



**U.S. Embassy, Bridgetown**

GSO/Contracting  
March 15, 2021

Dear Prospective Quoter:

SUBJECT: Solicitation Number 19BB2121Q0013- Furniture Installation Service

The Embassy of the United States of America invites you to submit a quotation for Furniture Installation Service at U.S. Embassy, Bridgetown.

The Embassy intends to conduct a pre-quotation conference at the site, and all prospective offerors who have received a solicitation package will be invited to attend. See Section 3 of the attached Request for Quotations (RFQ).

Your quotation must be submitted in a sealed envelope marked "Quotation Enclosed" to the U.S. Embassy, Bridgetown, Wildey Business Park, Wildey, St. Michael on or before 10:00 a.m. on March 29, 2021. No quotations will be accepted after this time.

In order for a quotation to be considered, you must also complete and submit the following:

1. SF-1449
2. Section 1, Pricing
3. Section 5, Representations and Certifications and ensure compliance with FAR 52.229-11 is completed with IRS Form W-14 found at [www.irs.gov/w14](http://www.irs.gov/w14)
4. Additional information as required in Section 3

Direct any questions regarding this solicitation to [Bridgetownprocurement@state.gov](mailto:Bridgetownprocurement@state.gov) by email on or before 11:00 a.m. on March 22, 2021.

Sincerely,

James H. Coddington  
Contracting Officer

Enclosure

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**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER

PAGE 1 OF 85

PR9783910

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

19BB2021Q0013

03-15-2021

7. FOR SOLICITATION INFORMATION CALL: 

a. NAME  
James H. Coddington, Contracting Officer

b. TELEPHONE NUMBER(No collect calls)

246-227-4000

8. OFFER DUE DATE/ LOCAL TIME

03-29-2021 / 10:00

9. ISSUED BY

CODE

American Embassy Bridgetown  
Wildey Business Park  
Wildey, St. Michael

10. THIS ACQUISITION IS

UNRESTRICTED OR  SET ASIDE: \_\_\_ % FOR:

- SMALL BUSINESS
- HUBZONE SMALL BUSINESS
- SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- WOMEN-OWNED SMALL BUSINESS
- (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS:
- EDWOSB
- 8 (A) SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

SEE SCHEDULE

12. DISCOUNT TERMS

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

13b. RATING

14. METHOD OF SOLICITATION

RFQ  IFB  RFP

15. DELIVER TO

CODE

American Embassy Bridgetown  
Wildey Business Park  
Wildey, St. Michael

16. ADMINISTERED BY

CODE

American Embassy Bridgetown  
Wildey Business Park  
Wildey, St. Michael

17a. CONTRACTOR/OFFERER

CODE

FACILITY CODE

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY

CODE

American Embassy Bridgetown  
Attention: Financial Management Office  
Wildey Business Park  
Wildey, St. Michael

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

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

19. ITEM NO.

20. SCHEDULE OF SUPPLIES/SERVICES

21. QUANTITY

22. UNIT

23. UNIT PRICE

24. AMOUNT

1

Furniture Installation Service

1

SV

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA

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

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

30b. NAME AND TITLE OF SIGNER (Type or print)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or print)

31c. DATE SIGNED

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 <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY			
41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY ( <i>Print</i> )			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT ( <i>Location</i> )	
				42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449  
RFQ NUMBER 19BB2021Q0013  
PRICES, BLOCK 23

I. PERFORMANCE WORK STATEMENT

The purpose of this firm fixed price purchase order is to disassemble and install modular office furniture services of skilled furniture installer(s) accordance with Attachment 1 and Attachment 2.

II. PRICING

Description	Price	Total
Disassemble and Removal		
Installation		\$
	VAT	
	TOTAL	\$

Prices in Barbados Dollars

III. VALUE ADDED TAX

VALUE ADDED TAX. Value Added Tax (VAT) is not included in the CLIN rates. Instead, it will be priced as a separate Line Item in the contract and on Invoices. Local law dictates the portion of the contract price that is subject to VAT; this percentage is multiplied only against that portion.

CONTINUATION TO SF-1449,  
RFQ NUMBER 19BB2121Q0013  
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20  
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. SCOPE OF WORK

The U.S. Embassy Bridgetown, Barbados requires the furniture installation and disassembly and removal services of skilled furniture installer(s) to complete installation of systems and freestanding furniture.

The furniture installation is in 11 areas of the building. The areas are located in the Chancery building.

All necessary furniture parts required to complete this contract have already been ordered by OBO/Post and will be on site as packaged for overseas shipment. Listed in Attachment 2

50% percent of the installation and disassembly of the old furniture is planned to be completed during non-business hours to include evenings, weekends and holidays. 50% percent of the installation is planned to be completed during business hours.

All moving equipment, carts and dollies, will be provided by contractor, via coordination with the GSO and the Facilities Manager. All specialty tools required for assembly shall be provided by the contractor.

The Supervisory GSO will be the main point of contact and ensure that all areas are cleared and clean; telecommunications have been removed from the systems furniture and pulled back to the junction boxes and will be re-pulled through and terminated in the systems furniture by a separate installation team after reconfiguration; a certified electrician on site shall disconnect the existing in-feeds from the building power; and reconnect the power in-feeds from the building systems to the systems furniture after reconfiguration.

All installers shall abide by the safety and security procedures in place at Post. A security briefing shall be provided by the Regional Security Officer, and a safety (OSHA/OSHA compliance) briefing will be provided by the Post Occupational Safety and Health Office. The Post POC is Sharla Windham.

2. HOURS OF PERFORMANCE

The Contractor shall schedule all furniture installation and disassembly during normal building hours which are defined as 8:00 to 18:30 Monday to Friday, (and inclusive of some weekends and local bank holidays), unless approved in advance by the Contracting Officer's Representative (COR).

### 3.0 ACCESS TO GOVERNMENT BUILDINGS AND STANDARDS OF CONDUCT

3.1 General. The Contractor shall designate a representative who shall supervise the Contractor's technicians and be the Contractor's liaison with the American Embassy. The Contractor's employees shall be on-site only for contractual duties and not for any other business or purpose. Contractor employees shall have access to the equipment and equipment areas and will be escorted by U.S. Embassy personnel.

3.2 Personnel Security. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Contractor shall provide the names, biographic data, and police clearance on all Contractor personnel who shall be used on this Contract prior to their utilization. Submission of information shall be made within 5 days of award of contract. No technician will be allowed on site without prior authorization. Note: this may include cleared personnel if advance notice of visit is not given at least one week before the scheduled visit.

3.2.1 Vehicles. Contractor vehicles will not be permitted inside the Embassy compound without prior approval. If you need to have vehicle access please submit your vehicle information (Make, Model, License Plate #) along with a written justification as to why access is necessary. This should be submitted to the Facility Manager at least one (1) week prior to the visit.

3.2.2 Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identity card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the US Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.

### 3.3 STANDARDS OF CONDUCT

3.3.1 General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each Contractor employee shall adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

3.3.2 Uniforms and Personal Equipment. The Contractor's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR). The Contractor shall provide, to each employee and supervisor, uniforms and personal equipment. The Contractor shall be responsible for the cost of purchasing, cleaning, pressing, and repair of the uniforms.

3.3.3 Neglect of duties shall not be condoned. This includes sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

3.3.4 The Contractor shall not condone disorderly conduct, use of abusive or offensive language, quarreling, and intimidation by words, actions, or fighting. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.

3.3.5 Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances which produce similar effects.

3.3.6 Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These circumstances include but are not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; organizing or participating in gambling in any form; and misuse of weapons.

#### 3.4 Notice to the Government of Labor Disputes

The Contractor shall inform the COR of any actual or potential labor dispute that is delaying or threatening to delay the timely performance of this contract.

#### 3.5 PERSONNEL SECURITY

Within 5 days after award of the contract, the Contractor shall provide the following list of data on each employee who will be working under the contract. The Contractor shall include a list of workers and supervisors assigned to this project. The Government will run background checks on these individuals. It is anticipated that security checks will take 21 days to perform. For each individual the list shall include:

Full Name  
Place and Date of Birth  
Current Address  
Identification number

#### 4. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan provides an effective method to promote satisfactory contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the

Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to monitor quality to ensure that contract standards are achieved.

Performance Objective	Scope of Work Paragraphs	Performance Threshold
<u>Services.</u> Performs all services set forth in the scope of work.	1 thru 3 and Attachment 1	All required services are performed and no more than one (1) customer complaint is received per month.

4.1. **SURVEILLANCE.** The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

4.2. **STANDARD.** The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212.4, Contract Terms and Conditions-Commercial Items (May 2001), if any of the services exceed the standard.

4.3. **PROCEDURES.**

4.3.1 If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

4.3.2 The COR will complete appropriate documentation to record the complaint.

4.3.3 If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

4.3.4 If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

4.3.5 The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

4.3.6 If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

4.3.7 The COR will consider complaints as resolved unless notified otherwise by the complainant.

4.3.8 Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

**ATTACHMENT 1**  
**PERFORMANCE WORK STATEMENT (PWS)**

U.S. Embassy Bridgetown Modular Furniture Project

Description of Project

The U.S. Embassy Bridgetown, Barbados requires the furniture installation and disassembly and removal services of skilled furniture installer(s) to complete installation of systems and freestanding furniture.

The furniture installation is in 11 areas of the building. The areas are located in the Chancery building.

All necessary furniture parts required to complete this contract have already been ordered by OBO/Post and will be on site as packaged for overseas shipment. Listed in Attachment 2.

50% percent of the installation and disassembly of the old furniture is planned to be completed during non-business hours to include evenings, weekends and holidays. 50% percent of the installation is planned to be completed during business hours.

All moving equipment, carts and dollies, will be provided by contractor, via coordination with the GSO and the Facilities Manager. All specialty tools required for assembly shall be provided by the contractor.

The Supervisory GSO will be the main point of contact and ensure that all areas are cleared and clean; telecommunications have been removed from the systems furniture and pulled back to the junction boxes and will be re-pulled through and terminated in the systems furniture by a separate installation team after reconfiguration; a certified electrician on site shall disconnect the existing in-feeds from the building power; and reconnect the power in-feeds from the building systems to the systems furniture after reconfiguration.

All installers shall abide by the safety and security procedures in place at Post. A security briefing shall be provided by the Regional Security Officer, and a safety (OSHA/OSHA compliance) briefing will be provided by the Post Occupational Safety and Health Office. The Post POC is Sharla Windham.

Description of Project Phases (Basic Services)

1) **Phase One** - Project Review Phase: Before arrival on site, the contractor shall review existing systems furniture installation plans; and the new project workstations to become familiar with the project.

a) Document Review:

- I. Review the bills of materials for workstation and office typicals for discrepancies and verify quantity take-offs.
- II. Provide listing of any discrepancies.

- 2) **Phase Two** - Overseas Transportation Phase: NOT USED
- 3) **Phase Three**- Disassembly Phase: The Contractor shall disassemble 65 existing workstations and 6 freestanding desks in the Embassy. Activities in this phase include the following:

Disassemble and remove approximately 65 existing workstations and 6 freestanding desks in the Embassy.

Post shall provide direction to the contractor regarding the removal of the existing furniture to include some removal to storage and some removal to an on-site waste bin.

- 4) **Phase Four** - Installation Phase: The Contractor shall oversee and install systems and freestanding furniture as required by the contract. Activities in this phase include the following:
- a) Preparation:
- i. Coordinate the installation schedule with the Post Point of Contact.
  - ii. Confirm access routes to the areas, including approved doors, stairways, corridors and elevators.
  - iii. Post shall provide approximately the necessary cleared American escorts to support the contract furniture installation team; support activities include, but are not limited to, removal of existing furniture, unloading furniture containers, moving furniture parts, and trash removal.
  - iv. Post shall be responsible for all electrical hardwire disconnects/reconnects at the wall; telecommunications disconnects and removal of all cabling from systems furniture panels/reinstallation and termination of such; and removal of all office supplies, filing, and equipment from the systems furniture workstations (cubicles) prior to disassembly of systems furniture, and reinstallation of such upon completion of the furniture installation.
  - v. Contractor shall provide all necessary panel carts, dollies, and equipment necessary to offload and move product into and through the building.
- b) Installation:
- I. Supervise the disassembly and removal of existing furniture; off-loading, moving, staging, and installation of all systems and freestanding furniture items for the project.
  - II. Stage and install approximately 70 new workstations and 6 freestanding desks as per plans provided.

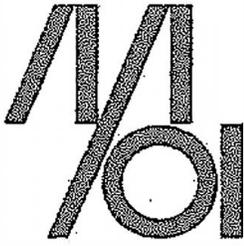
- III. Prepare a punch list of items to be completed or corrected, prior to the final acceptance, for submittal to the COR.
- IV. Provide a two hour training course on basic assembly, disassembly, and maintenance of installed furniture for Post personnel.

**ATTACHMENT 2**  
**LIST OF MODULAR FURNITURE/INSTALLATION SCHEMATICS**

**MOI KNOLL**

**BUNDLE 1 SYSTEM (R1)**

Quantity	Description
1	Knoll YACPU Adapter Kit for Knoll Extra Sling CPU holder
1	Knoll YAK Adapter Kit for Knoll Extra keyboard tray
1	Knoll YPSB3236F--(TBA10)-(TBA10)-118T-118T Desk Screen, for 42" high horizon, full modesty, 36W 1-1/4D 32H, fabric OPTION: (TBA10):INSIDE- TBA (Gr10) OPTION: (TBA10):OUTSIDE- TBA (Gr10) OPTION: 118T:FRAME- Bright White (Textured)
43	Knoll YPSB3242F--(TBA10)-(TBA10)-118T-118T Desk Screen, for 42" high horizon, full modesty, 42W 1-1/4D 32H, fabric OPTION: (TBA10):INSIDE- TBA (Gr10) OPTION: (TBA10):OUTSIDE- TBA (Gr10) OPTION: 118T:FRAME- Bright White (Textured) OPTION: 118T:BRACKET- Bright White (Textured) Mark For (Line Level): Tag TG: S3242F



5	20.00 Each	Knoll DE0TBPM362Q Beltway Power Module, 2 Side, 36W, 10-wire 2+2 Mark For (Line Level); Tag TG: EPM362
6	15.00 Each	Knoll DE\$0TBPCNPQ Beltway Power Connector, 10-wire 2+2, 17" no post Mark For (Line Level); Tag TG: PC17
7	46.00 Each	Knoll AS1DPAD---(TBAA) Cushion, 24D OPTION: --:UPH- Standard OPTION: (TBAA):FABRIC- TBA (A) Mark For (Line Level); Tag TG: AS1DPAD
8	1.00 Each	Knoll D1R6015--(CORE)-118-(CORE)-118-(CORE)-118T Counter Worksurface, 60Wx15D OPTION: (CORE):Core Laminates OPTION: 118:LAM- Bright White OPTION: (CORE):Core Edgebands OPTION: 118:EDGE- Bright White OPTION: (CORE):Core Paints OPTION: 118:BRACKET- Bright White Mark For (Line Level); Tag TG: 6015
9	1.00 Each	Knoll D1R6024G--(CORE)-118-(CORE)-118 Worksurface, Rectangular, 60Wx24D, with grommet OPTION: (CORE):Core Laminates OPTION: 118:LAM- Bright White OPTION: (CORE):Core Edgebands OPTION: 118:EDGE- Bright White Mark For (Line Level); Tag TG: 6024
10	1.00 Each	Knoll D1R6030G--(CORE)-118-(CORE)-118 Worksurface, Rectangular, 60Wx30D, with grommet OPTION: (CORE):Core Laminates OPTION: 118:LAM- Bright White OPTION: (CORE):Core Edgebands OPTION: 118:EDGE- Bright White Mark For (Line Level); Tag TG: 6030



11	1.00 Each	Knoll D1R7215--(CORE)-118-(CORE)-118-(CORE)-118T Counter Worksurface, 72Wx15D OPTION: (CORE):Core Laminates OPTION: 118:LAM- Bright White OPTION: (CORE):Core Edgebands OPTION: 118:EDGE- Bright White OPTION: (CORE):Core Paints OPTION: 118:BRACKET- Bright White Mark For (Line Level): Tag TG: 7215
12	38.00 Each	Knoll D1R7224G--(CORE)-118-(CORE)-118 Worksurface, Rectangular, 72Wx24D; with grommet OPTION: (CORE):Core Laminates OPTION: 118:LAM- Bright White OPTION: (CORE):Core Edgebands OPTION: 118:EDGE- Bright White Mark For (Line Level): Tag TG: 7224
13	6.00 Each	Knoll D1R9624G--(CORE)-118-(CORE)-118 Worksurface, Rectangular, 96Wx24D, with grommet OPTION: (CORE):Core Laminates OPTION: 118:LAM- Bright White OPTION: (CORE):Core Edgebands OPTION: 118:EDGE- Bright White Mark For (Line Level): Tag TG: 9624
14	16.00 Each	Knoll DB1C24L--NA Cantilever Bracket, Left, 24"D, Single Pack OPTION: NA:PAINT- Black Mark For (Line Level): Tag TG: DB1C24L
15	16.00 Each	Knoll DB1C24R--NA Cantilever Bracket, Right, 24"D, Single Pack OPTION: NA:PAINT- Black Mark For (Line Level): Tag TG: DB1C24R
16	5.00 Each	Knoll DB1LSP24L--118T Open Leg Support, 24D, Left Hand, Panel Attachment OPTION: 118T:PAINT- Bright White (Textured) Mark For (Line Level): Tag TG: 24L



17	5.00 Each	Knoll DB1LSP24R--118T Open Leg Support, 24D, Right Hand, Panel Attachment OPTION: 118T:PAINT- Bright White (Textured) Mark For (Line Level): Tag TG: 24R
18	10.00 Each	Knoll DB1LSP24S--118T Open Leg Support, 24D, Shared, Panel Attachment OPTION: 118T:PAINT- Bright White (Textured) Mark For (Line Level): Tag TG: 24S
19	2.00 Each	Knoll DB1PSP24--118T Worksurface End Panel, 24D, Panel Attachment OPTION: 118T:PAINT- Bright White (Textured)
20	2.00 Each	Knoll DB1PSP30--118T Worksurface End Panel, 30D, Panel Attachment OPTION: 118T:PAINT- Bright White (Textured)
21	17.00 Each	Knoll DB1WR72--NA Stiffening Strap, 72W OPTION: NA:PAINT- Black Mark For (Line Level): Tag TG: DB1WR72
22	48.00 Each	Knoll DD1EU24--(CORE TX)-118T End Unit Support, 14-7/8Wx24D OPTION: (CORE TX):Textured Core Paints OPTION: 118T:PAINT- Bright White (Textured) Mark For (Line Level): Tag TG: DD1EU24
23	6.00 Each	Knoll DD1SCU12--(CORE TX)-118T Corner Unit (Component), 6-9/16Wx12-9/16Dx26-7/8H OPTION: (CORE TX):Textured Core Paints OPTION: 118T:PAINT- Bright White (Textured) Mark For (Line Level): Tag TG: DD1SCU12
24	20.00 Each	Knoll DE1DRISP--118 Duplex Circuit 1 - Single Pack OPTION: 118:PAINT- Bright White Mark For (Line Level): Tag TG: 1



Tax IDs  
52-1285474

25	20.00 Each	Knoll DE1DR2SP--118 Duplex Circuit 2 - Single Pack OPTION: 118:PAINT- Bright White Mark For (Line Level): Tag TG: 2
26	20.00 Each	Knoll DE1DR3SP--118 Duplex Circuit 3 - Single Pack OPTION: 118:PAINT- Bright White Mark For (Line Level): Tag TG: 3
27	20.00 Each	Knoll DE1DR4SP--118 Duplex Circuit 4 - Single Pack OPTION: 118:PAINT- Bright White Mark For (Line Level): Tag TG: 4
28	10.00 Each	Knoll DP1AR0772E--118T-TEMP Frameless Add Up Glass, Recessed, 7Hx72W, 1/4" glass OPTION: 118T:FRAME- Bright White (Textured) OPTION: TEMP:GLASS- Clear Tempered Mark For (Line Level): Tag TG: 7/72
29	80.00 Each	Knoll DP1SO1036--(TBA10) Fabric Tile, 10H, for 36W Panel OPTION: (TBA10):FABRIC- TBA (Gr10) Mark For (Line Level): Tag TG: F-10
30	2.00 Each	Knoll DP3PWS42 Panel/Screen Wall Starter, 42H Mark For (Line Level): Tag TG: WS42
31	4.00 Each	Knoll DP5PE42--118T Panel End Assembly, 42H, metal flat OPTION: 118T:PAINT- Bright White (Textured) Mark For (Line Level): Tag TG: 42
32	5.00 Each	Knoll DP5PEG42--118T Panel End Assembly, Recessed Glass Add Up, 42H, metal flat OPTION: 118T:PAINT- Bright White (Textured) Mark For (Line Level): Tag TG: 42



38	5.00 Each	Knoll DPGPSL427272--42-(L)-118--118 Gallery Screen, Shared T, 42H, 72W Plus Left Side, 72W Right Side OPTION: 42:ADJ PANEL- 42" High OPTION: (L):TOP- Laminate OPTION: 118:LAM- Bright White OPTION: --no grain direction option necessary OPTION: 118:EDGE- Bright White Mark For (Line Level): Tag TG: SL427272
39	46.00 Each	Knoll DS2POL24F----(CORE)-118T-(RANDOM) Mobile Pedestal without top, Series 2 steel front, Box/File, 22-3/4D, with lock, Series 2 pull OPTION: --Standard box drawer slides OPTION: (CORE):Core Paints OPTION: 118T:PAINT- Bright White (textured) OPTION: (RANDOM):LOCK- Randomly Keyed Mark For (Line Level): Tag TG: BF
40	40.00 Each	Knoll QH37636WDP1--(CORE)-118T Slatwall Tile, Top Position, 7H, for 36W Topway Panel OPTION: (CORE):Core Paints OPTION: 118T:PAINT- Bright White (Textured) Mark For (Line Level): Tag TG: 7/36
41	20.00 Each	Knoll 2ORCH-S-LT--BK Side Letter Tray Double, 13Wx9-1/2Dx7-3/4H OPTION: BK:FINISH- Black Mark For (Line Level): Tag TG: CHSLT
42	51.00 Each	Knoll COPE02--SV Copeland Light with Compact Arm OPTION: SV:FINISH- Silver Mark For (Line Level): Tag TG: COPE02
43	51.00 Each	Knoll COPE02BASE--SV Copeland Light Compact Base OPTION: SV:FINISH- Silver Mark For (Line Level): Tag TG: 2BASE



44	51.00 Each	Knoll OACPU2SLNG Adjustable Sling CPU Holder Mark For (Line Level): Tag TG: SLNG
45	51.00 Each	Knoll OAK27SLBK16 Adjustable Keyboard Support, 27" Integrated Platform, Short Easy-Lift Arm, 16" Track Length Mark For (Line Level): Tag TG: 27SLBK16
46	20.00 Each	Knoll ORCH-BDN--BK 2-Way Binder Bin, 4-3/4Wx12-1/4Dx8-1/4H OPTION: BK:FINISH- Black Mark For (Line Level): Tag TG: AEOBDNV
47	20.00 Each	Knoll ORCH-FS--BK File Sorter, 10-1/4Wx5-1/2Dx5-1/2H OPTION: BK:FINISH- Black Mark For (Line Level): Tag TG: AEOFS
48	20.00 Each	Knoll ORCH-PC--BK Pencil Cup, 5Wx3Dx4H OPTION: BK:FINISH- Black Mark For (Line Level): Tag TG: AEOPC
49	51.00 Each	Knoll SAPMADCLMPK--118-B Sapper Double Arm Kit, table clamp mount, 16" mast, movement joints, adjustment knob, cable management clips OPTION: 118:PAINT- Bright White OPTION: B:KNOB- Black Mark For (Line Level): Tag TG: DCLMP
50	51.00 Each	Knoll TMCMCLIPSS2 Cable Management Clips, set of 2 Mark For (Line Level): Tag TG: CLIPS(2)



51	43.00 Each	Knoll KHATB2CEA30GS--(46)-(3)-W k. stand Height Adjustable Table Base, C-Leg, Standard Electric, Adjustable Width Base, with glides, with standard switch (for use with 47W to 96W x 29D to 30D nominal top) OPTION: (46):For use with 46W Top OPTION: (3):Desk Height + 13 (42H) OPTION: W:PAINT- White Mark For (Line Level): Tag TG: KCES-30
52	2.00 Each	Knoll KHATB2CEA30GS--(70)-(3)-W k. stand Height Adjustable Table Base, C-Leg, Standard Electric, Adjustable Width Base, with glides, with standard switch (for use with 47W to 96W x 29D to 30D nominal top) OPTION: (70):For use with 70W Top OPTION: (3):Desk Height + 13 (42H) OPTION: W:PAINT- White Mark For (Line Level): Tag TG: KCES-30
53	42.00 Each	Knoll KHATTDR4629N--(CORE)-118-118 Dividends Worksurface, Rectangular, 46Wx29D, no grommet (for use with k. stand) OPTION: (CORE):Core Laminates OPTION: 118:LAM- Bright White OPTION: 118:EDGE- Bright White Mark For (Line Level): Tag TG: 4629
54	2.00 Each	Knoll KHATTDR7029N--(CORE)-118-118 Dividends Worksurface, Rectangular, 70Wx29D, no grommet (for use with k. stand) OPTION: (CORE):Core Laminates OPTION: 118:LAM- Bright White OPTION: 118:EDGE- Bright White Mark For (Line Level): Tag TG: 7029
55	1.00 Each	Knoll KHATRRR4729N--(V2)-002B-WOOD Reff Profiles Worksurface, Rectangular, 47Wx29D, no grommet (for use with k. stand) OPTION: (V2):TOP- V2 Natural Veneer/Premium Techwood OPTION: 002B:V2- Bronze Cherry / Medium Gloss / Closed Pore OPTION: WOOD:EDGE- Complementary Wood Mark For (Line Level): Tag TG: 4729



Tax IDs  
52-1285474

56.	1.00 Each	Knoll TBCEXAS23G--S-118 Tone Electric Extended Height Adjustable C-Leg Table Base with Adjustable Crossbar, Small 29-3/4W to 45-1/4W x 23D, extended foot, with glides (for use with 30W to 54W x 24D nominal top). OPTION: S:SWITCH- Standard. OPTION: 118:PAINT- Bright White (Smooth) Mark For (Line Level): Tag TG: BC-ESX
57	51.00 Each	Knoll TBPS24--118 Tone 24" Power Strip OPTION: 118:PAINT- Bright White (Smooth) Mark For (Line Level): Tag TG: TPS24
58	1.00 Each	Knoll TTDR4023N--(CORE)-118-118 Tone Dividends Horizon Table Top, Rectangular, 40W x 23D, no grommet OPTION: (CORE):Core Laminates OPTION: 118:LAM- Bright White OPTION: 118:EDGE- Bright White Mark For (Line Level): Tag TG: 4023
59	1.00 Each	Knoll AWM1584 Stiffener for Worksurface 68W, for 84" application Mark For (Line Level): Tag TG: AWM1584
60	5.00 Each	Knoll RDHPM68--(V2)-002B Partial/Half Height Modesty Panel, 68Wx12H OPTION: (V2):V2 Natural Veneer/Premium Techwood OPTION: 002B:V2- Bronze Cherry / Medium Gloss / Closed Pore Mark For (Line Level): Tag TG: PM68
61.	5.00 Each	Knoll REDTDF7830--G-111-(V2)-002B-WOOD Executive Desk Top for Height Adjustable Base, Flush Modesty, 78Wx30Dx1-1/2H OPTION: G:Flush Grommet OPTION: 111:GROM- Jet Black OPTION: (V2):TOP- V2 Natural Veneer/Premium Techwood OPTION: 002B:V2- Bronze Cherry / Medium Gloss / Closed Pore OPTION: WOOD:EDGE- Complementary Wood Mark For (Line Level): Tag TG: 7830



62	5.00 Each	<p>Knoll RHPLL--S-118</p> <p>Leg Set, Height Adjustable for Peninsula Top, Long 63" - 89" W</p> <p>OPTION: S:SWITCH- Standard</p> <p>OPTION: 118:PAINT- Bright White</p> <p>Mark For (Line Level): Tag TG: RHPLL</p>
63	5.00 Each	<p>Knoll RHPS30--(V2)-002B-(V2)-002B-111</p> <p>Leg Surround for Classic Height Adjustable Peninsula, 30D</p> <p>OPTION: (V2):TOP- V2 Natural Veneer/Premium Techwood</p> <p>OPTION: 002B:V2- Bronze Cherry / Medium Gloss / Closed Pore</p> <p>OPTION: (V2):CASE- V2 Natural Veneer/Premium Techwood</p> <p>OPTION: 002B:V2- Bronze Cherry / Medium Gloss / Closed Pore</p> <p>OPTION: 111:GROM- Jet Black</p> <p>Mark For (Line Level): Tag TG: 30</p>
64	6.00 Each	<p>Knoll RSD1082--F-111-(V2)-002B-WOOD</p> <p>Worksurface, Rectangular, 108Wx24Dx1-1/2H</p> <p>OPTION: F:Flush Grommet</p> <p>OPTION: 111:GROM- Jet Black</p> <p>OPTION: (V2):TOP- V2 Natural Veneer/Premium Techwood</p> <p>OPTION: 002B:V2- Bronze Cherry / Medium Gloss / Closed Pore</p> <p>OPTION: WOOD:EDGE- Complementary Wood</p> <p>Mark For (Line Level): Tag TG: 10824</p>
65	1.00 Each	<p>Knoll RSD902--F-111-(V2)-002B-WOOD</p> <p>Worksurface, Rectangular, 90Wx24Dx1-1/2H</p> <p>OPTION: F:Flush Grommet</p> <p>OPTION: 111:GROM- Jet Black</p> <p>OPTION: (V2):TOP- V2 Natural Veneer/Premium Techwood</p> <p>OPTION: 002B:V2- Bronze Cherry / Medium Gloss / Closed Pore</p> <p>OPTION: WOOD:EDGE- Complementary Wood</p> <p>Mark For (Line Level): Tag TG: 9024</p>
66	14.00 Each	<p>Knoll RSDHL24--(V2)-002B</p> <p>L-Base, 24Wx28-3/8Hx12D, for 28-3/8" planning</p> <p>OPTION: (V2):V2 Natural Veneer/Premium Techwood</p> <p>OPTION: 002B:V2- Bronze Cherry / Medium Gloss / Closed Pore</p> <p>Mark For (Line Level): Tag TG: LB24</p>



67	6.00 Each	Knoll RSDHT1--(V2)-002B T-Base, 20Wx28-3/8Hx12D, for 28-3/8" planning OPTION: (V2):V2 Natural Veneer/Premium Techwood OPTION: 002B:V2- Bronze Cherry / Medium Gloss / Closed Pore Mark For (Line Level): Tag TG: RSDHT1
68	5.00 Each	Knoll RTPNM84H1--111-(FABRIC)-(TBA10) Task Panel, monolithic, no tool rail, 84W, H1 height OPTION: 111:TRIM- Jet Black OPTION: (FABRIC):INSERT- Fabric OPTION: (TBA10):FABRIC- TBA (Gr10) Mark For (Line Level): Tag TG: TPM84H1
69	1.00 Each	Knoll RTPNM84H1--118-(FABRIC)-(TBA10) Task Panel, monolithic, no tool rail, 84W, H1 height OPTION: 118:TRIM- Bright White OPTION: (FABRIC):INSERT- Fabric OPTION: (TBA10):FABRIC- TBA (Gr10) Mark For (Line Level): Tag TG: TPM84H1
70	1.00 Each	Knoll RDHPM66 SPECIAL--(V2)-002B Partial/Half Height Modesty Panel, 62Wx12H OPTION: (V2):V2 Natural Veneer/Premium Techwood OPTION: 002B:V2- Bronze Cherry / Medium Gloss / Closed Pore Mark For (Line Level): Tag TG: PM66
71	80.00 Each	MOI DESIGN INTERNAL Service MOI Design - (51) Seats

Bundle 1 - Ancillary(R1)

Line	Quantity	Description
1	87.00 Each	Knoll KTHP4SXHC--BL-USF-K202613 k. task chair, high performance arms, aluminum base, standard cylinder, no lumbar, hard casters OPTION: BL:MESH BACK- Black OPTION: USF:SEAT- Ultra Seat Foam OPTION: K202613:SEAT FINISH- Delite, Onyx Mark For (Line Level): Tag L1: CH01
2	19.00 Each	Knoll 420C-C-U---(UNDTYP) Harry Bertoia Side Chair, full cover, polished chrome frame OPTION: --:OPT- Standard OPTION: (UNDTYP):*** Undecided Textile Type *** Mark For (Line Level): Tag L1: CH02
3	5.00 Each	Knoll 67HHP4SXHC--DK-01-XOB01-USF---(UNDTX)-(UNDTX) Remix high back chair, high performance arms, polished aluminum base, standard cylinder, no lumbar, hard casters, knockdown OPTION: DK:FINISH- Dark OPTION: 01:STRAP- Storm OPTION: XOB01:OUTER BACK- Storm OPTION: USF:SEAT- Ultra Seat Foam OPTION: --:Standard Textile or Leather OPTION: (UNDTX):*** Undecided Textile *** OPTION: (UNDTX):*** Undecided Textile *** Mark For (Line Level): Tag L1: CH05
4	22.00 Each	Knoll 2SCSXHC--2-ON---(UNDTX) MultiGeneration by Knoll stacking chair, armless, hard casters OPTION: 2:FRAME- Black OPTION: ON:SHELL- Onyx OPTION: --:Standard Textile OPTION: (UNDTX):*** Undecided Textile *** Mark For (Line Level): Tag L1: CH06
5	1.00 Each	Knoll R2P301L--(L)-(CORE) Pedestal with Hinged Door, 30Wx19Dx28-3/8H, Stepped Base, for 28-3/8" planning OPTION: (L):CASE- Laminate OPTION: (CORE):Core Laminates Mark For (Line Level): Tag L1: CR03
6	2.00 Each	Knoll RPDHB30--(L)-(CORE) Pedestal Back, 30Wx28-3/8H, for 28-3/8" planning OPTION: (L):Laminate OPTION: (CORE):Core Laminates Mark For (Line Level): Tag L1: CR03



7	1.00 Each	Knoll RSD601--N--(L)-(CORE) Worksurface, Rectangular, 60Wx20Dx1-1/2H OPTION: N:No Grommet OPTION: --:No grommet finish necessary OPTION: (L):TOP- Laminate OPTION: (CORE):Core Laminates Mark For (Line Level): Tag L1: CR03
8	1.00 Each	Knoll UPBT202040 Tall Wood Storage, 20Wx20Dx40H Mark For (Line Level): Tag L1: LCT01
9	1.00 Each	Knoll 751---(UNDTYP) Ludwig Mies Van der Rohe Krefeld Lounge Chair, 32Wx27Dx30H OPTION: --:OPT- Standard OPTION: (UNDTYP):*** Undecided Textile Type *** Mark For (Line Level): Tag L1: LG01
10	1.00 Each	Knoll 752---(UNDTYP) Ludwig Mies Van der Rohe Krefeld Settee, 57Wx27Dx30H OPTION: --:OPT- Standard OPTION: (UNDTYP):*** Undecided Textile Type *** Mark For (Line Level): Tag L1: SF01
11	4.00 Each	Knoll 428N Harry Bertola Molded Shell Barstool Mark For (Line Level): Tag L1: ST01
12	4.00 Each	Knoll YKTS6024SDLNL Simple Table Rectangular Top 60Wx24D, Desk Height with Adjustable Glides, low range, no grommet, laminate Mark For (Line Level): Tag L1: TB01
13	2.00 Each	Knoll 160TR--F2-2 Eero Saarinen Small Round Side Table, intermediate height, 16-1/4Wx20H OPTION: F2:LAMINATE- White OPTION: 2:BASE- White Mark For (Line Level): Tag L1: TB02



14	1.00 Each	DATESWEISER 02R42X72V Highline Conference Table, Rectangular 42Wx72L, Veneer Top Mark For (Line Level): Tag L1: TB03
15	1.00 Each	Knoll 160TR--F2-2 Eero Saarinen Small Round Side Table, intermediate height, 16-1/4Wx20H OPTION: F2:LAMINATE- White OPTION: 2:BASE- White Mark For (Line Level): Tag L1: TB06
16	10.00 Each	Knoll KFXW6024C Pixel Rectangular 4-Leg Table, 60Wx24Dx28.75H, Work Height, Fixed Top, with Casters Mark For (Line Level): Tag L1: TB07
17	2.00 Each	Knoll KFXW4824C Pixel Rectangular 4-Leg Table, 48Wx24Dx28.75H, Work Height, Fixed Top, with Casters Mark For (Line Level): Tag L1: TB07A
18	1.00 Each	Knoll YKTS6024SDLNL Simple Table Rectangular Top 60Wx24D, Desk Height with Adjustable Glides, low range, no grommet, laminate Mark For (Line Level): Tag L1: TB08
19	2.00 Each	Knoll RPDHB36--(L)-(CORE) Pedestal Back, 36Wx28-3/8H, for 28-3/8" planning OPTION: (L):Laminate OPTION: (CORE):Core Laminates Mark For (Line Level): Tag L1: TB09
20	2.00 Each	Knoll RSD361--N--(L)-(CORE) Worksurface, Rectangular, 36Wx20Dx1-1/2H OPTION: N:No Grommet OPTION: ~:No grommet finish necessary OPTION: (L):TOP- Laminate OPTION: (CORE):Core Laminates Mark For (Line Level): Tag L1:TB09



- |    |              |  |
|----|--------------|--|
| 21 | 2.00<br>Each | Knoll<br>R2P361L--(L)-(CORE)<br>Pedestal with Hinged Door, 36Wx19Dx28-3/8H, Stepped Base, for<br>28-3/8" planning<br>OPTION: (L):CASE- Laminate.<br>OPTION: (CORE):Core Laminates<br>Mark For (Line Level): Tag L1: TB09 |
| 22 | 1.00<br>Each | Knoll<br>YKTS6030SDLNL<br>Simple Table Rectangular Top 60Wx30D, Desk Height with<br>Adjustable Glides, low range, no grommet, laminate<br>Mark For (Line Level): Tag L1: TB10  |

Line	Quantity	Description
1	4.00 Each	Knoll YPSB3242F--(TBA10)-(TBA10)-118T-118T Desk Screen, for 42" high horizon, full modesty, 42W 1-1/4D 32H, fabric OPTION: (TBA10):INSIDE- TBA (Gr10) OPTION: (TBA10):OUTSIDE- TBA (Gr10) OPTION: 118T:FRAME- Bright White (Textured) OPTION: 118T:BRACKET- Bright White (Textured) Mark For (Line Level): Tag TG: S3242F
2	4.00 Each	Knoll YPSB3254F--(TBA10)-(TBA10)-118T-118T Desk Screen, for 42" high horizon, full modesty, 54W 1-1/4D 32H, fabric OPTION: (TBA10):INSIDE- TBA (Gr10) OPTION: (TBA10):OUTSIDE- TBA (Gr10) OPTION: 118T:FRAME- Bright White (Textured) OPTION: 118T:BRACKET- Bright White (Textured) Mark For (Line Level): Tag TG: S3254F
3	2.00 Each	Knoll QAS106808--(TBAA) Cushion for Reff Mobile Pedestal, for non-J-pull, 16Wx19Dx1 OPTION: (TBAA):FABRIC- TBA (A)
4	6.00 Each	Knoll AS1DPAD---(TBAA) Cushion, 24D OPTION: ~:UPH- Standard OPTION: (TBAA):FABRIC- TBA (A) Mark For (Line Level): Tag TG: AS1DPAD
5	4.00 Each	Knoll D1R9630G--(CORE)-118-(CORE)-118 Worksurface, Rectangular, 96Wx30D, with grommet OPTION: (CORE):Core Laminates OPTION: 118:LAM- Bright White OPTION: (CORE):Core Edgebands OPTION: 118:EDGE- Bright White Mark For (Line Level): Tag TG: 9630
6	2.00 Each	Knoll DB1C18L--NA Cantilever Bracket, Left, 18"D, Single Pack OPTION: NA:PAINT- Black Mark For (Line Level): Tag TG: DB1C18L
7	2.00 Each	Knoll DB1C18R--NA Cantilever Bracket, Right, 18"D, Single Pack OPTION: NA:PAINT- Black Mark For (Line Level): Tag TG: DB1C18R
8	2.00 Each	Knoll DB1C30L--NA Cantilever Bracket, Left, 30"D, Single Pack OPTION: NA:PAINT- Black Mark For (Line Level): Tag TG: DB1C30L
9	2.00 Each	Knoll DB1C30R--NA Cantilever Bracket, Right, 30"D, Single Pack OPTION: NA:PAINT- Black Mark For (Line Level): Tag TG: DB1C30R
10	2.00 Each	Knoll DB1LSP30L--118T Open Leg Support, 30D, Left Hand, Panel Attachment OPTION: 118T:PAINT- Bright White (Textured) Mark For (Line Level): Tag TG: 30L



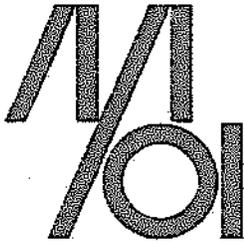
11	2.00 Each	Knoll DB1LSP30R--118T Open Leg Support, 30D, Right Hand, Panel Attachment OPTION: 118T:PAINT- Bright White (Textured) Mark For (Line Level); Tag TG: 30R
12	4.00 Each	Knoll DE12VBPM482 Beltway Power Module, 2 Side, 48W, 250V Mark For (Line Level); Tag TG: 2VBPM482
13	4.00 Each	Knoll DE1DR12VSP--118 Duplex Circuit 1 - Single Pack OPTION: 118:PAINT- Bright White Mark For (Line Level); Tag TG: 1
14	4.00 Each	Knoll DE1DR22VSP--118 Duplex Circuit 2 - Single Pack OPTION: 118:PAINT- Bright White Mark For (Line Level); Tag TG: 2
15	4.00 Each	Knoll DE1DR32VSP--118 Duplex Circuit 3 - Single Pack OPTION: 118:PAINT- Bright White Mark For (Line Level); Tag TG: 3
16	4.00 Each	Knoll DE1DR42VSP--118 Duplex Circuit 4 - Single Pack OPTION: 118:PAINT- Bright White Mark For (Line Level); Tag TG: 4
17	2.00 Each	Knoll DE22VBPCNP Beltway Power Connector, 250V, 17" no post Mark For (Line Level); Tag TG: 2VPC17
18	2.00 Each	Knoll DP1AR0796E--118T-TEMP Frameless Add Up Glass, Recessed, 7Hx96W, 1/4" glass OPTION: 118T:FRAME- Bright White (Textured) OPTION: TEMP:GLASS- Clear Tempered Mark For (Line Level); Tag TG: 7/96



19	16.00 Each	Knoll DP1SO1048--(TBA10) Fabric Tile, 10H, for 48W Panel OPTION: (TBA10);FABRIC- TBA (Gr10) Mark For (Line Level): Tag TG: F-10	21.46	343.36
20	4.00 Each	Knoll DP5PEG42--118T Panel End Assembly, Recessed Glass Add Up, 42H, metal flat. OPTION: 118T:PAINT- Bright White (Textured) Mark For (Line Level): Tag TG: 42	14.25	57.00
21	16.00 Each	Knoll DP8BC48K--(CORE)-118T Beltway Cover + Tile Support for 48W Panels, smooth OPTION: (CORE):Core Paints OPTION: 118T:BELT- Bright White (Textured) Mark For (Line Level): Tag TG: BWC	42.00	672.00
22	4.00 Each	Knoll DP8CRR4248--3-NA-K-(CORE)-118T Build-to-Spec Panel Frame, Topway, Fabric to Raceway Side 1 & 2, 42Hx48W OPTION: 3:TOPCAP- None OPTION: NA:no finish required OPTION: KRACE- with Knockouts OPTION: (CORE):Core Paints OPTION: 118T:RACE- Bright White (Textured) Mark For (Line Level): Tag TG: 42/48	68.27	273.08
23	2.00 Each	Knoll DP8PPC Panel to Panel Connector, In Line, 10 Pack Mark For (Line Level): Tag TG: PPC	4.07	8.14
24	6.00 Each	Knoll DS2POL24F---(CORE)-118T-(RANDOM) Mobile Pedestal without top, Series 2 steel front, Box/File, 22-3/4D, with lock, Series 2 pull OPTION: --:Standard box drawer slides OPTION: (CORE):Core Paints OPTION: 118T:PAINT- Bright White (textured) OPTION: (RANDOM):LOCK- Randomly Keyed Mark For (Line Level): Tag TG: BF	144.12	864.72



25	4.00 Each	Knoll 2ORCH-S-LT--BK Side Letter Tray Double, 13Wx9-1/2Dx7-3/4H OPTION: BK:FINISH- Black Mark For (Line Level): Tag TG: CHSLT
26	8.00 Each	Knoll COPE02--SV Copeland Light with Compact Arm OPTION: SV:FINISH- Silver Mark For (Line Level): Tag TG: COPE02
27	8.00 Each	Knoll COPE02BASE--SV Copeland Light Compact Base OPTION: SV:FINISH- Silver Mark For (Line Level): Tag TG: 2BASE
28	8.00 Each	Knoll OACPU2SLNG Adjustable Sling CPU Holder Mark For (Line Level): Tag TG: SLNG
29	8.00 Each	Knoll OAK27SLBK16 Adjustable Keyboard Support, 27" Integrated Platform, Short Easy Lift Arm, 16" Track Length Mark For (Line Level): Tag TG: 27SLBK16
30	4.00 Each	Knoll ORCH-BDN--BK 2-Way Binder Bin, 4-3/4Wx12-1/4Dx8-1/4H OPTION: BK:FINISH- Black Mark For (Line Level): Tag TG: AEOBDNV
31	4.00 Each	Knoll ORCH-FS--BK File Sorter, 10-1/4Wx5-1/2Dx5-1/2H OPTION: BK:FINISH- Black Mark For (Line Level): Tag TG: AEOFS
32	4.00 Each	Knoll ORCH-PC--BK Pencil Cup, 5Wx3Dx4H OPTION: BK:FINISH- Black Mark For (Line Level): Tag TG: AEOPC



33	8.00 Each	Knoll SAPMADCLMPK--118-B Sapper Double Arm Kit, table clamp mount, 16" mast, movement joints, adjustment knob, cable management clips OPTION: 118:PAINT- Bright White OPTION: B:KNOB- Black Mark For (Line Level): Tag TG: DCLMP
34	8.00 Each	Knoll SAPMASCLMPK--118-B Sapper Single Arm Kit, table clamp mount, 16" mast, movement joints, adjustment knob, cable management clips OPTION: 118:PAINT- Bright White OPTION: B:KNOB- Black Mark For (Line Level): Tag TG: SCLMP
35	8.00 Each	Knoll TMCMLIPSS2 Cable Management Clips, set of 2 Mark For (Line Level): Tag TG: CLIPS(2)
36	2.00 Each	Knoll WC2260B30O30LN--118-118-118-T-118 Credenza 22H 60W 20D, Box/File 30 - Open 30, laminate, non-locking OPTION: 118:CASE- Bright White OPTION: 118:FRONT- Bright White OPTION: 118:TOP- Bright White OPTION: T:PULL STYLE- 10" Finger OPTION: 118:PULL- Bright White (smooth) Mark For (Line Level): Tag TG: C6020-BF30/O30
37	2.00 Each	Knoll WC2260O30B30LN--118-118-118-T-118 Credenza 22H 60W 20D, Open 30 - Box/File 30, laminate, non-locking OPTION: 118:CASE- Bright White OPTION: 118:FRONT- Bright White OPTION: 118:TOP- Bright White OPTION: T:PULL STYLE- 10" Finger OPTION: 118:PULL- Bright White (smooth) Mark For (Line Level): Tag TG: C6020-O30/BF30
38	4.00 Each	Knoll WCWKT01 Counterweight Kit 01 Mark For (Line Level): Tag TG: CWKT01



39	2.00 Each	Knoll WLW421220FDLHLN--118-118-118-T-118 Workstation Locker 42H 12W 20D, Full Height Door, Left Hand, laminate, non-locking OPTION: 118:CASE- Bright White OPTION: 118:FRONT- Bright White OPTION: 118:TOP- Bright White OPTION: T:PULL STYLE- 10" Finger OPTION: 118:PULL- Bright White (smooth) Mark For (Line Level): Tag TG: 42/FD
40	2.00 Each	Knoll WLW421220FDRHLN--118-118-118-T-118 Workstation Locker 42H 12W 20D, Full Height Door, Right Hand, laminate, non-locking OPTION: 118:CASE- Bright White OPTION: 118:FRONT- Bright White OPTION: 118:TOP- Bright White OPTION: T:PULL STYLE- 10" Finger OPTION: 118:PULL- Bright White (smooth) Mark For (Line Level): Tag TG: 42/FD
41	4.00 Each	Knoll KHATB2CEA30GS--(46)-(3)-W k. stand Height Adjustable Table Base, C-Leg, Standard Electric, Adjustable Width Base, with glides, with standard switch (for use with 47W to 96W x 29D to 30D nominal top) OPTION: (46):For use with 46W Top OPTION: (3):Desk Height + 13 (42H) OPTION: W:PAINT- White Mark For (Line Level): Tag TG: KCES-30
42	4.00 Each	Knoll KHATB2CEA30GS--(58)-(3)-W k. stand Height Adjustable Table Base, C-Leg, Standard Electric, Adjustable Width Base, with glides, with standard switch (for use with 47W to 96W x 29D to 30D nominal top) OPTION: (58):For use with 58W Top OPTION: (3):Desk Height + 13 (42H) OPTION: W:PAINT- White Mark For (Line Level): Tag TG: KCES-30



43	4.00 Each	Knoll KHATTDR5829N--(CORE)-118-118 Dividends Worksurface, Rectangular, 58Wx29D, no grommet (for use with k. stand) OPTION: (CORE):Core Laminates OPTION: 118:LAM- Bright White OPTION: 118:EDGE- Bright White Mark For (Line Level): Tag TG: 5829
44	4.00 Each	Knoll KHATRR4729N--(V2)-002B-WOOD Reff Profiles Worksurface, Rectangular, 47Wx29D, no grommet (for use with k. stand) OPTION: (V2):TOP- V2 Natural Veneer/Premium Techwood OPTION: 002B:V2- Bronze Cherry / Medium Gloss / Closed Pore OPTION: WOOD:EDGE- Complementary Wood Mark For (Line Level): Tag TG: 4729
45	8.00 Each	Knoll TBPS24--118 Tone 24" Power Strip OPTION: 118:PAINT- Bright White (Smooth) Mark For (Line Level): Tag TG: TPS24
46	4.00 Each	Knoll BW1CSB--118 Credenza Spacer OPTION: 118:PAINT- Bright White Mark For (Line Level): Tag TG: SCB
47	2.00 Each	Knoll AWM1S60 Stiffener for Worksurface 44W, for 60" application Mark For (Line Level): Tag TG: AWM1S60
48	2.00 Each	Knoll AWM1S84 Stiffener for Worksurface 68W, for 84" application Mark For (Line Level): Tag TG: AWM1S84
49	2.00 Each	Knoll RAGSL30--(V2)-002B Gable Support for Desk; Left; 2Wx30Dx42H OPTION: (V2):FIN- V2 Natural Veneer/Premium Techwood OPTION: 002B:V2- Bronze Cherry / Medium Gloss / Closed Pore Mark For (Line Level): Tag TG: L30



50	2.00 Each	Knoll RAGSR30--(V2)-002B Gable Support for Desk, Right, 2Wx30Dx42H OPTION: (V2):FIN- V2 Natural Veneer/Premium Techwood OPTION: 002B:V2- Bronze Cherry / Medium Gloss / Closed Pore Mark For (Line Level): Tag TG: R30
51	2.00 Each	Knoll RASW7230--(V2)-002B-WOOD-(V2)-002B Desk Single Wide Unit with Worksurface and Modesty, 72Wx30Dx42H OPTION: (V2):TOP- V2 Natural Veneer/Premium Techwood OPTION: 002B:V2- Bronze Cherry / Medium Gloss / Closed Pore OPTION: WOOD:EDGE- Complementary Wood OPTION: (V2):MOD- V2 Natural Veneer/Premium Techwood OPTION: 002B:V2- Bronze Cherry / Medium Gloss / Closed Pore Mark For (Line Level): Tag TG: 7230
52	2.00 Each	Knoll RATTDS72--(V2)-002B-WOOD Transaction Top, Front Single, 72Wx10Dx1-1/2H OPTION: (V2):FIN- V2 Natural Veneer/Premium Techwood OPTION: 002B:V2- Bronze Cherry / Medium Gloss / Closed Pore OPTION: WOOD:EDGE- Complementary Wood Mark For (Line Level): Tag TG: 72
53	2.00 Each	Knoll RBF Top to Top Bracket (2) Mark For (Line Level): Tag TG: RBF
54	2.00 Each	Knoll RM111J--(V2)-002B-(V2)-002B-M-F-111-L-B-(RANDOM) Mobile Pedestal, Box/File, 16Wx19Dx21H OPTION: (V2):CASE- V2 Natural Veneer/Premium Techwood OPTION: 002B:V2- Bronze Cherry / Medium Gloss / Closed Pore OPTION: (V2):FRONT- V2 Natural Veneer/Premium Techwood Finish OPTION: 002B:V2- Bronze Cherry / Medium Gloss / Closed Pore OPTION: M:INT- Metal OPTION: F:Bar Pull OPTION: 111:PULL- Jet Black OPTION: L:Lock Hole Drilled OPTION: B:Black lock OPTION: (RANDOM):LOCK- Randomly Keyed Mark For (Line Level): Tag TG: BF



55	2.00 Each	Knoll RP162J--(V2)-002B-(V2)-002B-M-F-111-L-B-(RANDOM) Pedestal, Box/Box/File, 16Wx23Dx28-3/8H, Flush Base, for 28-3/8" planning OPTION: (V2):CASE- V2 Natural Veneer/Premium Techwood OPTION: 002B:V2- Bronze Cherry / Medium Gloss / Closed Pore OPTION: (V2):FRONT- V2 Natural Veneer/Premium Techwood Finish OPTION: 002B:V2- Bronze Cherry / Medium Gloss / Closed Pore OPTION: M:INT- Metal OPTION: F:Bar Pull OPTION: 111:PULL- Jet Black OPTION: L:Lock Hole Drilled OPTION: B:Black lock OPTION: (RANDOM):LOCK- Randomly Keyed Mark For (Line Level): Tag TG: BBF
56	2.00 Each	Knoll RSD602--F-111-(V2)-002B-WOOD Worksurface, Rectangular, 60Wx24Dx1-1/2H OPTION: F:Flush Grommet OPTION: 111:GROM- Jet Black OPTION: (V2):TOP- V2 Natural Veneer/Premium Techwood OPTION: 002B:V2- Bronze Cherry / Medium Gloss / Closed Pore OPTION: WOOD:EDGE- Complementary Wood Mark For (Line Level): Tag TG: 6024
57	4.00 Each	Knoll RSD962--F-111-(V2)-002B-WOOD Worksurface, Rectangular, 96Wx24Dx1-1/2H OPTION: F:Flush Grommet OPTION: 111:GROM- Jet Black OPTION: (V2):TOP- V2 Natural Veneer/Premium Techwood OPTION: 002B:V2- Bronze Cherry / Medium Gloss / Closed Pore OPTION: WOOD:EDGE- Complementary Wood Mark For (Line Level): Tag TG: 9624
58	2.00 Each	Knoll RSDHL12--(V2)-002B L-Base, 12Wx28-3/8Hx12D, for 28-3/8" planning OPTION: (V2):V2 Natural Veneer/Premium Techwood OPTION: 002B:V2- Bronze Cherry / Medium Gloss / Closed Pore Mark For (Line Level): Tag TG: LB12



59	8.00 Each	Knoll RSDHL24--(V2)-002B L-Base, 24Wx28-3/8Hx12D, for 28-3/8" planning OPTION: (V2):V2 Natural Veneer/Premium Techwood OPTION: 002B;V2- Bronze Cherry / Medium Gloss / Closed Pore Mark For (Line Level): Tag TG: LB24
60	2.00 Each	Knoll RSDHT1--(V2)-002B T-Base, 20Wx28-3/8Hx12D, for 28-3/8" planning OPTION: (V2):V2 Natural Veneer/Premium Techwood OPTION: 002B;V2- Bronze Cherry / Medium Gloss / Closed Pore Mark For (Line Level): Tag TG: RSDHT1
61	4.00 Each	Knoll RTPNM96H1--118-(FABRIC)-(TBA10) Task Panel, monolithic, no tool rail, 96W, H1 height OPTION: 118:TRIM- Bright White OPTION: (FABRIC)INSERT- Fabric OPTION: (TBA10):FABRIC- TBA (Gr10) Mark For (Line Level): Tag TG: TPM96H1
62	8.00 Each	Knoll QH37637WDP1--(CORE)-118T Slatwall Tile, Top Position, 7H, for 48W Topway Panel OPTION: (CORE):Core Paints OPTION: 118T:PAINT- Bright White (Textured) Mark For (Line Level): Tag TG: 7/48
63	20.00 Each	MOI DESIGN INTERNAL Service MOI Design (8) Seats

~~XXXXXXXXXX~~-Bundle 2 - Ancillary(R2)

Line	Quantity	Description
1	2.00 Each	Knoll R2C531DHB--(V2) Bookcase, Open with 2 Shelves, 53Hx30Wx15D, Stepped Base, for 28-3/8" planning OPTION: (V2):SURF- V2 Natural Veneer/Premium Techwood Mark For (Line Level): Tag L1: BC01
2	8.00 Each	Knoll KTHP4SXHC--BL-USF-K202613 k. task chair, high performance arms, aluminum base, standard cylinder, no lumbar, hard casters OPTION: BLMESH BACK- Black OPTION: USF:SEAT- Ultra Seat Foam OPTION: K202613:SEAT FINISH- Delite. Onyx Mark For (Line Level): Tag L1: CH01
3	11.00 Each	Knoll 420C-C-U---(UNDTYP) Harry Bertoia Side Chair, full cover, polished chrome frame OPTION: --OPT- Standard OPTION: (UNDTYP):*** Undecided Textile Type *** Mark For (Line Level): Tag L1: CH02
4	8.00 Each	Knoll 67HHP4SXHC--DK-01-XOB01-USF---(UNDTYP)-(UNDTYP) Remix high back chair, high performance arms, polished aluminum base, standard cylinder, no lumbar, hard casters, knockdown OPTION: DK:FINISH- Dark OPTION: 01:STRAP- Storm OPTION: XOB01:OUTER BACK- Storm OPTION: USF:SEAT- Ultra Seat Foam OPTION: --Standard Textile or Leather OPTION: (UNDTYP):*** Undecided Textile *** OPTION: (UNDTYP):*** Undecided Textile *** Mark For (Line Level): Tag L1: CH05
5	2.00 Each	Knoll R2P301L--(V2) Pedestal with Hinged Door, 30Wx19Dx28-3/8H, Stepped Base, for 28-3/8" planning OPTION: (V2):CASE- V2 Natural Veneer/Premium Techwood Mark For (Line Level): Tag L1: CR01
6	2.00 Each	Knoll RPDHB30--(V2) Pedestal Back, 30Wx28-3/8H, for 28-3/8" planning OPTION: (V2):V2 Natural Veneer/Premium Techwood Mark For (Line Level): Tag L1: CR01
7	1.00 Each	Knoll RSD601--(V2) Worksurface, Rectangular, 60Wx20Dx1-1/2H OPTION: (V2):TOP- V2 Natural Veneer/Premium Techwood Mark For (Line Level): Tag L1: CR01



8	2.00 Each	Knoll R2P3011--(V2) Pedestal with Hinged Door, 30Wx19Dx28-3/8H, Stepped Base, for 28-3/8" planning OPTION: (V2):CASE- V2 Natural Veneer/Premium Techwood Mark For (Line Level): Tag L1: CR02
9	2.00 Each	Knoll RPDHB30--(V2) Pedestal Back, 30Wx28-3/8H, for 28-3/8" planning OPTION: (V2):V2 Natural Veneer/Premium Techwood Mark For (Line Level): Tag L1: CR02
10	1.00 Each	Knoll RSD601--(V2) Worksurface, Rectangular, 60Wx20Dx1-1/2H OPTION: (V2):TOP- V2 Natural Veneer/Premium Techwood Mark For (Line Level): Tag L1: CR02
11	2.00 Each	Knoll 67258--(MTO)-(REMIX) Outline Chair with Polished Aluminum Base, Textile in Remix 2 Color OPTION: (MTO):Made-To-Order (MTO) OPTION: (REMIX):TEXTILE- Remix 2 (MTO) Mark For (Line Level): Tag L1: LG02
12	1.00 Each	Knoll 67228--(MTO)-(REMIX) Outline Sofa/3-Seater with Polished Aluminum Base, Textile in Remix 2 Color OPTION: (MTO):Made-To-Order (MTO) OPTION: (REMIX):TEXTILE- Remix 2 (MTO) Mark For (Line Level): Tag L1: SF02
13	1.00 Each	Knoll ILTRLSX84424H Conference Table, Rectilinear with Square Corners, Square Edge, XBase, 84Wx42Dx29H, Horizontal Grain Mark For (Line Level): Tag L1: TB04
14	1.00 Each	Knoll 2511T--C- Florence Knoll Rectangular Coffee Table, 45Wx22-1/2Dx17H OPTION: C:FINISH- Polished Chrome OPTION: V:VENEER- Mark For (Line Level): Tag L1: TB05

## SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018) and (DEVIATION 2017-02) (JUNE 2017, is incorporated by reference (see SF-1449, Block 27A)

### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (NOV 2020)

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

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

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

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(6) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 ( [19 U.S.C. 3805 note](#))).

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

— (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUNE 2020), with *Alternate I* (OCT 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

— (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (JUN 2020) ([41 U.S.C. 3509](#))).

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

x\_ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ( [31 U.S.C. 6101 note](#)).

\_\_ (5) [Reserved].

\_\_ (6) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

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

\_x\_ (8) [52.209-6](#), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) ([31 U.S.C. 6101 note](#)).

\_\_ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).

\_\_ (10) [Reserved].

\_\_ (11) (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) ([15 U.S.C. 657a](#)).

\_\_ (ii) Alternate I (MAR 2020) of [52.219-3](#).

\_\_ (12) (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

\_\_ (ii) Alternate I (MAR 2020) of [52.219-4](#).

\_\_ (13) [Reserved]

\_\_ (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (NOV 2020) ([15 U.S.C. 644](#)).

\_\_ (ii) Alternate I (MAR 2020) of [52.219-6](#).

\_\_ (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (NOV 2020) ([15 U.S.C. 644](#)).

\_\_ (ii) Alternate I (MAR 2020) of [52.219-7](#).

\_\_ (16) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

\_\_ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (JUN 2020) ([15 U.S.C. 637\(d\)\(4\)](#)).

\_\_ (ii) Alternate I (NOV 2016) of [52.219-9](#).

\_\_ (iii) Alternate II (NOV 2016) of [52.219-9](#).

- \_\_\_ (iv) Alternate III (JUN 2020) of [52.219-9](#).
- \_\_\_ (v) Alternate IV (JUN 2020) of [52.219-9](#)
- \_\_\_ (18) (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- \_\_\_ (ii) Alternate I (MAR 2020) of [52.219-13](#).
- \_\_\_ (19) [52.219-14](#), Limitations on Subcontracting (MAR 2020) ([15 U.S.C. 637\(a\)\(14\)](#)).
- \_\_\_ (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (JAN 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- \_\_\_ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) ([15 U.S.C. 657f](#)).
- \_\_\_ (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (NOV 2020) ([15 U.S.C. 632\(a\)\(2\)](#)).
- \_\_\_ (ii) Alternate I (MAR 2020) of [52.219-28](#).
- \_\_\_ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (MAR 2020) ([15 U.S.C. 637\(m\)](#)).
- \_\_\_ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar2020) ([15 U.S.C. 637\(m\)](#)).
- \_\_\_ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- \_\_\_ (26) [52.219-33](#), Nonmanufacturer Rule (MAR 2020) ([15U.S.C. 637\(a\)\(17\)](#)).
- \_\_\_ (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
- \_\_\_ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (JAN2020) (E.O.13126).
- \_\_\_ (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- \_\_\_ (30) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).
- \_\_\_ (ii) Alternate I (FEB 1999) of [52.222-26](#).
- \_\_\_ (31) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- \_\_\_ (ii) Alternate I (JUL 2014) of [52.222-35](#).
- \_\_\_ (32)
- (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).
- \_\_\_ (ii) Alternate I (JUL 2014) of [52.222-36](#).

- \_x\_ (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- \_\_ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- \_x\_ (35) (i) [52.222-50](#), Combating Trafficking in Persons (OCT 2020) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- \_\_ (ii) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- \_\_ (36) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- \_\_ (37) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA– Designated Items (May 2008) ( [42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_ (ii) Alternate I (MAY 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- \_\_ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- \_\_ (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- \_\_ (ii) Alternate I (OCT 2015) of [52.223-13](#).
- \_\_ (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- \_\_ (ii) Alternate I (Jun2014) of [52.223-14](#).
- \_\_ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)).
- \_\_ (43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- \_\_ (ii) Alternate I (JUN 2014) of [52.223-16](#).
- \_x\_ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- \_\_ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).

- \_\_\_ (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).
- \_\_\_ (47) (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).  
\_\_\_ (ii) Alternate I (JAN 2017) of [52.224-3](#).
- \_\_\_ (48) [52.225-1](#), Buy American-Supplies (May 2014) ([41 U.S.C. chapter 83](#)).
- \_\_\_ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).  
\_\_\_ (ii) Alternate I (MAY 2014) of [52.225-3](#).  
\_\_\_ (iii) Alternate II (MAY 2014) of [52.225-3](#).  
\_\_\_ (iv) Alternate III (MAY 2014) of [52.225-3](#).
- \_\_\_ (50) [52.225-5](#), Trade Agreements (OCT 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- \_\_x\_ (51) [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).
- \_\_\_ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302](#)Note).
- \_\_\_ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov2007) ([42 U.S.C. 5150](#)).
- \_\_\_ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).
- \_\_\_ (55) [52.229-12](#), Tax on Certain Foreign Procurements (JUN 2020).
- \_\_\_x (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (FEB 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- \_\_\_ (57) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- \_\_\_ (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ([31 U.S.C. 3332](#)).
- \_\_\_ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- \_\_\_ (60) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).

\_\_\_ (61) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).

\_\_\_ (62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

\_\_\_ (63) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

\_\_\_ (ii) Alternate I (APR 2003) of [52.247-64](#).

\_\_\_ (iii) Alternate II (FEB 2006) of [52.247-64](#).

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

\_\_\_ (1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

\_\_\_ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (MAY 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

\_\_\_ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

\_\_\_ (7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (NOV 2020).

\_\_\_ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

\_\_\_ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

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

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

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

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

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (JUN 2020) ([41 U.S.C. 3509](#)).

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

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

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

(v) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

- (vi) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- (vii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).
- (viii) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- (ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).
- (x) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- (xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xii) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).
- (xiii) (A) [52.222-50](#), Combating Trafficking in Persons (OCT 2020) ([22 U.S.C. chapter 78](#) and E.O 13627).
- (B) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and [E.O. 13627](#)).
- (xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) ([41 U.S.C. chapter 67](#)).
- (xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).
- (xvi) [52.222-54](#), Employment Eligibility Verification (OCT 2015) (E.O. 12989).
- (xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (NOV 2020).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
- (B) Alternate I (JAN 2017) of [52.224-3](#).
- (xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of clause)

Add the following clause in full text:

52.229-12 Tax on Certain Foreign Procurements (JUN 2020)

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

*Foreign person* means any person other than a United States person.

*United States person*, as defined in 26 U.S.C. 7701(a)(30), means—

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 7701(a)(31));  
and

(5) Any trust if—

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) This clause applies only to foreign persons. It implements 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c)(1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the

exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at [www.irs.gov/w14](http://www.irs.gov/w14).

(2) If the Contractor is a foreign person and has indicated in its offer in the provision 52.229-11, Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall—

(i) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under 26 U.S.C. 5000C; and

(ii) Comply with paragraph (c)(1) of this clause.

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue.

(f) Taxes imposed under 26 U.S.C. 5000C may not be—

(1) Included in the contract price; nor

(2) Reimbursed.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of clause)

ADDENDUM TO CONTRACT CLAUSES  
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

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. In addition, the full text of a clause may be accessed electronically at: [Acquisition.gov](http://Acquisition.gov) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](http://e-CFR) to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulations (FAR) clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-3	WORKERS’ COMPENSATION INSURANCE (Defense Base Act) (JUL 2014)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (NOV 2020)

The following FAR clauses are provided in full text:

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.  
(End of clause)

The following DOSAR clauses are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE)  
(AUG 1999)

(a) General. The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The Contractor shall submit invoices in an original and *I* copies to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice

shall include all the items required by FAR 32.905(e).

The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

American Embassy Bridgetown  
Attention Financial Management Office (FMO)  
Wildey Business Park  
Wildey  
St. Michael, Barbados

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

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(End of clause)

**652.237-72 Observance of Legal Holidays and Administrative Leave (FEB 2015)**

(a) The Department of State observes the following days as holidays:

New Year's Day  
Martin Luther King's Birthday  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

**BARBADOS**

New Year's Day  
Errol Barrow Day  
Good Friday  
Easter Monday  
Whit Monday  
Emancipation Day  
Kadooment Day  
Independence Day  
Christmas Day  
Boxing Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When New Year's Day, Independence Day, Veterans Day or Christmas Day falls on a Sunday, the following Monday is observed; if it falls on Saturday the preceding Friday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractors accounting policy.

(End of clause)

#### 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is James H. Coddington.

(End of clause)

#### 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That is has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

(End of clause)

### SECTION 3 - SOLICITATION PROVISIONS

Instructions to Offeror. Each offer must consist of the following:

FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUN 2020), is incorporated by reference (see SF-1449, Block 27A)

#### ADDENDUM TO 52.212-1

A. Summary of Instructions. Each offer must consist of the following:

A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm> ]

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:

(1) Name of a Project Manager (or other liaison to the U.S. Embassy/Consulate) who understands written and spoken English;

(2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;

1. List of clients over the past 2 years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Barbados then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;
- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

2. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
3. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.
4. The offeror's strategic plan for furniture installation, disassembly and removal services to include but not limited to:
  - (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
  - (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
  - (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
  - (d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

ADDENDUM TO SOLICITATION PROVISIONS  
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at [Acquisition.gov](http://Acquisition.gov) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](http://e-CFR) to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

PROVISION    TITLE AND DATE

- 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
- 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
- 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
- 52.237-1 SITE VISIT (APR 1984)

The site visit will be held on March 22, 2021 at 10:00 a.m. at U.S. Embassy Bridgetown, Wildey Business Park, Wildey, St. Michael. Prospective offerors/quoters should email [Bridgetownprocurement@state.gov](mailto:Bridgetownprocurement@state.gov) on or before 10:00 a.m on March 18, 2021 for additional information or to arrange entry to the building.

The following DOSAR provision(s) is/are provided in full text:  
652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

(a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

(1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at [AQMCompetitionAdvocate@state.gov](mailto:AQMCompetitionAdvocate@state.gov).

(2) For all others, the Department of State Advocate for Competition at [cat@state.gov](mailto:cat@state.gov).

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, \_\_\_\_\_, at \_\_\_\_\_. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

## SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options.
- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ **to include the technical information required by Section 3.**
- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
  - Adequate financial resources or the ability to obtain them;
  - Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
  - Satisfactory record of integrity and business ethics;
  - Necessary organization, experience, and skills or the ability to obtain them;
  - Necessary equipment and facilities or the ability to obtain them; and
  - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

ADDENDUM TO EVALUATION FACTORS  
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following FAR provision(s) is/are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

**52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020).**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212–3, Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(ii) of the provision at 52.212–3.

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

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic

or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1) It  will,  will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It  does,  does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B)A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii)For covered services—

(A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B)If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i)For covered equipment—

(A)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B)A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii)For covered services—

(A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B)If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

- **52.212-3 Offeror Representations and Certifications-Commercial Items.** (Nov 2020)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

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

"Covered telecommunications equipment or services" has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

*Economically disadvantaged women-owned small business (EDWOSB) concern* means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

*Forced or indentured child labor* means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

*Highest-level owner* means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

*Immediate owner* means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

*Inverted domestic corporation*, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395](#)(b), applied in accordance with the rules and definitions of [6 U.S.C. 395](#)(c).

*Manufactured end product* means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

*Place of manufacture* means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

*Predecessor* means an entity that is replaced by a successor and includes any predecessors of the predecessor.

*Reasonable inquiry* has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

*Restricted business operations* means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended. "Sensitive technology"—

*Sensitive technology*—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

*Service-disabled veteran-owned small business concern*—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

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

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

*Small business concern*—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

*Small disadvantaged business concern*, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

*Subsidiary* means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

*Successor* means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

*Veteran-owned small business concern* means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

*Women-owned small business (WOSB) concern eligible under the WOSB Program* (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

Women-owned small business concern means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) (1) *Annual Representations and Certifications*. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs \_\_\_\_\_.

*[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

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

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it  is,  is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it  is,  is not a small disadvantaged business concern as defined in 13 CFR124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is,  is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that-

(i) It  is,  is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that-

(i) It  is,  is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: \_\_\_\_\_

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It  is,  is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It  has,  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It  has,  has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that-

(i) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 <http://uscode.house.gov/> U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item" "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(g) (1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
_____
_____
_____

*[List as necessary]*

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____

Line Item No.	Country of Origin
_____	_____
_____	_____

[List as necessary]

(4) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1)  Are,  are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2)  Have,  have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the

submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3)  Are,  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4)  Have,  have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at [9.104-5\(a\)\(2\)](#) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2)  Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)](#)(1). The offeror  does  does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)](#)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR [22.1003-4\(d\)](#)(1). The offeror  does  does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)](#)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ( [26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other \_\_\_\_\_.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The Offeror represents that—

(i) It  is,  is not an inverted domestic corporation; and

(ii) It  is,  is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR [25.703-2\(a\)\(2\)](#) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#)) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it  has or  does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity:  Yes or  No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

*(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is  is not  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it  is or  is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name: \_\_\_\_\_.

*(Do not use a "doing business as" name).*

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM ([12.301\(d\)\(1\)](#)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner)  does,  does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner)  does,  does not publicly disclose a quantitative greenhouse gas emissions reduction

goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:\_\_\_\_\_.

(u) (1) In accordance with 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), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that—

(i) It  does,  does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it  does,  does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

Add the following provision:

52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (JUN 2020)

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

*Foreign person* means any person other than a United States person.

*Specified Federal procurement payment* means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

*United States person* as defined in 26 U.S.C. 7701(a)(30) means—

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if—

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at [www.irs.gov/w14](http://www.irs.gov/w14). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C

tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that—

(1) It  is  is not a foreign person; and

(2) If the Offeror indicates “is” in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14  a full exemption, or  partial or no exemption [*Offeror shall select one*] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects “is” in paragraph (d)(1) and “partial or no exemption” in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. **For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.**

(End of provision)

#### ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at [Acquisition.gov](http://Acquisition.gov) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](http://e-CFR) to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN— REPRESENTATION AND CERTIFICATIONS (JUN 2020)