

UNITED STATES OF AMERICA
GENERAL SERVICES ADMINISTRATION

ISSUED BY
GREAT LAKES REGION
PBS, PROPERTY MANAGEMENT DIVISION
MINNESOTA WISCONSIN SERVICE CENTER – 5P1NC

ONE FEDERAL DRIVE, ROOM G-760
FORT SNELLING, MN 55111



SOLICITATION NUMBER: 47PF0021Q0058

SERVICE: Fire and Emergency Response Services

**LOCATION(S): Bishop Henry Whipple Federal Building,
Sally Port, Parking Garage, and Parking Lots.**

PERIOD OF PERFORMANCE: June 1, 2021 to May 31, 2026

SOLICITATION ISSUE DATE: February 24, 2021

OFFER RECEIPT DATE/TIME: March 29, 2021 at 12:00 PM

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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL

☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY *(Print)*

42b. RECEIVED AT *(Location)*

42c. DATE REC'D *(YY/MM/DD)*

42d. TOTAL CONTAINERS

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
0001	Base Monthly Price for Fire and Emergency Response Services. Fire and Emergency Response Services as per Statement of Work. Incorporates quote dated April 5, 2021. Deliverable PSC: S202 -- HOUSEKEEPING- FIRE PROTECTION Contract Type: Firm Fixed Price PoP: 06/01/2021 - 05/31/2022 Place of Performance: ONE FEDERAL DRIVE FORT SNELLING, MN 55111-4080	12	MO	\$2,916.00	\$34,992.00
1001	Option 1 Monthly Price for Fire and Emergency Response Services. Fire and Emergency Response Services as per Statement of Work. Incorporates quote dated April 5, 2021. Deliverable PSC: S202 -- HOUSEKEEPING- FIRE PROTECTION Contract Type: Firm Fixed Price PoP: 06/01/2022 - 05/31/2023 Place of Performance: ONE FEDERAL DRIVE FORT SNELLING, MN 55111-4080	12	MO	\$3,062.00	\$36,744.00
2001	Option 2 Monthly Price for Fire and Emergency Response Services. Fire and Emergency Response Services as per Statement of Work. Incorporates quote dated April 5, 2021. Deliverable PSC: S202 -- HOUSEKEEPING- FIRE PROTECTION Contract Type: Firm Fixed Price PoP: 06/01/2023 - 05/31/2024 Place of Performance: ONE FEDERAL DRIVE FORT SNELLING, MN 55111-4080	12	MO	\$3,215.00	\$38,580.00
3001	Option 3 Monthly Price for Fire and Emergency Response Services. Fire and Emergency Response Services as per Statement of Work. Incorporates quote dated April 5, 2021. Deliverable PSC: S202 -- HOUSEKEEPING- FIRE PROTECTION Contract Type: Firm Fixed Price PoP: 06/01/2024 - 05/31/2025 Place of Performance: ONE FEDERAL DRIVE FORT SNELLING, MN 55111-4080	12	MO	\$3,376.00	\$40,512.00
4001	Last Option 4 Monthly Price for Fire and Emergency Response	12	MO	\$3,545.00	\$42,540.00

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	Services. Fire and Emergency Response Services as per Statement of Work. Incorporates quote dated April 5, 2021. Deliverable PSC: S202 -- HOUSEKEEPING- FIRE PROTECTION Contract Type: Firm Fixed Price PoP: 06/01/2025 - 05/31/2026 Place of Performance: ONE FEDERAL DRIVE FORT SNELLING, MN 55111-4080				

SECTION B SUPPLIES OR SERVICES AND PRICES

B1. DESCRIPTION OF SERVICES

The contractor shall provide the management, supervision, manpower, materials, equipment and supplies; and shall plan, schedule, coordinate, and assure effective performance of all Fire and Emergency Response requirements for the Bishop Henry Whipple Federal Building, Parking Ramp, surrounding open Parking lots, and open fields around the building. Work under this Blanket Purchase Agreement (BPA) is expected to commence on or about July 1, 2021.

B2. SCHEDULE OF CHARGES

The Offeror must list the annual Stand By Fee, and per hour charges for the initial 12-month period and for each of the four (4) option periods as listed below and on the following pages. The Contractor shall provide the General Services Administration with ten (10) free false alarm calls per year throughout the term of this BPA including all option periods.

B2.1 Offer for Standard Services

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	OPTION 1 UNIT PRICE	OPTION 2 UNIT PRICE	OPTION 3 UNIT PRICE	OPTION 4 UNIT PRICE
1	Annual Stand By Fee	YR	1	\$34,992	\$36,744	\$38,580	\$40,512	\$42,540

B2.2 Offer for Above Standard Services (equipment is not all inclusive)

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	OPTION 1 UNIT PRICE	OPTION 2 UNIT PRICE	OPTION 3 UNIT PRICE	OPTION 4 UNIT PRICE
1	Pumper Truck – per 15-minute interval	Unit	1	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
2	Ladder Truck – per 15-minute interval	Unit	1	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
3	Rescue Squad – per 15-minute interval	Unit	1	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
4	HazMat – per 15-minute interval	Unit	1	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
5	Inspection and Flushing of Hydrants and Hook ups: (Service will be requested, see Note 1)	Event/Lot	1	\$ No Charge	\$ No Charge	\$ No Charge	\$ No Charge	\$ No Charge

Note 1:

This service will be ordered as funding is available and is NOT covered by the annual Stand By Fee. A separate invoice must be submitted for payment if this service is ordered. If a hydrant or hook up is not functioning properly, it will be the responsibility of GSA to have it repaired.

SECTION C DESCRIPTION/SPECIFICATIONS

STATEMENT OF WORK

C1. SCOPE OF WORK:

The Contractor shall provide the management, supervision, manpower, equipment and supplies necessary to provide Fire and Emergency Response and related services as described herein. The Contractor shall be responsible for performing all work under this BPA in accordance with all Federal, State, County, and City laws, and codes, and follow the more stringent of them. In addition to compliance with these laws, the Contractor shall follow all applicable standard industry practices.

C2. CONTRACT EFFORT REQUIRED:

- (1) Contractor shall provide Fire Suppression and Emergency Response services to the Bishop Henry Whipple Federal Office Building, the associated enclosed Parking Ramp/Garage, any future structures on the property, and the surrounding building associated open air parking lots and grounds. Contractor is required to respond to all emergency calls and fire alarms; provide 24 hours per day, seven (7) days per week and 365 days per year coverage. The Contractor shall provide and may receive services under formal mutual aid agreements. The Contractor will provide ten (10) free false fire alarm dispatches per year throughout the life of this BPA.
- (2) Response: Contractor shall respond within eight (8) minutes of initial call with a minimum of four (4) Fire Fighters and one fire apparatus with a 1000gpm pumping capacity meeting the intent of NFPA 1901. Contractor must meet requirements of Occupational Safety and Health Administration (OSHA) 1910.134. Contractor is to provide fire suppression activities, pre-fire planning, emergency rescue services, elevator rescue services and hazardous material response with the appropriate level necessary to negate the hazard. Contractor will have working knowledge of the Bishop Henry Whipple Building's fire alarm system and have the capability of resetting and silencing the fire alarm panel. "Response Time" shall be from the moment of the alarm notification until the responding apparatus arrives at the scene of the incident.
- (3) Staffing and Equipment: Contractor shall provide all manpower, equipment and supplies. Contractor shall ensure that adequate staffing levels are maintained at all times. Fire Fighters shall meet the minimum National Fire Protection Association (NFPA) requirements for the position they hold, as well as being qualified at the HazMat Technician level. Contractor to provide and maintain pumping apparatus meeting the criteria of NFPA 1901, Standard for Pumper Fire Apparatus and be capable of response at all times as required. All additional vehicles and specialized equipment necessary shall also be provided by the Contractor.
- (4) Fire Suppression: Contractor shall ensure that all Fire Department operations are conducted in a safe manner and that all Fire Fighters are knowledgeable in Fire Fighter OSHA and NFPA practices. Contractor shall use all available resources to safeguard human life and property, and control/suppress all fires at the Bishop Henry Whipple Building, Parking Garage, and parking lots. The contractor shall maintain a fire watch on all structural fires following suppression until it is unlikely that a rekindle may occur.
- (5) Communications: Contractor shall provide and maintain an operational communications system utilizing radio equipment and telephone as necessary. Contractor shall provide radio and telephone communications procedural instruction for routine and emergency use. These procedures shall be submitted to the Contracting Officer (CO) for approval after award.
- (6) Mutual Aid: Contractor shall maintain Mutual Aid Radio Frequencies in all responding Fire Department radios. The Contractor shall request Mutual Aid as required by state statute, when any fire or emergency situation is beyond the control of the Contractor operated Fire Department.
- (7) Pre-Planning: Contractor shall maintain an updated pre-fire plan of the entire contract-covered campus following the procedures contained in the International Fire Service Training Association (IFSTA). The Contractor shall conduct an initial and annual company inspection to establish and update the pre-fire plan as

needed. The pre-fire plan shall be located on the responding apparatus for quick reference during emergency calls.

- (8) Contractor Oversight: Contractor shall designate in writing a Contract Manager (Fire Chief or other designee) responsible for the overall management and coordination of the contract, contractor's workforce and act as the central point of contact with the government. This written designation shall be submitted to the Contracting Officer (CO) within 10 days after award of BPA. The Contract Manager or alternate shall have full authority to act for the contractor on all contractual matters relating to daily operation of this BPA.
- (9) Hazardous Material Response: Contractor shall respond to hazardous material spills when requested. The Contractor shall abide by the provisions of the Superfund Amendments and Reauthorization Act of 1986 (SARA) and other Federal, State and local laws regarding emergency responders at hazardous material incidents. The Contractor shall have an emergency response plan to handle anticipated hazardous material emergencies as outlined in Title III of SARA. Contractor personnel shall be trained to at least the Technician Level as defined in Federal OSHA 1910.120 and NFPA 472, Standard for Professional Competence of responders to Hazardous Materials Incidents. The Contractor shall provide Level "A" entry to hazardous materials incidents for mitigation.
- (10) Additional Services: In addition to providing Emergency Services, the Contractor shall, as part of the annual Stand By Fee, furnish one non-emergency dispatch to the Bishop Henry Whipple Building in conjunction with fire prevention week activities for the purpose of orientation, information and training to assist GSA in developing proper building evacuation procedures and other tenant emergency response measures. This non-emergency dispatch shall be scheduled at a time mutually convenient to both parties and should include Fire Department equipment and personnel.
- (11) Flushing Hydrants: When this service is ordered, it will be paid separately from the annual Fee. The contractor should perform the flush to determine that the hydrant or hook up is function properly. If there is a problem with any hydrant or hook up, the Contracting Officer Representative (COR) must be notified. Repairs to non-functioning hydrants will not be a part of this BPA.

SECTION D PACKAGING AND MARKING

D1. PAYMENT OF POSTAGE AND FEES

All postage and fees related to submitting information including, but not limited to, forms and reports to the CO or the COR, shall be paid by the contractor.

D2. MARKING

All information submitted to the CO or COR, shall clearly indicate the BPA number of the BPA for which the information is being submitted.

SECTION E INSPECTION AND ACCEPTANCE

E1 INSPECTION AND ACCEPTANCE

Emergency services or other services performed under this BPA will be accepted by the COR prior to payment of an invoice. In the case of the annual Stand By Fee, there will be no inspection required.

E2. CANCELLATION CLAUSE

This BPA may be canceled unilaterally by either party under the following conditions:

Cancellation under this clause is limited to total, not partial, BPA cancellation and does not apply to individual call orders.

This BPA may be canceled, without cost, by either the Contractor or GSA upon 120 calendar days after receipt of written notice.

Such a cancellation does not relieve the Contractor for the obligation to perform work under this BPA prior to the effective cancellation date, nor does it relieve GSA from the obligation to pay for such work.

Such a cancellation will not provide any settlement costs to the Contractor and will not result in any action by GSA to gain performance by a surety or to obtain re-procurement costs.

SECTION F DELIVERIES AND PERFORMANCE

F1. PLACE OF PERFORMANCE

The services to be provided under this BPA shall be accomplished at the building(s) listed below.

Bishop Henry Whipple Federal Building and Parking Garage/Open Parking Lots/Grounds to include the Sally Port.
1 Federal Drive
Fort Snelling, MN 55111

Main Building:

The building was constructed in 1967-68 and consists of a basement, sub-basement, ground floor, 1st through 6th floors, a 7th floor mechanical penthouse, and an 8th floor elevator penthouse. The building has two roof levels and comprises approximately 630,733 total square feet. The roof is comprised of asphalt sheeting, built up tar, and is covered with stone. The walls are constructed of pan system poured concrete. The floors are constructed of poured concrete over corrugated steel. The interior walls and ceilings are covered with drywall, plaster, and suspended ceiling tiles. The floors are covered with vinyl floor tile, terrazzo, sheet flooring, ceramic tile, and painted concrete or wood.

Air handling units (AHUs) are located on the 7th floor mechanical penthouse, 3rd floor mechanical room, and 2nd floor mechanical rooms (east and west). Elevator switchgear is located on the 8th floor elevator penthouse. The building is heated with hot water, which is supplied by natural gas/fuel oil boilers located in the basement and circulated to fan coil units above the drop ceilings to perimeter wall radiant heater units throughout the building and to the AHUs listed above. Air conditioning is circulated throughout the building by AHUs located in the mechanical areas listed above and is provided by electric chiller units located in the basement mechanical areas.

Elevators: The building has six public passenger elevators and one Freight elevator that serves all floors except the penthouse and elevator penthouse.

Number of Stories: 7 Stories plus Basement, Sub-Basement, Penthouse and elevator penthouse

Building size: 630,733 Total Square Feet

Official Hours of Building Occupants 6:00 am to 6:00 pm
Monday through Friday, excluding Federal holidays
Accessible 24 hours by key card, 24-hour Security

Known building environmental issues:

There is asbestos sprayed on fire proofing in large portions of the buildings.

Water treatment chemicals are located in the boiler and chiller rooms in the basement.

There are 4 fuel oil tanks for the boilers located under the drive lanes outside the loading dock.

A Simplex addressable, voice evacuation type fire alarm system with firefighter's telephones has been installed in the building. It became operational in August, 2005.

The entire building is equipped with a wet pipe sprinkler system. There are individual computer rooms that have pre-action sprinkler systems. An FM-200 clean agent suppression system is located on the sixth floor. A wet chemical pre-engineered fire suppression system is located above the exhaust hood in the cafeteria. Standpipe connections are located within the stairwells

There are no halon systems remaining in the building.

Fire & Emergency Response Services
Bishop Henry Whipple Federal Building,
Sally Port, Parking Garage, and Parking Lots.

Parking Garage:

Number of Stories: 4 parking levels and mass storage spaces

Sally Port

Building Size: 70,300 Total square feet.

Official hours: This building is accessible by card key at all hours.

F2. TERM OF CONTRACT

After award, the successful Contractor will be given a written Notice to Proceed and shall provide contractual services for a one-year period commencing on the day specified in the Notice to Proceed. Work under this BPA is expected to commence on or about June 1, 2021.

F3. OPTIONS

- A. The Government shall have the unilateral option of extending the term of this BPA for 4 consecutive additional periods of 1 year each. Refer to FAR 52.217-9, Option to Extend the Term of the Contract - Services in **Section I.**
- B. The Government may require continued performance of any services within the limits and at the rates specified herein. Refer to FAR 52.217-8, Option to Extend Services in **Section I.**

SECTION G BPA ADMINISTRATION DATA

G1. PAYMENT (General)

Payment will be made on an annual basis in arrears upon submission of an invoice. Payment will be due on the 30th calendar day after receipt of a proper invoice or date of receipt of services, whichever is later. The date of the check issued in payment shall be considered to be the date payment is made. In the event the BPA begins or ends during the month, payments will be prorated based on 21 workdays per month.

G2. SUBMISSION OF INVOICES

A. Stand By Fee: An invoice shall be submitted annually to the address below.

General Services Administration, Finance
P.O. Box 17181
Fort Worth Texas 76102

B. Emergency Dispatches: Invoices for Emergency dispatches and non-emergency dispatches outside of what is included in the annual Stand By Fee shall be sent to the address below.

General Services Administration
Bishop Henry Whipple Federal Building
One Federal Drive, Room G760
Fort Snelling, MN 51111

Payment will be made on the basis of an invoice for the services submitted with the following information.

- Name and address of building in which service was performed.
- The type of service.
- The time(s) the Contractor's employee(s) arrived at and left the building.
- Total hours spent at the building.
- Total amount of billing.
- Date and time of call.
- Name of person making the call.

G3. CONTRACTING OFFICER (CO)

The CO has the overall responsibility for administering this BPA. He/she alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify, or deviate from the BPA terms, conditions, requirements, specifications, details and delivery schedules; make final decisions on disputed deductions from BPA payments for nonperformance or unsatisfactory performance; terminate the BPA for convenience or default; and issue final decisions regarding BPA questions or matters under dispute. Additionally, he/she may delegate certain other responsibilities to his/her authorized representatives.

G4. CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The COR is designated by the CO at time of award and if necessary revised by letter during the BPA period to assist him/her in discharging his/her responsibilities. The responsibilities of the COR include, but are not limited to: Evaluating Contractor performance with the Government's representative at the work site; advising the Contractor of proposed deductions for nonperformance or unsatisfactory performance; compliance with BPA requirements insofar as the work is concerned; and advising the CO of any factors which may cause delay in work performance. The COR will assist in the discharge of the Contracting Officer's responsibilities when the Contracting Officer is unable to be directly in touch with the BPA work.

Fire & Emergency Response Services
Bishop Henry Whipple Federal Building,
Sally Port, Parking Garage, and Parking Lots.

G5. The following information is being provided as per FAR 13.303-2:

The Government is obligated only to the extent of authorized purchases actually made under the BPA. Any supplies and services to be furnished under this BPA shall be ordered by issuance of call order by the Administrative Contracting Officer. Such orders may be issued from June 1, 2021 through May 31, 2026.

All call orders are subject to the terms and conditions of this BPA. In the event of conflict between a call order and the BPA, the BPA shall control.

The dollar limitation for each individual purchase under the BPA is \$150,000.

SECTION H SPECIAL REQUIREMENTS

H1. GENERAL SPECIAL REQUIREMENTS

- a. The Contractor shall have a response time of 8 minutes or less from time of call to arrival on site.
- b. The Contractor shall ensure that multiple routes are available to the Bishop Henry Whipple Building, Fort Snelling, so that response can be achieved if the primary route is impassable.
- c. The Contractor must employ a full-time staff instead of volunteers or paid on call employees.
- d. The Contractor must have a long-term permanent Fire Station house within a 10-mile radius of the building.

H2. QUALIFICATIONS OF EMPLOYEES

Each employee of the Contractor shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-51.

The Contractor also agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082)(c)(2) and Executive Order 11755, December 29, 1973.

(1) Employees (General)

- (a) The Contractor shall insure that all response personnel have completed the FEMA National Incident Management System training based on their rank/position in the fire department.
- (b) All matters pertaining to the employment, supervision, compensation, promotion, and discharge of such employees are the responsibility of the Contractor, which is in all respects, the employer of such employees.

H3. STANDARDS OF CONDUCT

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity.

H4. SAFEGUARDING INFORMATION

It shall be understood by the Contractor that disclosures of information relating to the work or services provided under this BPA requirement to any person not entitled to receive it, or failure to safeguard any classified information as defined in Executive Order Number 11652 that may come to the Contractor or any person under the Contractor's control in connection with the work under this contract, may subject the Contractor, his agents or employees to criminal liability under Title 18, Section 793, 794, and 798 of the United States Code.

H5. SECURITY REQUIREMENTS

It shall be expected that all personnel from the Contractors organization that will be responding to incidents at this Location will have had a criminal history background check completed.

SECTION I CLAUSES

Clauses Incorporated in Full Text

1. FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (JUN 2016)

(a) Definitions. As used in this clause—

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information ([44 U.S.C. 3502](#)).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

2. 52.213-4 Terms and Conditions-Simplified Acquisitions (Other Than Commercial Items) (Jan 2021)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) [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)).

(ii) [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).

(iii) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(iv) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).

(v) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(vi) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O.11246).

(vii) [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).

(viii) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C.3553](#)).

(ix) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Pub.L.108-77, 108-78 ([19 U.S.C. 3805 note](#))).

(2) Listed below are additional clauses that apply:

(i) [52.232-1](#), Payments (Apr 1984).

(ii) [52.232-8](#), Discounts for Prompt Payment (Feb 2002).

- (iii) [52.232-11](#), Extras (Apr 1984).
- (iv) [52.232-25](#), Prompt Payment (Jan 2017).
- (v) [52.232-39](#), Unenforceability of Unauthorized Obligations (Jun 2013).
- (vi) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Dec 2013).
- (vii) [52.233-1](#), Disputes (May 2014).
- (viii) [52.244-6](#), Subcontracts for Commercial Items (Nov 2020).
- (ix) [52.253-1](#), Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)(Pub. L. 109-282) ([31 U.S.C. 6101 note](#)) (Applies to contracts valued at or above the threshold specified in FAR [4.1403](#)(a) on the date of award of this contract).
- (ii) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O. 13126) (Applies to contracts for supplies exceeding the micro-purchase threshold, as defined in FAR [2.101](#) on the date of award of this contract).
- (iii) [52.222-20](#), Contracts for Materials, Supplies, Articles, and Equipment., Contracts for Materials, Supplies, Articles, and Equipment (Jun 2020) ([41 U.S.C. chapter 65](#)) (Applies to supply contracts over the threshold specified in FAR 22.602 on the date of award of this contract, in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iv) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)) (Applies to contracts valued at or above the threshold specified in FAR [22.1303](#)(a) on the date of award of this contract).
- (v) [52.222-36](#), Equal Employment for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)) (Applies to contracts over the threshold specified in FAR [22.1408](#)(a) on the date of award of this contract, unless the work is to be performed outside the United States by employees recruited outside the United States). (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
- (vi) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)) (Applies to contracts valued at or above the threshold specified in FAR [22.1303](#)(a) on the date of award of this contract).
- (vii) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).

(viii)

(A) [52.222-50](#), Combating Trafficking in Persons (Oct 2020)([22 U.S.C. chapter 78](#) and E.O. 13627) (Applies to all solicitations and contracts).

(B) Alternate I (Mar 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).

(ix) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Nov 2020) (Applies when [52.222-6](#) or [52.222-41](#) are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia)).

(x) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706) (Applies when [52.222-6](#) or [52.222-41](#) are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia).)

(xi) [52.223-5](#), Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(xii) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693)(applies to contracts for products as prescribed at FAR [23.804](#)(a)(1)).

(xiii) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).

(xiv) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (May 2020) ([42 U.S.C. 8259b](#)) (Unless exempt pursuant to [23.204](#), applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP)) will be-

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance).

(xv) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).

(xvi) [52.223-21](#), Foams (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities.

(xvii) [52.225-1](#), Buy American-Supplies (Jan 2021) ([41 U.S.C. chapter 67](#)) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service

contract exceeds the micro-purchase threshold, as defined in FAR [2.101](#) on the date of award of this contract, and the acquisition-

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see [19.502-2](#)), and does not exceed \$25,000).

(xviii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations., Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)) (Applies to contracts greater than the threshold specified in FAR [26.404](#) on the date of award of this contract, that provide for the provision, the service, or the sale of food in the United States).

(xix) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct 2013)(Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) as its source of EFT information).

(xx) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information).

(xxi) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. App. 1241](#)) (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at [47.504](#)(d)).

(2) Listed below are additional clauses that may apply:

(i) [52.204-21](#), Basic Safeguarding of Covered Contractor Information Systems (Jun 2016) (Applies to contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.

(ii) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jun 2020) (Applies to contracts over the threshold specified in FAR [9.405-2](#)(b) on the date of award of this contract).

(iii) [52.211-17](#), Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).

(iv) [52.247-29](#), F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) [52.247-34](#), F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 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): www.acquisition.gov

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this BPA. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights-

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

3. FAR 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 7 days of the end of the performance period.

(End of clause)

4. FAR 52.217-9 Option to Extend the Term of the Contract. (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 14 days of the end of the performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

5. FAR 52.222-35 Equal Opportunity for Veterans (JUN 2020)

(a) *Definitions.* As used in this clause- "Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

6. 52.222-36 Equal Opportunity for Workers with Disabilities (JUN 2020)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

7. 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of [5 U.S.C. 5341](#) or [5332](#).

This Statement is for Information Only:

Employee Class	Monetary Wage—Fringe Benefits

(End of clause)

8. FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEVIATION APR 2020)

(a)(1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 2307, upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract in accordance with the accelerated payment date established, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, with a goal of 15 days after receipt of a proper invoice and all other required documentation from the small business subcontractor if a specific payment date is not established by contract.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

9. FAR 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):

FAR - <https://www.acquisition.gov/far>

GSAR - <https://www.acquisition.gov/gsam>

- FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
- FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
- FAR 52.219-28 POST-AWARD SMALL BUSINESS REPRESENTATION (NOV 2020)
- FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT- PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018)
- FAR 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEPT 2013)
- FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (ALT I) (JULY 1995)
- FAR 52.223-10 WASTE REDUCTION PROGRAM (MAY 2011)
- FAR 52.223-16 ACQUISITION OF EPEAT®- REGISTERED PERSONAL COMPUTER PRODUCTS (OCT 2015)
- FAR 52.223-17 AFFIRMATIVE-PROCUREMENT OF EPA DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (AUG 2018)
- FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUNE 2020)
- FAR 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)
- FAR 52.224-2 PRIVACY ACT (APR 1984)
- FAR 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)
- FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)
- FAR 52.242-15 STOP-WORK ORDER (AUG 1989)
- FAR 52.243-1 CHANGES-FIXED PRICE (AUG 1987) (ALT I) (APR 1984)
- FAR 52.246-4 INSPECTION OF SERVICES – FIXED PRICE (AUG 1996)
- GSAR 552.203-71 RESTRICTION ON ADVERTISING (SEP 1999)
- GSAR 552.232-1 PAYMENTS (DEVIATION) (NOV 2009)

(End of clause)

10. GSAR 552.232-39 Unenforceability of Unauthorized Obligations (FAR DEVIATION) (FEB 2018)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in 502.101) that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such language, provision, or clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such language, provision, or clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(b) Paragraph (a) of this clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

11. GSAR 552.252-6 Authorized Deviations in Clauses (DEVIATION FAR 52.252-6) (SEP 1999)

(a) Deviations to FAR clauses.

(1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of "(DEVIATION)" after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

(2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of "(DEVIATION (FAR clause no.))" after the date of the clause.

(b) Deviations to GSAR clauses. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of "(DEVIATION)" after the date of the clause.

(c) "Substantially the same as" clauses. Changes in wording of clauses prescribed for use on a "substantially the same as" basis are not considered deviations.

(End of clause)

12. PBS 3490.3 - Safeguarding and Dissemination of Controlled Unclassified Information (CUI) Building Information (Oct 16, 2019)

This clause applies to all recipients of CUI building information (which falls within the CUI Physical Security category), including offerors, bidders, awardees, contractors, subcontractors, lessors, suppliers and manufacturers.

Marking CUI. Contractors must submit any contractor-generated documents that contain building information to GSA for review and identification of any CUI building information that may be included. In addition, any documents GSA identifies as containing CUI building information must be marked in accordance with the Order and the Marking Controlled Unclassified Information Handbook (the current version may be found at <https://www.archives.gov/files/cui/20161206-cui-marking-handbook-v1-1.pdf>) before the original or any copies are disseminated to any other parties. If CUI content is identified, the CO may direct the contractor, as specified elsewhere in this contract, to imprint or affix CUI document markings (CUI) to the original documents and all copies, before any dissemination, or authorized GSA employees may mark the documents.

1. Authorized recipients.

a. Building information designated as CUI must be protected with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information, as defined in 32 C.F.R. § 2002.4(bb). Those with such a Lawful Government Purpose may include Federal, state and local government entities, and non-governmental entities engaged in the conduct of business on behalf of or with GSA. Non-governmental entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, utilities, and others submitting an offer or bid to

GSA, or performing work under a GSA contract or subcontract. Recipient contractors must be registered as “active” in the System for Award Management (SAM) database at www.sam.gov, and have a Lawful Government Purpose to access such information. If a subcontractor is not registered in the SAM database and has a Lawful Government Purpose to possess CUI building information in furtherance of the contract, the subcontractor must provide to the contractor its DUNS number or its tax ID number and a copy of its business license. The contractor must keep this information related to the subcontractor for the duration of the contract and subcontract.

b. All GSA personnel and contractors must be provided CUI building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and the issuance of building permits. Public safety entities such as fire and utility departments may have a Lawful Government Purpose to access CUI building information on a case-by-case basis. This clause must not prevent or encumber the necessary dissemination of CUI building information to public safety entities.

2. Dissemination of CUI building information:

a. By electronic transmission. Electronic transmission of CUI information outside of the GSA network must use session encryption (or alternatively, file encryption) consistent with National Institute of Standards and Technology (NIST) SP 800-171. Encryption must be through an approved NIST algorithm with a valid certification, such as Advanced Encryption Standard or Triple Data Encryption Standard, in accordance with Federal Information Processing Standards Publication 140-2, Security Requirements for Cryptographic Modules, as required by GSA policy.

b. By nonelectronic form or on portable electronic data storage devices. Portable electronic data storage devices include CDs, DVDs, and USB drives. Nonelectronic forms of CUI building information include paper documents, photographs, and film, among other formats.

i. By mail. Contractors must only use methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.

ii. In person. Contractors must provide CUI building information only to authorized recipients with a Lawful Government Purpose to access such information. Further information on authorized recipients is found in section 1 of this clause.

3. Record keeping. Contractors must maintain a list of all entities to which CUI is disseminated, in accordance with sections 2 and 3 of this clause. This list must include, at a minimum: (1) the name of the state, Federal, or local government entity, utility, or firm to which CUI has been disseminated; (2) the name of the individual at the entity or firm who is responsible for protecting the CUI building information, with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information; (3) contact information for the named individual; and (4) a description of the CUI building information provided. Once “as built” drawings are submitted, the contractor must collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and suppliers, and submit them to the CO. For Federal buildings, final payment may be withheld until the lists are received.

4. Safeguarding CUI documents. CUI building information (both electronic and paper formats) must be stored within controlled environments that prevent unauthorized access. GSA contractors and subcontractors must not take CUI building information outside of GSA or their own facilities or network,

except as necessary for the performance of that BPA. Access to the information must be limited to those with a Lawful Government Purpose for access.

5. Destroying CUI building information. When no longer needed, CUI building information must either be returned to the CO or destroyed in accordance with guidelines in NIST Special Publication 800-88, Guidelines for Media Sanitization.

6. Notice of disposal. The contractor must notify the CO that all CUI building information has been returned or destroyed by the contractor and its subcontractors or suppliers in accordance with paragraphs 4 and 5 of this clause, with the exception of the contractor's record copy. This notice must be submitted to the CO at the completion of the contract to receive final payment. For leases, this notice must be submitted to the CO at the completion of the lease term.

7. CUI security incidents. All improper disclosures or receipt of CUI building information must be immediately reported to the CO and the GSA Incident Response Team Center at gsa-ir@gsa.gov. If the contract provides for progress payments, the CO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of CUI building information. Progress payments may also be withheld for failure to comply with any provision in this clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.

8. Subcontracts. The contractor and subcontractors must insert the substance of this clause in all subcontracts.

SECTION J LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Exhibit 1. DOCUMENT SECURITY, NOTICE TO PROSPECTIVE BIDDERS/OFFERORS

This resultant BPA includes Sensitive But Unclassified (SBU) building information. SBU documents provided under this solicitation are intended for use by authorized users only. In support of this requirement, GSA requires bidders/offerors to exercise reasonable care when handling documents relating to SBU building information per the solicitation.

REASONABLE CARE

1. **Limiting dissemination to authorized users.** Dissemination of information shall only be made upon determination that the recipient is *authorized* to receive it. The criterion to determine authorization is *need-to-know*. Those with a *need-to-know* are those who are specifically granted access for the conduct of business on behalf of or with GSA. This includes all persons or firms necessary to do work at the request of the Government, such as architects and engineers, consultants, contractors, sub-contractors, suppliers, and others that the contractor deems necessary in order to submit an offer/bid or to complete the work or contract, as well as maintenance and repair contractors and equipment service contractors.

NOTE: It is the responsibility of the person or firm disseminating the information to assure that the recipient is an authorized user and to keep records of recipients.

Authorized users shall provide identification as set forth below:

Valid identification for non-Government users

Authorized non-Government users shall provide valid identification to receive SBU building information. The identification shall be presented and verified for each dissemination. Valid identification shall be all items (a) through (c), below, and including item (d), as necessary:

- (a) A copy of a valid business license or other documentation granted by the state or local jurisdiction to conduct business. The license at a minimum shall provide the name, address, phone number of the company, state of incorporation, and the name of the individual legally authorized to act for the company. The business must be of the type required to do the work. A general contractor's license may be substituted for the business license in states that issue such licenses. In the rare cases where a business license is not available from the jurisdiction, the information shall be provided and testified to by the submitter; and
- (b) Verification of a valid DUNS Number against the company name listed on the business license or certification. Verification may be obtained through <http://www.fpsc.gov>, or by calling Dun & Bradstreet at 703-807-5078 to set up an account; and
- (c) A Valid IRS Tax ID Number of the company requesting the information; and, as necessary,
- (d) A Valid picture state driver's license shall be required of person(s) picking up SBU documents. Phone verification must be made to a previously validated authorized user that the individual(s) picking up the documentation is authorized to do so by the company obtaining the documents. SBU documents will not be released to any individual or firm who has not, either previously or at the time of pickup, supplied the required documentation as outlined in paragraphs (a) through (c), above.

2. **Retaining and destroying documents.** The efforts required above shall continue throughout the entire term of the BPA and for whatever specific time thereafter as may be necessary. Necessary record copies for legal purposes (such as those retained by the architect, engineer, or contractor) must be safeguarded against unauthorized use for the term of retention. Documents no longer needed shall be destroyed (such as after BPA award, after completion of any appeals process or completion of the work). Destruction shall be done by burning or shredding hardcopy, and/or physically destroying CD's, deleting and removing files from the electronic recycling bins, and removing material from computer hard drives using a permanent erase utility or similar software.

Fire & Emergency Response Services
Bishop Henry Whipple Federal Building,
Sally Port, Parking Garage, and Parking Lots.

3. **Term of Effectiveness.** The efforts required above shall continue throughout the entire term of BPA and for what specific time thereafter as may be necessary, as determined by the Government. Necessary record copies for legal purposes (such as those retained by the architect, engineer, or contractor) must be safeguarded against unauthorized use for the term of retention.
4. **Written agreement of disposal.** For all BPAs using SBU building information, the contractor shall provide a written statement that he/she and his/her subcontractors have properly disposed of the SBU building documents, with the exception of the contractor's record copy, at the time of Release of Claims to obtain final payment. Documents no longer needed shall be destroyed (such as after BPA award, after completion of any appeals process or completion of the work). Destruction shall be done by burning or shredding hardcopy, and/or physically destroying CDs, deleting and removing files from the electronic recycling bins, and removing material from computer hard drives using a permanent erase utility or similar software.

The recipient acknowledges the requirement to use reasonable care, as outlined above, to safeguard the documents and, if not awarded, the BPA (and at the completion of any protest/appeal process) will make every reasonable and prudent effort to destroy or render useless all SBU information received during the solicitation.

I agree that I will abide by this agreement and will only disseminate Sensitive But Unclassified (SBU) building information to other authorized users under the conditions set forth above.

Signature: _____

Title: Fire Chief_____

Date: April 1, 2021_____

Copy of business license attached

DUNS Number: 153857347_____

Verified: ☒ Yes ☐ No

IRS Tax ID Number 41-6005521_____

Fire & Emergency Response Services
Bishop Henry Whipple Federal Building,
Sally Port, Parking Garage, and Parking Lots.

Exhibit 2. Department of Labor Wage Determination

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-4945 Revision No.: 14 Date Of Last Revision: 12/21/2020
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Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 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 \$10.95 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 2021. 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.

States: Minnesota Wisconsin

Area: Minnesota Counties of Anoka Carver Chisago Dakota Hennepin Isanti Ramsey Scott Washington Wright

Wisconsin Counties of Pierce St Croix

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		17.77
01012 - Accounting Clerk II		19.96
01013 - Accounting Clerk III		22.33
01020 - Administrative Assistant		29.07
01035 - Court Reporter		28.07
01041 - Customer Service Representative I		15.92
01042 - Customer Service Representative II		17.91
01043 - Customer Service Representative III		19.53
01051 - Data Entry Operator I		16.06
01052 - Data Entry Operator II		17.52
01060 - Dispatcher Motor Vehicle		22.13
01070 - Document Preparation Clerk		18.72
01090 - Duplicating Machine Operator		18.72
01111 - General Clerk I		15.46
01112 - General Clerk II		16.86
01113 - General Clerk III		18.93
01120 - Housing Referral Assistant		23.06
01141 - Messenger Courier		15.85
01191 - Order Clerk I		16.23
01192 - Order Clerk II		17.72
01261 - Personnel Assistant (Employment) I		17.75
01262 - Personnel Assistant (Employment) II		19.86
01263 - Personnel Assistant (Employment) III		22.13
01270 - Production Control Clerk		25.10
01290 - Rental Clerk		16.80
01300 - Scheduler Maintenance		18.49

01311 - Secretary I	18.49
01312 - Secretary II	20.69
01313 - Secretary III	23.06
01320 - Service Order Dispatcher	20.00
01410 - Supply Technician	29.07
01420 - Survey Worker	20.62
01460 - Switchboard Operator/Receptionist	15.24
01531 - Travel Clerk I	18.65
01532 - Travel Clerk II	20.12
01533 - Travel Clerk III	21.58
01611 - Word Processor I	16.74
01612 - Word Processor II	18.80
01613 - Word Processor III	21.03
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	24.68
05010 - Automotive Electrician	20.92
05040 - Automotive Glass Installer	20.04
05070 - Automotive Worker	20.04
05110 - Mobile Equipment Servicer	18.06
05130 - Motor Equipment Metal Mechanic	21.79
05160 - Motor Equipment Metal Worker	20.04
05190 - Motor Vehicle Mechanic	21.79
05220 - Motor Vehicle Mechanic Helper	16.85
05250 - Motor Vehicle Upholstery Worker	19.22
05280 - Motor Vehicle Wrecker	20.04
05310 - Painter Automotive	20.92
05340 - Radiator Repair Specialist	20.04
05370 - Tire Repairer	16.12
05400 - Transmission Repair Specialist	21.79
07000 - Food Preparation And Service Occupations	
07010 - Baker	16.31
07041 - Cook I	17.19
07042 - Cook II	19.08
07070 - Dishwasher	12.61
07130 - Food Service Worker	13.83
07210 - Meat Cutter	20.01
07260 - Waiter/Waitress	11.71
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.90
09040 - Furniture Handler	16.13
09080 - Furniture Refinisher	19.90
09090 - Furniture Refinisher Helper	18.07
09110 - Furniture Repairer Minor	19.60
09130 - Upholsterer	19.90
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	13.62
11060 - Elevator Operator	15.31
11090 - Gardener	21.62
11122 - Housekeeping Aide	15.31
11150 - Janitor	15.31
11210 - Laborer Grounds Maintenance	17.36
11240 - Maid or Houseman	13.86
11260 - Pruner	16.00
11270 - Tractor Operator	20.17
11330 - Trail Maintenance Worker	17.36
11360 - Window Cleaner	16.67
12000 - Health Occupations	
12010 - Ambulance Driver	21.82
12011 - Breath Alcohol Technician	21.82
12012 - Certified Occupational Therapist Assistant	25.62
12015 - Certified Physical Therapist Assistant	27.68
12020 - Dental Assistant	25.93
12025 - Dental Hygienist	39.60
12030 - EKG Technician	33.00
12035 - Electroneurodiagnostic Technologist	33.00

12040 - Emergency Medical Technician	21.82
12071 - Licensed Practical Nurse I	19.50
12072 - Licensed Practical Nurse II	21.82
12073 - Licensed Practical Nurse III	24.32
12100 - Medical Assistant	20.17
12130 - Medical Laboratory Technician	26.15
12160 - Medical Record Clerk	21.13
12190 - Medical Record Technician	23.64
12195 - Medical Transcriptionist	21.33
12210 - Nuclear Medicine Technologist	43.28
12221 - Nursing Assistant I	12.26
12222 - Nursing Assistant II	13.78
12223 - Nursing Assistant III	15.04
12224 - Nursing Assistant IV	16.89
12235 - Optical Dispenser	20.15
12236 - Optical Technician	16.24
12250 - Pharmacy Technician	18.52
12280 - Phlebotomist	18.59
12305 - Radiologic Technologist	32.99
12311 - Registered Nurse I	29.71
12312 - Registered Nurse II	36.35
12313 - Registered Nurse II Specialist	36.35
12314 - Registered Nurse III	43.98
12315 - Registered Nurse III Anesthetist	43.98
12316 - Registered Nurse IV	52.71
12317 - Scheduler (Drug and Alcohol Testing)	27.02
12320 - Substance Abuse Treatment Counselor	24.22
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.47
13012 - Exhibits Specialist II	26.14
13013 - Exhibits Specialist III	30.90
13041 - Illustrator I	21.81
13042 - Illustrator II	27.01
13043 - Illustrator III	33.05
13047 - Librarian	33.12
13050 - Library Aide/Clerk	17.38
13054 - Library Information Technology Systems Administrator	25.74
13058 - Library Technician	21.45
13061 - Media Specialist I	20.43
13062 - Media Specialist II	22.86
13063 - Media Specialist III	25.48
13071 - Photographer I	19.32
13072 - Photographer II	21.62
13073 - Photographer III	26.77
13074 - Photographer IV	32.74
13075 - Photographer V	39.61
13090 - Technical Order Library Clerk	21.84
13110 - Video Teleconference Technician	23.30
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.63
14042 - Computer Operator II	20.85
14043 - Computer Operator III	23.23
14044 - Computer Operator IV	25.81
14045 - Computer Operator V	28.59
14071 - Computer Programmer I	(see 1) 26.47
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	18.63
14160 - Personal Computer Support Technician	25.81
14170 - System Support Specialist	30.53

15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.82
15020 - Aircrew Training Devices Instructor (Rated)	39.04
15030 - Air Crew Training Devices Instructor (Pilot)	44.17
15050 - Computer Based Training Specialist / Instructor	34.82
15060 - Educational Technologist	37.21
15070 - Flight Instructor (Pilot)	44.17
15080 - Graphic Artist	25.59
15085 - Maintenance Test Pilot Fixed Jet/Prop	44.17
15086 - Maintenance Test Pilot Rotary Wing	44.17
15088 - Non-Maintenance Test/Co-Pilot	44.17
15090 - Technical Instructor	27.47
15095 - Technical Instructor/Course Developer	33.60
15110 - Test Proctor	22.18
15120 - Tutor	22.18
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	12.56
16030 - Counter Attendant	12.56
16040 - Dry Cleaner	15.81
16070 - Finisher Flatwork Machine	12.56
16090 - Presser Hand	12.56
16110 - Presser Machine Drycleaning	12.56
16130 - Presser Machine Shirts	12.56
16160 - Presser Machine Wearing Apparel Laundry	12.56
16190 - Sewing Machine Operator	16.73
16220 - Tailor	17.70
16250 - Washer Machine	13.91
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	24.33
19040 - Tool And Die Maker	29.32
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	20.97
21030 - Material Coordinator	25.10
21040 - Material Expediter	25.10
21050 - Material Handling Laborer	16.95
21071 - Order Filler	17.51
21080 - Production Line Worker (Food Processing)	20.97
21110 - Shipping Packer	18.17
21130 - Shipping/Receiving Clerk	18.17
21140 - Store Worker I	16.81
21150 - Stock Clerk	21.69
21210 - Tools And Parts Attendant	20.97
21410 - Warehouse Specialist	20.97
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	33.61
23019 - Aircraft Logs and Records Technician	28.48
23021 - Aircraft Mechanic I	32.25
23022 - Aircraft Mechanic II	33.61
23023 - Aircraft Mechanic III	34.89
23040 - Aircraft Mechanic Helper	24.96
23050 - Aircraft Painter	31.00
23060 - Aircraft Servicer	28.48
23070 - Aircraft Survival Flight Equipment Technician	31.00
23080 - Aircraft Worker	29.70
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	29.70
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	32.25
23110 - Appliance Mechanic	24.70
23120 - Bicycle Repairer	22.78
23125 - Cable Splicer	42.22
23130 - Carpenter Maintenance	28.58
23140 - Carpet Layer	29.66
23160 - Electrician Maintenance	39.45
23181 - Electronics Technician Maintenance I	28.81

23182 - Electronics Technician Maintenance II	30.07
23183 - Electronics Technician Maintenance III	31.32
23260 - Fabric Worker	27.02
23290 - Fire Alarm System Mechanic	26.87
23310 - Fire Extinguisher Repairer	25.38
23311 - Fuel Distribution System Mechanic	36.52
23312 - Fuel Distribution System Operator	30.27
23370 - General Maintenance Worker	22.41
23380 - Ground Support Equipment Mechanic	32.25
23381 - Ground Support Equipment Servicer	28.48
23382 - Ground Support Equipment Worker	29.70
23391 - Gunsmith I	25.38
23392 - Gunsmith II	28.16
23393 - Gunsmith III	30.62
23410 - Heating Ventilation And Air-Conditioning Mechanic	27.59
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	28.75
23430 - Heavy Equipment Mechanic	30.03
23440 - Heavy Equipment Operator	35.03
23460 - Instrument Mechanic	28.88
23465 - Laboratory/Shelter Mechanic	29.40
23470 - Laborer	16.95
23510 - Locksmith	22.19
23530 - Machinery Maintenance Mechanic	28.38
23550 - Machinist Maintenance	25.30
23580 - Maintenance Trades Helper	16.19
23591 - Metrology Technician I	28.88
23592 - Metrology Technician II	30.11
23593 - Metrology Technician III	31.26
23640 - Millwright	27.50
23710 - Office Appliance Repairer	21.42
23760 - Painter Maintenance	26.53
23790 - Pipefitter Maintenance	40.95
23810 - Plumber Maintenance	39.37
23820 - Pneudraulic Systems Mechanic	30.62
23850 - Rigger	34.33
23870 - Scale Mechanic	28.16
23890 - Sheet-Metal Worker Maintenance	38.64
23910 - Small Engine Mechanic	23.36
23931 - Telecommunications Mechanic I	30.61
23932 - Telecommunications Mechanic II	31.89
23950 - Telephone Lineman	24.43
23960 - Welder Combination Maintenance	23.69
23965 - Well Driller	29.63
23970 - Woodcraft Worker	30.62
23980 - Woodworker	25.38
24000 - Personal Needs Occupations	
24550 - Case Manager	17.28
24570 - Child Care Attendant	13.15
24580 - Child Care Center Clerk	18.03
24610 - Chore Aide	12.48
24620 - Family Readiness And Support Services Coordinator	17.28
24630 - Homemaker	20.05
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	31.11
25040 - Sewage Plant Operator	29.97
25070 - Stationary Engineer	31.11
25190 - Ventilation Equipment Tender	24.06
25210 - Water Treatment Plant Operator	29.97
27000 - Protective Service Occupations	
27004 - Alarm Monitor	29.68
27007 - Baggage Inspector	16.67
27008 - Corrections Officer	26.40

27010 - Court Security Officer	21.99
27030 - Detection Dog Handler	18.65
27040 - Detention Officer	26.40
27070 - Firefighter	20.84
27101 - Guard I	16.67
27102 - Guard II	18.65
27131 - Police Officer I	34.47
27132 - Police Officer II	38.30
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.72
28042 - Carnival Equipment Repairer	15.77
28043 - Carnival Worker	11.65
28210 - Gate Attendant/Gate Tender	16.53
28310 - Lifeguard	11.89
28350 - Park Attendant (Aide)	18.50
28510 - Recreation Aide/Health Facility Attendant	13.50
28515 - Recreation Specialist	22.91
28630 - Sports Official	14.72
28690 - Swimming Pool Operator	19.47
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	31.08
29020 - Hatch Tender	31.08
29030 - Line Handler	31.08
29041 - Stevedore I	29.95
29042 - Stevedore II	32.45
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	42.88
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	29.57
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	32.56
30021 - Archeological Technician I	20.60
30022 - Archeological Technician II	23.05
30023 - Archeological Technician III	28.54
30030 - Cartographic Technician	29.12
30040 - Civil Engineering Technician	32.07
30051 - Cryogenic Technician I	26.61
30052 - Cryogenic Technician II	29.38
30061 - Drafter/CAD Operator I	20.60
30062 - Drafter/CAD Operator II	23.05
30063 - Drafter/CAD Operator III	25.69
30064 - Drafter/CAD Operator IV	31.62
30081 - Engineering Technician I	18.51
30082 - Engineering Technician II	21.39
30083 - Engineering Technician III	23.93
30084 - Engineering Technician IV	29.64
30085 - Engineering Technician V	31.93
30086 - Engineering Technician VI	39.73
30090 - Environmental Technician	25.13
30095 - Evidence Control Specialist	24.02
30210 - Laboratory Technician	23.92
30221 - Latent Fingerprint Technician I	26.33
30222 - Latent Fingerprint Technician II	29.07
30240 - Mathematical Technician	28.27
30361 - Paralegal/Legal Assistant I	20.05
30362 - Paralegal/Legal Assistant II	24.83
30363 - Paralegal/Legal Assistant III	30.38
30364 - Paralegal/Legal Assistant IV	36.76
30375 - Petroleum Supply Specialist	29.38
30390 - Photo-Optics Technician	29.64
30395 - Radiation Control Technician	29.38
30461 - Technical Writer I	26.93
30462 - Technical Writer II	32.94
30463 - Technical Writer III	39.85
30491 - Unexploded Ordnance (UXO) Technician I	27.25
30492 - Unexploded Ordnance (UXO) Technician II	32.97
30493 - Unexploded Ordnance (UXO) Technician III	39.52

30494 - Unexploded (UX0) Safety Escort	27.25
30495 - Unexploded (UX0) Sweep Personnel	27.25
30501 - Weather Forecaster I	31.62
30502 - Weather Forecaster II	38.47
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 25.69
30621 - Weather Observer Senior	(see 2) 28.54
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	32.97
31020 - Bus Aide	16.07
31030 - Bus Driver	21.30
31043 - Driver Courier	18.11
31260 - Parking and Lot Attendant	12.76
31290 - Shuttle Bus Driver	19.41
31310 - Taxi Driver	15.22
31361 - Truckdriver Light	19.41
31362 - Truckdriver Medium	22.10
31363 - Truckdriver Heavy	24.51
31364 - Truckdriver Tractor-Trailer	24.51
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.08
99030 - Cashier	12.14
99050 - Desk Clerk	12.89
99095 - Embalmer	37.72
99130 - Flight Follower	27.25
99251 - Laboratory Animal Caretaker I	13.81
99252 - Laboratory Animal Caretaker II	14.78
99260 - Marketing Analyst	35.16
99310 - Mortician	37.72
99410 - Pest Controller	21.70
99510 - Photofinishing Worker	17.97
99710 - Recycling Laborer	23.94
99711 - Recycling Specialist	27.82
99730 - Refuse Collector	22.02
99810 - Sales Clerk	12.56
99820 - School Crossing Guard	14.61
99830 - Survey Party Chief	36.48
99831 - Surveying Aide	24.23
99832 - Surveying Technician	27.86
99840 - Vending Machine Attendant	16.99
99841 - Vending Machine Repairer	19.47
99842 - Vending Machine Repairer Helper	16.99

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 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))."