EA	_____	_____
Gas Riser Assembly, O2 LOCAL STOCK NUMBER: 50998			
<b>0030</b>	4.00 EA	_____	_____
Gas Riser Assembly, No Check Vacuum LOCAL STOCK NUMBER: 50997			
<b>0031</b>	2.00 EA	_____	_____
Installation, Teletom TC LOCAL STOCK NUMBER: RS 0006139			
<b>0032</b>	2.00 EA	_____	_____
Installation, Chromophare LOCAL STOCK NUMBER: RS 0006008			
<b>0033</b>	2.00 EA	_____	_____
TELETOM Installation LOCAL STOCK NUMBER: RS 0006010			
<b>0034</b>	1.00 EA	_____	_____
INSTALLATION – Base			
All installations shall be IAW Attachment 2, Statement of Work and Attachment 3, Wage Determination.			
LOCAL STOCK NUMBER: 888-8888-401			
<b>0035</b>	1.00 EA	_____	_____
ICTS ENGINEERING SERVICES LOCAL STOCK NUMBER: 888-8888-900			
<b>GRAND TOTAL</b>			_____

## B.2 DELIVERY SCHEDULE

Estimated delivery date \_\_\_\_\_

Please provide FOB destination price to VA Northern California Healthcare System, Mather, CA.

Note: Offers of "equal" products - Offeror must clearly indicate in its offer that the product being offered is an "equal" product. The "equal" product must have the same physical, functional, or performance characteristics as the items referenced above and Attachment 1, Salient Characteristics. New Equipment ONLY; NO remanufactured or "gray market" items. All items must be covered by the manufacturer's warranty. Please provide technical specification if offering an equal product.

New Equipment ONLY; NO remanufactured, used/refurbished or "gray market" items. All items must be covered by the manufacturer's warranty. No product in development shall be considered.

Authorized dealers: Only firms who are authorized dealers will be considered in addition to the original equipment manufacturer. A letter from the manufacturer stating your company is an authorized dealer for the line items must be in possession by the due date and be available for submission, if requested.

## SECTION C - CONTRACT CLAUSES

### C.1 GRAY MARKET LANGUAGE (MAY 2016)

The Vendor shall be an Original Equipment Manufacturer (OEM) authorized dealer, authorized distributor, or authorized reseller for the proposed equipment/system such that the OEM warranty and service are provided and maintained by the OEM. All warranty and service associated with the equipment/system shall be in accordance with the OEM terms and conditions. The vendor shall provide new items ONLY; no remanufactured or "gray market" items. All items must be covered by the manufacturer's warranty.

### C.2 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2018)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 1000 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.



(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>);

(ii) Quick Search (<http://quicksearch.dla.mil/>);

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by?

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.* (Applies to all offers exceeding \$10,000, and offers of \$10,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier.

(k) [Reserved]

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

### **C.3 52.211-6 BRAND NAME OR EQUAL (AUG 1999)**

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must—

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by—

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	OCT 2018

#### **C.4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2019)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115–91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(4) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204–10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109–282) (31 U.S.C. 6101 note).

(5) [Reserved]

(6) 52.204–14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111–117, section 743 of Div. C).

(7) 52.204–15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111–117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

(10) [Reserved]

(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

(ii) Alternate I (NOV 2011) of 52.219-3.

(12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(ii) Alternate I (JAN 2011) of 52.219-4.

(13) [Reserved]

(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

(16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

(17)(i) 52.219-9, Small Business Subcontracting Plan (AUG 2018) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (NOV 2016) of 52.219-9.

(iii) Alternate II (NOV 2016) of 52.219-9.

(iv) Alternate III (JAN 2017) of 52.219-9.

(v) Alternate IV (AUG 2018) of 52.219-9.

(18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

(19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).

(20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

(22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C 632(a)(2)).

(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).

(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).

(25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(26) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (JAN 2018) (E.O. 13126).

(27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(28)(i) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).

(ii) Alternate I (FEB 1999) of 52.222-26.

(29)(i) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(ii) Alternate I (JULY 2014) of 52.222-35.

(30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(ii) Alternate I (JULY 2014) of 52.222-36.

(31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(33)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

(ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

(37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

(38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (OCT 2015) of 52.223-13.

(39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-14.

(40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-16.

(42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

(43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

(44) 52.223-21, Foams (JUN 2016) (E.O. 13693).

(45) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(ii) Alternate I (JAN 2017) of 52.224-3.

(46) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

(47)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I (MAY 2014) of 52.225-3.

(iii) Alternate II (MAY 2014) of 52.225-3.

(iv) Alternate III (MAY 2014) of 52.225-3.

(48) 52.225-5, Trade Agreements (AUG 2018) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(49) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(50) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).

(56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(58) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

(60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(iii) Alternate II (FEB 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

(2) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

□ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

□ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

□ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

□ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

□ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

□ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

□ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—



(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115–91).

(iv) 52.219–8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219–8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xiii)(A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
852.203-70	COMMERCIAL ADVERTISING	MAY 2018

## **C.5 VAAR 852.219-74 LIMITATIONS ON SUBCONTRACTING— MONITORING AND COMPLIANCE (JUL 2018)**

(a) This solicitation includes FAR 52.219-4 Notice of Price Evaluation Preference for HubZone Small Business Concerns.

(b) Accordingly, any contract resulting from this solicitation is subject to the limitation on subcontracting requirements in 13 CFR 125.6, or the limitations on subcontracting requirements in the FAR clause, as applicable. The Contractor is advised that in performing contract administration functions, the Contracting Officer 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.

(c) 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 Contracting Officer in assessing the Contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs.

(d) 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 Contracting Officer to assess the Contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

## **C.6 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)**

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

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

(2) *Designated agency office* means the office designated by the purchase order, agreement, or contract to first receive and review invoices. This office can be contractually designated as the receiving entity. This office may be different from the office issuing the payment;

(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; and

(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 at the current website address provided in the contract.

(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).

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

(e) *Exceptions.* If, based on one of the circumstances in this paragraph (e), 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)

### **C.7 VAAR 852.246-70 GUARANTEE (JAN 2008)**

The contractor guarantees the equipment against defective material, workmanship and performance for a period of , said guarantee to run from date of acceptance of the equipment by the Government. The contractor agrees to furnish, without cost to the Government, replacement of all parts and material that are found to be defective during the guarantee period. Replacement of material and parts will be furnished to the Government at the point of installation, if installation is within the continental United States, or f.o.b. the continental U.S. port to be designated by the contracting officer if installation is outside of the continental United States. Cost of installation of replacement material and parts shall be borne by the contractor.

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
852.270-1	REPRESENTATIVES OF CONTRACTING OFFICERS	JAN 2008

### **C.8 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/>

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
852.246-71	REJECTED GOODS	OCT 2018

## **C.9 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)

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016

## Brand Name or Equal Worksheet (“Salient Characteristics”)

9/10/2019

### **Brand Name Item: Stryker (S-Series) Anesthesia and Equipment Booms**

Essential/significant physical, functional, or performance characteristics.

The request is intended to be multiplied by 2 to be installed in 2 newly build Cath lab.

#### Equipment Boom

- Capacitive touch brake control with “grab and go” handles
- Electric brake and movement, including vertical articulation
- Powered and manual vertical and horizontal articulating arms
- At least 330 degrees of rotation
- Meets NFPA 70 2011, and NFPA 99 2012, and UL 60601-1 standards
- Includes a Footprint no larger than 12” on each side for each boom
- Shelf weight capacity of 175lbs
- Easy access panels
- Certified gas hose assemblies to UL1331 compliance
- Cables pulled through booms
- Include KEZR and KEXS Isolated Power
- Triple Redundant Ground System
- Customizable Arm Lengths (vertical & horizontal)
- In-field replaceable service head
- Offer gas services in at least three manufactures and variety of connection types and various high- voltage outlet types (color and connection)
- Expandable gas and data capabilities so services can be added to installed boom in the field
- Features a protective cover that shield cables and provides a smooth, clean surface
- Equipment boom configuration include:
  - 2- adjustable shelves
  - 20- emergency electrical outlets
  - 1- Distribution board
  - 6- CAT 6 data ports
  - 1- 30A/250VL6-30R Sng Twistlock
  - 2- O2 gas
  - 1- WAGD
  - 1- Med Air
  - 2- VAC
  - 1- SVideo/BNC/VGA
  - 1- DVI

# Brand Name or Equal Worksheet (“Salient Characteristics”)

## Anesthesia Boom

- Capacitive touch brake control with “grab and go” handles
- Electric brake and movement, including vertical articulation
- Powered and manual vertical and horizontal articulating arms
- At least 330 degrees of rotation
- Meets NFPA 70 2011, and NFPA 99 2012, and UL 60601-1 standards
- Includes a Footprint no larger than 12” on each side for each boom
- Shelf weight capacity of 175lbs
- Easy access panels
- Certified gas hose assemblies to UL1331 compliance
- Cables pulled through booms
- Include KEZR and KEXS Isolated Power
- Triple Redundant Ground System
- Utilizes a single mounting location for multiple boom, light and flat panel combinations
- Customizable Arm Lengths (vertical & horizontal)
- In-field replaceable service head
- Offer gas services in at least three manufactures and variety of connection types and various high- voltage outlet types (color and connection)
- Expandable gas and data capabilities so services can be added to installed boom in the field
- Features a protective cover that shield cables and provides a smooth, clean surface
- Includes 1 monitor arm able to hold (2) 32” monitors
  - Has at least 540 degree of rotation
  - Features a protective cover that shield monitor cables and provides a smooth, clean surface
- Anesthesia Boom Configuration includes:
  - 1- N2O gas
  - 2- O2 gas
  - 1- Distribution Board
  - 1- Med Air
  - 1- WAGD
  - 2- VAC
  - 1- SVideo/BNC/VGA
  - 1- DVI
  - 8- Emergency electrical outlets
  - 6- CAT 6 data ports

## Brand Name or Equal Worksheet (“Salient Characteristics”)

- a) **Compatibility** – N/A
- b) **Dimensions** – TBD
- c) **Industry Standard** – yes
- d) **Purpose** – Equipment and anesthesia booms (2x each) to be installed in each new Cath Lab
- e) **Governing Body or Organization** – Veterans Health Administration

- 1) **Complete generic identification** – Anesthesia and Equipment Booms for each Cath Lab
- 2) **Applicable model/make/catalog number** – S-Series
- 3) **Manufacturer name** – Stryker

Per VAAR 811.104 and 811.105, I certify the following regarding the above information:

- The salient characteristics listed above are essential to the Government’s requirements.
- To my knowledge, the restrictions listed above will not limit the acquisition to an item peculiar to one manufacture.

Ghaith Hasan, Biomedical Engineer

Maia Carter, Biomedical Engineer



Northern California VA Medical Center  
Mather, CA 95655

## **SCOPE OF WORK AND GENERAL SPECIFICATIONS FOR CEILING MOUNTED EQUIPMENT AND ANESTHESIA BOOMS**

### **1. Background:**

The Radiology department is in the construction process of two new Cath Labs, scheduled to complete February 2020. Each lab will need an equipment and anesthesia boom (with dual monitor arm on the anesthesia boom) to assist the Cath lab staff during procedures by providing easier access to various outlets and gases, and displaying media on movable, mounted screens. This will be a newly renovated space and will require coordination between the boom vendor and the VA's construction contractor on placement of any vendor provided above ceiling mounting infrastructure which are to be installed by the construction contractor.

### **2. Project Scope:**

The Northern California Health Care System is looking to procure (2) anesthesia and equipment booms, one each of the 2 Cath Labs being built. There are no existing mounting points, therefore the vendor will be required to install the necessary infrastructure to attach the booms to the ceiling. The selected vendor will also install purchased anesthesia and equipment booms in both of the 2 Cath lab procedure rooms. Equipment must include all of the components listed in the salient characteristics, however, final configuration approval will take place after procurement. Vendor will be required to pull cables through booms and mount the previously purchased Olympus monitors on the anesthesia boom. Following installation, vendor will provide training to Cath Lab and Biomedical Engineering department staff.

### **3. Definitions:**

Acceptance Signature - COR or VA designee signature; indicates COR accepts work status as stated in SOW

Biomedical Engineer(ing) - Supervisor or designee

CO - Contracting Officer

COR - Contracting Officer's Representative

OI&T – Office of Information and Technology

MSDS – Material Safety Data Sheet

VA – Department of Veterans Affairs

VAMC – Department of Veterans Affairs Medical Center

VISN – Veterans Integrated Service Network

#### **4. Specifications:**

Cath Lab equipment and anesthesia booms specifications are designed to outline Radiology Department and Biomedical Engineering requirements. Specifications of all equipment will be provided to the Contracting Officer Representative (COR) for a technical review before final approval. The required equipment is described below:

##### **4.1 Equipment Technology Specifications:**

###### **Equipment Boom**

- Capacitive touch brake control with “grab and go” handles
- Electric brake and movement, including vertical articulation
- Powered and manual vertical and horizontal articulating arms
- At least 330 degrees of rotation
- Meets NFPA 70 2011, and NFPA 99 2012, and UL 60601-1 standards
- Includes a Footprint no larger than 12” on each side for each boom
- Shelf weight capacity of 175lbs
- Easy access panels
- Certified gas hose assemblies to UL1331 compliance
- Cables pulled through booms
- Include KEZR and KEXS Isolated Power
- Triple Redundant Ground System
- Customizable Arm Lengths (vertical & horizontal)
- In-field replaceable service head
- Offer gas services in at least three manufactures and variety of connection types and various high- voltage outlet types (color and connection)
- Expandable gas and data capabilities so services can be added to installed boom in the field
- Features a protective cover that shield cables and provides a smooth, clean surface
- Equipment boom configuration include:

- 2- adjustable shelves
- 20- emergency electrical outlets
- 1- Distribution board
- 6- CAT 6 data ports
- 1- 30A/250VL6-30R Sng Twistlock
- 2- O2 gas
- 1- WAGD
- 1- Med Air
- 2- VAC
- 1- SVideo/BNC/VGA
- 1- DVI

### **Anesthesia Boom**

- Capacitive touch brake control with “grab and go” handles
- Electric brake and movement, including vertical articulation
- Powered and manual vertical and horizontal articulating arms
- At least 330 degrees of rotation
- Meets NFPA 70 2011, and NFPA 99 2012, and UL 60601-1 standards
- Includes a Footprint no larger than 12” on each side for each boom
- Shelf weight capacity of 175lbs
- Easy access panels
- Certified gas hose assemblies to UL1331 compliance
- Cables pulled through booms
- Include KEZR and KEXS Isolated Power
- Triple Redundant Ground System
- Utilizes a single mounting location for multiple boom, light and flat panel combinations
- Customizable Arm Lengths (vertical & horizontal)
- In-field replaceable service head
- Offer gas services in at least three manufactures and variety of connection types and various high- voltage outlet types (color and connection)
- Expandable gas and data capabilities so services can be added to installed boom in the field
- Features a protective cover that shield cables and provides a smooth, clean surface
- Includes 1 monitor arm able to hold (2) 32” monitors
  - Has at least 540 degree of rotation
  - Features a protective cover that shield monitor cables and provides a smooth, clean surface

- Anesthesia Boom Configuration includes:
  - 1- N2O gas
  - 2- O2 gas
  - 1- Distribution Board
  - 1- Med Air
  - 1- WAGD
  - 2- VAC
  - 1- SVideo/BNC/VGA
  - 1- DVI
  - 8- Emergency electrical outlets
  - 6- CAT 6 data ports

**5. Delivery Location:**

Sacramento VA Medical Center  
10535 Hospital Way  
Mather, CA 95655

**6. Installation:**

All work and installation will be coordinated with the COR and individual site's Radiology and Biomedical Engineering Department groups. Phasing and work schedule will be provided and coordinated with the COR. A detailed installation schedule will be provided during the project implementation kick-off meeting. The installations will occur at the discretion of the COR and be coordinated with each site individually. The full deployment shall have a one-year deployment window. This will allow for each site to plan and prepare all aspects of the new equipment. In addition to the COR, an additional representative at each of the facilities will act as a liaison to ensure that the vendor meets government expectations and follows the guidelines as set by the Contracting Officer.

The vendor will install all necessary mounting points/infrastructure to attach booms to the ceiling. Following, the vendor will install the procured equipment and anesthesia booms and pull cables through booms. The vendor will also attach previously purchased Olympus monitors to the anesthesia boom.

Vendor must provide:

- Project Manager
- Installation Team
- Trainer

VAMAC Nor Cal must provide:

- Project Manager
- Clinical stakeholder and representative
- Vendor to terminate cable pull-throughs

The vendor will confine operations (including storage of materials) on Government premises to areas authorized and approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. Working space and space available shall be as determined by the COR.

Following installation, the vendor will provide a trainer to educate Cath Lab and Biomedical Engineering staff on new equipment functions and features.

## **7. Warranty and Support:**

Warranty of the equipment will be provided for one year upon receipt and acceptance of the equipment. The Chief Biomedical Engineer must sign off on acceptance before the warranty cycle begins. The warranty must be provided in the quote to cover all components of the medication dispensing cabinets and hardware equipment.

The vendor will provide two (2) sets of user manuals and technical manuals to VA Engineering at each site.

For any repairs or services that will be performed during normal working hours, the vendor's service representative will report upon arrival to the VA Engineering Point of Contact or his designee. Upon completion of the work, the vendor's service representative must report in person to the Point of Contact and must present a copy of his/her field service report signed by the service using the equipment. This report must reflect date and time of service, name of company, and the name of the vendor's service representative. At a minimum, this report must contain a detailed description of any services or repairs performed and identification of the units serviced. It must include a listing of replacement parts, when applicable. The report will also include the vendor's recommendations necessary to maintain the equipment in best operating condition. Preventive maintenance procedures followed should be thoroughly documented (step-by-step) on the service report.

A copy of the service report shall be provided to both the using Service and Biomedical Engineering.

## **8. Testing:**

The contractor shall verify to Biomedical Engineering and Cath Lab Staff that the system meets all requirements stated on this contract through demonstration and validation.

Warranty period will start upon sign off and acceptance signature from COR and using services.

#### **9. Operations and Storage Areas:**

The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized and approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

Working space and space available shall be as determined by the COR.

Debris will be removed daily by the contractor unless otherwise directed.

Workmen are subject to rules of the Medical Center applicable to their conduct. All personal automobiles and contractor trucks shall be parked at the contractor's staging area or offsite of the VA premises.

Execute work so as to interfere as little as possible with normal functioning of the Medical Center as a whole, including operations of utility services, fire protection systems and any existing equipment, with work being done by others. Do not store materials and equipment in other than the designated contractor storage areas.

Daily, Contractor shall keep work, storage, and staging areas clean and neat. Contractor shall provide sufficient trash containers so that there is no debris lying around. The containers shall be emptied at least weekly and more frequently, if needed.

#### **10. Phasing:**

The contractor shall submit a phasing schedule in writing to the COR for approval two weeks prior to the start of any work.

VISN 21 Medical Centers are fully operational hospitals. The Contractor must schedule his work around VA operations and specifically for the convenience of the hospitals. Contractor must note work at times other than normal operating hours.

#### **11. Protection of Existing Structures, Equipment, Utilities, and Improvements:**

The Contractor shall preserve and protect all structures and equipment on or adjacent to the work site. The contractor shall replace at his own expense damage to such items to the satisfaction of the Contracting Officer.

Contractor shall take all measures and provide all materials necessary for protecting and preserving existing equipment and property in affected areas of installation against dust, debris and physical damage, so that equipment and affected areas to be used in Medical Center operations will not be hindered. Contractor shall permit access to VA personnel

through installation areas as required for maintenance and normal Medical Center operations.

When the installation area is turned over to Contractor, Contractor shall accept entire responsibility therefore. Contractor shall maintain in operating condition, existing fire protection, alarm equipment and other operating equipment in the installation area. IT IS VERY IMPORTANT THAT ESSENTIAL AND LIFE SAFETY SYSTEMS BE CONTINUOUSLY MAINTAINED AND NOT INTERRUPTED WITHOUT TWO WEEKS PRIOR WRITTEN NOTICE AND APPROVAL FROM THE VA MEDICAL CENTER.

## **12. Sign-in Procedures:**

All Contractor workers are required to sign in and out at the VA Police Dispatch at the corresponding locations as directed by the COR or designee at each facility. A valid state driver's license or state identification card is mandatory for all employees to have access to these facilities. All contractor employees are required to wear the assigned VA badge at all times.

If after-hour key service is needed, contact VA Police Dispatch at the corresponding facilities.

Following VA Police Dispatch sing-in, vendor will be required to report to the Biomedical Engineering Department to sign -in and be escorted to the appropriate location.

## **13. Mobile Media Scanning:**

The Contractor will identify if removable media (i.e. USB or DVD/CD Device) is required to perform his/her duties. Chief, Biomedical Engineering or designee will ensure the removable media is scanned with anti-virus software running current virus definitions prior to connection to any medical device system. The computer system for scanning removable media is located in the biomedical engineering department, Building 652.

## **14. Safety Data Sheet (SDS):**

Contractor shall provide three (3) copies of each Safety Data Sheet for every product, chemical, etc. used on this project. SDS sheets shall be provided for any material on the same day those materials arrive on VA property. At no time shall the contractor have, or permit subcontractors to have, materials on station without SDS sheets. All instructions for use shall be followed. Products will not be used until SDS's are submitted to the COR.

The contractor shall maintain a current, green in color, loose-leaf notebook on the job site at all times, which is readily available for viewing by the COR or VA Safety Officer.

## **15. Work Hours:**

Normal business hours are 7:30AM to 4:30PM Monday thru Friday excluding Federal Holidays. Work completed outside this time must be requested through the COR.

Requests for after hours work must be submitted in writing to the COR two (2) weeks prior to work. The VA requires that information submitted must contain: extent of work, workers involved, the affected areas, and the estimated times of operation.

#### **16. ID Badges:**

All workers are required to obtain a time-limited I. D. badge from the VA Police Service located on the ground floor of Building 203. This badge must be worn at all times when workers are on site.

#### **17. Estimates:**

Vendors will submit one quotation for the purchase of the equipment and match the requirements outlined in this RFP. In the quotes, vendors will indicate whether their solution has MET, NOT MET or MET WITH QUALIFICATIONS for each line item in this document (MET WITH QUALIFICATIONS will require a detailed listing of non-compliance). In addition, vendors will complete the Instructions to Offertory's (ITO) and respond in detail to each question. Vendors are required to respond to each item individually in both documents. Include the specification/question number and text in your response document to facilitate review.

#### **18. Records Management Language for Contracts Required**

The following standard items relate to records generated in executing the contract and should be included in a typical Electronic Information Systems (EIS) procurement contract:

1. Citations to pertinent laws, codes and regulations such as 44 U.S.C chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.
2. Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.
3. Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.
4. Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.



5. Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.
6. The Government Agency owns the rights to all data/records produced as part of this contract.
7. The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.
8. Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format [paper, electronic, etc.] or mode of transmission [e-mail, fax, etc.] or state of completion [draft, final, etc.].
9. No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.
10. Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, this contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

## Attachment 3

"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.: 2015-5631  
Daniel W. Simms Division of | Revision No.: 9  
Director Wage Determinations | Date Of Last Revision: 08/02/2019

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Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.60 for calendar year 2019 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 \$10.60 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 2019. 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](http://www.dol.gov/whd/govcontracts).

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State: California

Area: California Counties of El Dorado Placer Sacramento Yolo

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\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.93
01012 - Accounting Clerk II		19.02
01013 - Accounting Clerk III		21.27
01020 - Administrative Assistant		29.68
01035 - Court Reporter		30.70
01041 - Customer Service Representative I		14.68
01042 - Customer Service Representative II		16.51
01043 - Customer Service Representative III		18.02
01051 - Data Entry Operator I		15.96
01052 - Data Entry Operator II		17.42
01060 - Dispatcher Motor Vehicle		19.94
01070 - Document Preparation Clerk		19.14
01090 - Duplicating Machine Operator		19.14
01111 - General Clerk I		14.14
01112 - General Clerk II		15.43
01113 - General Clerk III		17.70
01120 - Housing Referral Assistant		22.39
01141 - Messenger Courier		14.64
01191 - Order Clerk I		16.59
01192 - Order Clerk II		18.10
01261 - Personnel Assistant (Employment) I		17.77
01262 - Personnel Assistant (Employment) II		19.89
01263 - Personnel Assistant (Employment) III		22.17
01270 - Production Control Clerk		23.46
01290 - Rental Clerk		16.57
01300 - Scheduler Maintenance		17.83
01311 - Secretary I		17.83
01312 - Secretary II		19.42
01313 - Secretary III		22.39
01320 - Service Order Dispatcher		17.82
01410 - Supply Technician		29.68
01420 - Survey Worker		22.21
01460 - Switchboard Operator/Receptionist		14.72
01531 - Travel Clerk I		16.79

01532 - Travel Clerk II	18.07
01533 - Travel Clerk III	19.43
01611 - Word Processor I	15.66
01612 - Word Processor II	17.59
01613 - Word Processor III	19.67
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	23.71
05010 - Automotive Electrician	21.85
05040 - Automotive Glass Installer	20.50
05070 - Automotive Worker	20.50
05110 - Mobile Equipment Servicer	17.99
05130 - Motor Equipment Metal Mechanic	23.19
05160 - Motor Equipment Metal Worker	20.50
05190 - Motor Vehicle Mechanic	23.19
05220 - Motor Vehicle Mechanic Helper	16.87
05250 - Motor Vehicle Upholstery Worker	19.16
05280 - Motor Vehicle Wrecker	20.50
05310 - Painter Automotive	21.85
05340 - Radiator Repair Specialist	20.50
05370 - Tire Repairer	15.52
05400 - Transmission Repair Specialist	23.19
07000 - Food Preparation And Service Occupations	
07010 - Baker	16.27
07041 - Cook I	16.44
07042 - Cook II	18.91
07070 - Dishwasher	11.47
07130 - Food Service Worker	11.85
07210 - Meat Cutter	19.08
07260 - Waiter/Waitress	12.18
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.40
09040 - Furniture Handler	12.60
09080 - Furniture Refinisher	18.40
09090 - Furniture Refinisher Helper	14.53
09110 - Furniture Repairer Minor	16.47
09130 - Upholsterer	18.40
11000 - General Services And Support Occupations	

11030 - Cleaner Vehicles	12.22
11060 - Elevator Operator	14.69
11090 - Gardener	19.55
11122 - Housekeeping Aide	14.69
11150 - Janitor	14.69
11210 - Laborer Grounds Maintenance	15.10
11240 - Maid or Houseman	13.06
11260 - Pruner	13.66
11270 - Tractor Operator	18.09
11330 - Trail Maintenance Worker	15.10
11360 - Window Cleaner	16.15
12000 - Health Occupations	
12010 - Ambulance Driver	24.08
12011 - Breath Alcohol Technician	24.08
12012 - Certified Occupational Therapist Assistant	37.62
12015 - Certified Physical Therapist Assistant	33.18
12020 - Dental Assistant	20.18
12025 - Dental Hygienist	48.40
12030 - EKG Technician	34.29
12035 - Electroneurodiagnostic Technologist	34.29
12040 - Emergency Medical Technician	24.08
12071 - Licensed Practical Nurse I	22.14
12072 - Licensed Practical Nurse II	24.76
12073 - Licensed Practical Nurse III	27.61
12100 - Medical Assistant	18.14
12130 - Medical Laboratory Technician	27.26
12160 - Medical Record Clerk	23.09
12190 - Medical Record Technician	25.82
12195 - Medical Transcriptionist	23.07
12210 - Nuclear Medicine Technologist	61.69
12221 - Nursing Assistant I	13.18
12222 - Nursing Assistant II	14.82
12223 - Nursing Assistant III	16.17
12224 - Nursing Assistant IV	18.16
12235 - Optical Dispenser	18.63
12236 - Optical Technician	15.81
12250 - Pharmacy Technician	20.76

12280 - Phlebotomist	21.47
12305 - Radiologic Technologist	43.82
12311 - Registered Nurse I	40.86
12312 - Registered Nurse II	49.98
12313 - Registered Nurse II Specialist	49.98
12314 - Registered Nurse III	60.45
12315 - Registered Nurse III Anesthetist	60.45
12316 - Registered Nurse IV	68.50
12317 - Scheduler (Drug and Alcohol Testing)	32.87
12320 - Substance Abuse Treatment Counselor	18.56
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	23.61
13012 - Exhibits Specialist II	29.25
13013 - Exhibits Specialist III	36.92
13041 - Illustrator I	25.93
13042 - Illustrator II	32.12
13043 - Illustrator III	39.28
13047 - Librarian	35.57
13050 - Library Aide/Clerk	16.05
13054 - Library Information Technology Systems Administrator	32.12
13058 - Library Technician	20.19
13061 - Media Specialist I	23.18
13062 - Media Specialist II	25.93
13063 - Media Specialist III	28.91
13071 - Photographer I	17.88
13072 - Photographer II	21.38
13073 - Photographer III	26.50
13074 - Photographer IV	33.56
13075 - Photographer V	39.20
13090 - Technical Order Library Clerk	17.67
13110 - Video Teleconference Technician	22.34
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.50
14042 - Computer Operator II	19.58
14043 - Computer Operator III	21.82
14044 - Computer Operator IV	24.25

14045 - Computer Operator V		26.86
14071 - Computer Programmer I	(see 1)	23.09
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		17.50
14160 - Personal Computer Support Technician		24.25
14170 - System Support Specialist		37.81
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		35.36
15020 - Aircrew Training Devices Instructor (Rated)		42.77
15030 - Air Crew Training Devices Instructor (Pilot)		51.27
15050 - Computer Based Training Specialist / Instructor		35.36
15060 - Educational Technologist		43.58
15070 - Flight Instructor (Pilot)		51.27
15080 - Graphic Artist		24.86
15085 - Maintenance Test Pilot Fixed Jet/Prop		41.63
15086 - Maintenance Test Pilot Rotary Wing		41.63
15088 - Non-Maintenance Test/Co-Pilot		41.63
15090 - Technical Instructor		30.17
15095 - Technical Instructor/Course Developer		36.90
15110 - Test Proctor		24.35
15120 - Tutor		24.35
16000 - Laundry Dry-Cleaning Pressing And Related Occupations		
16010 - Assembler		13.40
16030 - Counter Attendant		13.40
16040 - Dry Cleaner		15.32
16070 - Finisher Flatwork Machine		13.40
16090 - Presser Hand		13.40
16110 - Presser Machine Drycleaning		13.40
16130 - Presser Machine Shirts		13.40
16160 - Presser Machine Wearing Apparel Laundry		13.40
16190 - Sewing Machine Operator		15.97
16220 - Tailor		16.91

16250 - Washer Machine	14.04
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	22.24
19040 - Tool And Die Maker	26.49
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.23
21030 - Material Coordinator	23.46
21040 - Material Expediter	23.46
21050 - Material Handling Laborer	15.20
21071 - Order Filler	15.43
21080 - Production Line Worker (Food Processing)	19.23
21110 - Shipping Packer	17.54
21130 - Shipping/Receiving Clerk	17.54
21140 - Store Worker I	13.91
21150 - Stock Clerk	18.96
21210 - Tools And Parts Attendant	19.23
21410 - Warehouse Specialist	19.23
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	35.20
23019 - Aircraft Logs and Records Technician	27.50
23021 - Aircraft Mechanic I	33.29
23022 - Aircraft Mechanic II	35.20
23023 - Aircraft Mechanic III	37.14
23040 - Aircraft Mechanic Helper	23.67
23050 - Aircraft Painter	31.36
23060 - Aircraft Servicer	27.50
23070 - Aircraft Survival Flight Equipment Technician	31.36
23080 - Aircraft Worker	29.43
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	29.43
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	33.29
23110 - Appliance Mechanic	22.17
23120 - Bicycle Repairer	16.48
23125 - Cable Splicer	34.38
23130 - Carpenter Maintenance	26.35
23140 - Carpet Layer	23.93



23160 - Electrician Maintenance	31.50
23181 - Electronics Technician Maintenance I	30.80
23182 - Electronics Technician Maintenance II	32.82
23183 - Electronics Technician Maintenance III	34.84
23260 - Fabric Worker	24.82
23290 - Fire Alarm System Mechanic	24.52
23310 - Fire Extinguisher Repairer	23.09
23311 - Fuel Distribution System Mechanic	29.47
23312 - Fuel Distribution System Operator	22.65
23370 - General Maintenance Worker	20.27
23380 - Ground Support Equipment Mechanic	33.29
23381 - Ground Support Equipment Servicer	27.50
23382 - Ground Support Equipment Worker	29.43
23391 - Gunsmith I	23.09
23392 - Gunsmith II	26.54
23393 - Gunsmith III	30.03
23410 - Heating Ventilation And Air-Conditioning Mechanic	25.26
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	26.70
23430 - Heavy Equipment Mechanic	28.34
23440 - Heavy Equipment Operator	32.83
23460 - Instrument Mechanic	31.66
23465 - Laboratory/Shelter Mechanic	28.30
23470 - Laborer	15.13
23510 - Locksmith	24.92
23530 - Machinery Maintenance Mechanic	30.70
23550 - Machinist Maintenance	22.74
23580 - Maintenance Trades Helper	17.41
23591 - Metrology Technician I	31.66
23592 - Metrology Technician II	33.47
23593 - Metrology Technician III	35.32
23640 - Millwright	37.91
23710 - Office Appliance Repairer	22.99
23760 - Painter Maintenance	21.23
23790 - Pipefitter Maintenance	27.89
23810 - Plumber Maintenance	26.28

23820 - Pneudraulic Systems Mechanic	28.09
23850 - Rigger	30.03
23870 - Scale Mechanic	26.54
23890 - Sheet-Metal Worker Maintenance	31.56
23910 - Small Engine Mechanic	22.14
23931 - Telecommunications Mechanic I	29.94
23932 - Telecommunications Mechanic II	31.65
23950 - Telephone Lineman	27.92
23960 - Welder Combination Maintenance	22.92
23965 - Well Driller	30.17
23970 - Woodcraft Worker	30.03
23980 - Woodworker	21.58
24000 - Personal Needs Occupations	
24550 - Case Manager	19.97
24570 - Child Care Attendant	12.80
24580 - Child Care Center Clerk	15.96
24610 - Chore Aide	11.75
24620 - Family Readiness And Support Services Coordinator	19.97
24630 - Homemaker	19.97
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	34.84
25040 - Sewage Plant Operator	34.97
25070 - Stationary Engineer	34.84
25190 - Ventilation Equipment Tender	24.78
25210 - Water Treatment Plant Operator	34.97
27000 - Protective Service Occupations	
27004 - Alarm Monitor	31.16
27007 - Baggage Inspector	17.26
27008 - Corrections Officer	36.30
27010 - Court Security Officer	34.08
27030 - Detection Dog Handler	21.22
27040 - Detention Officer	36.30
27070 - Firefighter	31.65
27101 - Guard I	17.26
27102 - Guard II	21.22
27131 - Police Officer I	41.52

27132 - Police Officer II	46.15
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.66
28042 - Carnival Equipment Repairer	16.93
28043 - Carnival Worker	11.83
28210 - Gate Attendant/Gate Tender	14.64
28310 - Lifeguard	13.24
28350 - Park Attendant (Aide)	16.37
28510 - Recreation Aide/Health Facility Attendant	11.95
28515 - Recreation Specialist	20.28
28630 - Sports Official	13.03
28690 - Swimming Pool Operator	19.47
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	34.23
29020 - Hatch Tender	34.23
29030 - Line Handler	34.23
29041 - Stevedore I	31.99
29042 - Stevedore II	36.49
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	42.11
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	29.03
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	31.97
30021 - Archeological Technician I	21.84
30022 - Archeological Technician II	24.43
30023 - Archeological Technician III	30.27
30030 - Cartographic Technician	30.27
30040 - Civil Engineering Technician	33.72
30051 - Cryogenic Technician I	33.52
30052 - Cryogenic Technician II	37.02
30061 - Drafter/CAD Operator I	21.84
30062 - Drafter/CAD Operator II	24.43
30063 - Drafter/CAD Operator III	27.24
30064 - Drafter/CAD Operator IV	33.52
30081 - Engineering Technician I	16.86
30082 - Engineering Technician II	18.93
30083 - Engineering Technician III	21.17
30084 - Engineering Technician IV	26.23

30085 - Engineering Technician V	32.20
30086 - Engineering Technician VI	38.82
30090 - Environmental Technician	24.96
30095 - Evidence Control Specialist	30.27
30210 - Laboratory Technician	21.46
30221 - Latent Fingerprint Technician I	39.48
30222 - Latent Fingerprint Technician II	43.60
30240 - Mathematical Technician	30.27
30361 - Paralegal/Legal Assistant I	20.81
30362 - Paralegal/Legal Assistant II	25.99
30363 - Paralegal/Legal Assistant III	31.79
30364 - Paralegal/Legal Assistant IV	38.47
30375 - Petroleum Supply Specialist	37.02
30390 - Photo-Optics Technician	30.27
30395 - Radiation Control Technician	37.02
30461 - Technical Writer I	25.92
30462 - Technical Writer II	31.70
30463 - Technical Writer III	38.36
30491 - Unexploded Ordnance (UXO) Technician I	26.76
30492 - Unexploded Ordnance (UXO) Technician II	32.38
30493 - Unexploded Ordnance (UXO) Technician III	38.81
30494 - Unexploded (UXO) Safety Escort	26.76
30495 - Unexploded (UXO) Sweep Personnel	26.76
30501 - Weather Forecaster I	33.52
30502 - Weather Forecaster II	40.77
30620 - Weather Observer Combined Upper Air Or	(see 2) 27.24
Surface Programs	
30621 - Weather Observer Senior	(see 2) 30.27
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	32.38
31020 - Bus Aide	16.26
31030 - Bus Driver	23.54
31043 - Driver Courier	15.63
31260 - Parking and Lot Attendant	11.99
31290 - Shuttle Bus Driver	16.89
31310 - Taxi Driver	12.73
31361 - Truckdriver Light	16.89

31362 - Truckdriver Medium	18.52
31363 - Truckdriver Heavy	21.38
31364 - Truckdriver Tractor-Trailer	21.38
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.79
99030 - Cashier	11.97
99050 - Desk Clerk	12.41
99095 - Embalmer	26.76
99130 - Flight Follower	26.76
99251 - Laboratory Animal Caretaker I	14.92
99252 - Laboratory Animal Caretaker II	16.13
99260 - Marketing Analyst	29.02
99310 - Mortician	26.76
99410 - Pest Controller	18.28
99510 - Photofinishing Worker	15.20
99710 - Recycling Laborer	24.46
99711 - Recycling Specialist	29.29
99730 - Refuse Collector	22.13
99810 - Sales Clerk	12.32
99820 - School Crossing Guard	15.49
99830 - Survey Party Chief	43.42
99831 - Surveying Aide	23.57
99832 - Surveying Technician	32.36
99840 - Vending Machine Attendant	15.00
99841 - Vending Machine Repairer	18.49
99842 - Vending Machine Repairer Helper	15.00

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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](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or

successor 3 weeks after 5 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. (Reg. 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))."

