

# Tab 1 – Master Agreement General Terms and Conditions

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- ◆ Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
  
- ◆ Disclosures
  - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
  
- ◆ Renewal of Contract
  - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.
  
- ◆ Funding Out Clause
  - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
    - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
  
- ◆ Shipments (if applicable)
  - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
  
- ◆ Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- ◆ Payments
  - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
  - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
  - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
  - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
  - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- ◆ Pricing
  - All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
  - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
  - Proposals should address each of the following:
    - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
    - Availability of replacement parts
    - Life expectancy of equipment under normal use
    - Detailed information as to proposed return policy on all equipment
- ◆ Indemnity
  - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- ◆ Franchise Tax
  - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

- ◆ Supplemental Agreements
  - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.
  
- ◆ Certificates of Insurance
  - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
  
- ◆ Legal Obligations
  - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
  
- ◆ Protest
  - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
    - Name, address and telephone number of protester
    - Original signature of protester or its representative
    - Identification of the solicitation by RFP number
    - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
  - Any protest review and action shall be considered final with no further formalities being considered.
  
- ◆ Force Majeure
  - If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
  - The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.



# Process

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Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
  - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
  - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
  - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
  - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
  - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
  - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
  - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
  - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
  - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
  - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

# Evaluation Criteria

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- ◆ Pricing (40 points)
  - Electronic Price Lists
    - Products, Services, Warranties, etc. price list
    - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
  
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Product Delivery within participating entities specified parameters
  - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
  - Vendor's ability to perform towards above requirements and desired specifications.
  - Past Cooperative Program Performance
  - Quantity of line items available that are commonly purchased by the entity.
  - Quality of line items available compared to normal participating entity standards.
  - Provide both On-premise solutions as well as Cloud based solutions.
  
- ◆ References (15 points)
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
  
- ◆ Technology for Supporting the Program (10 points)
  - Electronic on-line catalog, order entry use by and suitability for the entity's needs
  - Quality of vendor's on-line resources for NCPA members.
  - Specifications and features offered by respondent's products and/or services
  
- ◆ Value Added Services Description, Products and/or Services (10 points)
  - Marketing and Training
  - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
  - Customer Service

# Signature Form

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The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	Keystone Ridge Designs, Inc.
Address	670 Mercer Rd
City/State/Zip	Butler, PA 16001
Telephone No.	724-284-1213
Fax No.	800-284-1253
Email address	AbbieS@keystoneridgedesigns.com
Printed name	Abigail L. Schmader
Position with company	Digital Sales Specialist
Authorized signature	

# Tab 2 – NCPA Administration Agreement

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This Administration Agreement is made as of December 13, 2021, by and between National Cooperative Purchasing Alliance (“NCPA”) and Keystone Ridge Designs (“Vendor”).

## Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 13, 2021 referenced as Contract Number 10-08, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Playground Equipment, Outdoor Fitness Equipment, Site Furnishings, Surfacing and Related Products/Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

### ◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public

Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15<sup>th</sup>) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

**Total** \_\_\_\_\_

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<b><u>Annual Sales Through Contract</u></b>	<b><u>Administrative Fee</u></b>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

<b>National Cooperative Purchasing Alliance:</b>	<b>Vendor:</b>	<u>Keystone Ridge Designs, Inc.</u>
Name: <u>Matthew Mackel</u>	Name: <u>Abigail L. Schmader</u>	
Title: <u>Director, Business Development</u>	Title: <u>Digital Sales Specialist</u>	
Address: <u>PO Box 701273</u>	Address: <u>670 Mercer Rd</u>	
<u>Houston, TX 77270</u>	<u>Butler, PA 16001-1840</u>	
Signature: <u></u>	Signature: <u></u>	
Date: <u>December 13, 2021</u>	Date: <u>11/16/2021</u>	

# Tab 3 – Vendor Questionnaire

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Please provide responses to the following questions that address your company’s operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

**50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Alabama              | <input type="checkbox"/> Maryland       | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska               | <input type="checkbox"/> Massachusetts  | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Arizona              | <input type="checkbox"/> Michigan       | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Arkansas             | <input type="checkbox"/> Minnesota      | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> California           | <input type="checkbox"/> Mississippi    | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Colorado             | <input type="checkbox"/> Missouri       | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Connecticut          | <input type="checkbox"/> Montana        | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Delaware             | <input type="checkbox"/> Nebraska       | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada         | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Florida              | <input type="checkbox"/> New Hampshire  | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Georgia              | <input type="checkbox"/> New Jersey     | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Hawaii               | <input type="checkbox"/> New Mexico     |   |
| <input type="checkbox"/> Idaho                | <input type="checkbox"/> New York       |   |
| <input type="checkbox"/> Illinois             | <input type="checkbox"/> North Carolina |   |
| <input type="checkbox"/> Indiana              | <input type="checkbox"/> North Dakota   |   |
| <input type="checkbox"/> Iowa                 | <input type="checkbox"/> Ohio           |   |
| <input type="checkbox"/> Kansas               | <input type="checkbox"/> Oklahoma       |   |
| <input type="checkbox"/> Kentucky             | <input type="checkbox"/> Oregon         |   |
| <input type="checkbox"/> Louisiana            | <input type="checkbox"/> Pennsylvania   |   |
| <input type="checkbox"/> Maine                | <input type="checkbox"/> Rhode Island   |   |



**All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

- |   |  |
|---|--|
| <input type="checkbox"/> American Samoa                 | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico             |
| <input type="checkbox"/> Guam                           | <input type="checkbox"/> U.S. Virgin Islands     |
| <input type="checkbox"/> Midway Islands                 |  |

◆ **Minority**

**Business Enterprise (MWBE) and (HUB) Participation**

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
  - **Minority / Women Business Enterprise**
    - Respondent Certifies that this firm is a M/WBE
  - **Historically Underutilized Business**
    - Respondent Certifies that this firm is a HUB

◆ **Residency**

- Responding Company's principal place of business is in the city of Butler, State of PA

◆ **Felony Conviction Notice**

- Please Check Applicable Box;
  - A publically held corporation; therefore, this reporting requirement is not applicable.
  - Is not owned or operated by anyone who has been convicted of a felony.
  - Is owned or operated by the following individual(s) who has/have been convicted of a felony
- If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:
  - Manufacturer Direct
  - Certified education/government reseller
  - Authorized Distributor
  - Manufacturer marketing through reseller
  - Value-added reseller
  - Other: \_\_\_\_\_

◆ **Processing Information**

- Provide company contact information for the following:
  - **Sales Reports / Accounts Payable**
    - Contact Person: Kim Platt
    - Title: Controller
    - Company: Keystone Ridge Designs
    - Address: 670 Mercer Rd
    - City: Butler State: PA Zip: 16001
    - Phone: 724-284-1213 Email: KimP@keystoneridgedesigns.com

- Purchase Orders

Contact Person: Justin Maskal  
Title: Territory Manager  
Company: Keystone Ridge Designs  
Address: 670 Mercer Rd  
City: Butler State: PA Zip: 16001  
Phone: 724-284-1213 ext. 243 Email: JustinM@keystoneridgedesigns.com

- Sales and Marketing

Contact Person: Angela Maloney  
Title: Director of Marketing  
Company: Keystone Ridge Designs  
Address: 670 Mercer Rd  
City: Butler State: PA Zip: 16001  
Phone: 724-284-1213 Email: AngelaM@keystoneridgedesigns.com

- ◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
  - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.  
 Yes       No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.  
 Yes       No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.  
 Yes       No

# Tab 4 – Vendor Profile

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## 1. Company's official registered name.

Keystone Ridge Designs, Inc.

## 2. Brief history of your company, including the year it was established.

Keystone Ridge Designs was created in 1995 by an entrepreneurial family looking to establish a presence as an expert manufacturer of powder coated site furniture designs. Our founders, Carl and Nancy, laid the groundwork by taking risks, working hard and having faith. Carl realized a perfect combination of expertise and passion for the outdoors when a partnership evolved to build playground equipment for a large client. Furnishing the outdoors and creating custom landscapes became the central focus. Starting with a desire for quality and long-term durability, it was then that operations shifted from playgrounds to manufacturing commercial-grade steel site furnishings.

## 3. Company's Dun & Bradstreet (D&B) number.

Dun Number: 939963559

## 4. Company's organizational chart of those individuals that would be involved in the contract.

### Contract Administrator

**Contact Person:** Abbie Schmader

**Title:** Digital Sales Specialist

**Company:** Keystone Ridge Designs

**Address:** 670 Mercer Rd

**City:** Butler                      **State:** PA                      **Zip:** 16001

**Phone:** 724-284-1213

**Email:** [AbbieS@keystoneridgedesigns.com](mailto:AbbieS@keystoneridgedesigns.com)

### Purchase Orders

**Contact Person:** Justin Maskal

**Title:** Territory Manager

**Company:** Keystone Ridge Designs

**Address:** 670 Mercer Rd  
**City:** Butler           **State:** PA           **Zip:** 16001  
**Phone:** 724-284-1213 ext: 243  
**Email:** [JustinM@keystoneridgedesigns.com](mailto:JustinM@keystoneridgedesigns.com)

#### Marketing

**Contact Person:** Angela Maloney  
**Title:** Director of Marketing  
**Company:** Keystone Ridge Designs  
**Address:** 670 Mercer Rd  
**City:** Butler           **State:** PA           **Zip:** 16001  
**Phone:** 724-284-1213  
**Email:** [AngelaM@keystoneridgedesigns.com](mailto:AngelaM@keystoneridgedesigns.com)

#### **5. Corporate office location.**

Keystone Ridge Designs has one office and manufacturing plant location in Butler, PA. We do not have any additional locations. If NCPA members have product questions or are ready to place an order they can reach out to their territory manager directly:

**Justin Maskal**  
Territory Manager  
Keystone Ridge Designs, Inc.  
670 Mercer Rd Butler, PA 16001-1840  
**P:** (724) 284-1213 ext 243 **F:** (724) 284-1253  
[JustinM@keystoneridgedesigns.com](mailto:JustinM@keystoneridgedesigns.com)

Questions regarding active contracts can be directed to the Contract Administrator:

**Abigail Schmader**  
Digital Sales Specialist  
Keystone Ridge Designs, Inc.  
670 Mercer Rd, Butler, PA 16001-1840  
**P:** (724) 284-1213, ext. 245 **F:** (724) 284-1253  
**Email:** [AbbieS@keystoneridgedesigns.com](mailto:AbbieS@keystoneridgedesigns.com)

## **6. Define your standard terms of payment.**

Net 30

## **7. Who is your competition in the marketplace?**

As a small business, our competition includes larger manufacturers and distributors that offer similar products nationwide that fall within the site furnishings and site amenities RFP categories. These categories include industries that manufacture outdoor benches, bike racks, table sets, chairs, bollards, leaning rails, counters, litter and recycling receptacles, ash receptacles, tree guards, planters, etc.

## **9. What differentiates your company from competitors?**

Our products are distinctive not only in design, but also in their quality, durability, and aesthetic appeal. We specialize in the outdoors by making public spaces and park settings more accessible and functional through the addition of durable, commercial-grade site furnishings, site amenities and other resources for effective landscape design. Our American-made products include benches, litter receptacles, recycling containers, bike racks, table sets, planters, ash urns, bollards, movable chairs, tree guards, lounge chairs, standing counters, children's furniture, leaning rails, metal signage, cast bronze plaques, detectable warning plates, memorial benches, Buddy Benches and other customizable landscape alternatives. We hold over 45 design patents for these products.

Our core product line is made with fully-welded steel construction and finished with an industry-leading Keyshield™ powder coat finish that offers unparalleled corrosion resistance and a protective armor against daily abuse and harsh outdoor elements. This powder coat finish also is available with a silver-ion antimicrobial coating for additional public health, safety and cleanliness. Other materials such as aluminum, Ipe hardware and recycled plastic slats are also options in custom site furniture design. Our product designs range from traditional to modern and can suit a wide range of architectural designs, outdoor environments and thematic landscape elements. We also have advanced capabilities in creating custom full-color metal signage for wayfinding, instructional guidance, health information, sponsorship recognition or location branding. This process of metal signage is called KeyshieldArt and it fuses imagery into the powder coat finish to showcase graphics in a durable way that resists any peeling, scratching or

other deterioration. We use this same process to create what we call “wood-grain aluminum.” This allows us to create tables, benches and other products with the look of wood slats but the durability of metal.

Finally, as a made-to-order manufacturer, one of the biggest benefits of our product line is that any of our products can be customized in a variety of ways to achieve design visions including size, color, materials, laser cut-outs, capacity, curves, ADA accessibility and more. If you do not see a product on our website or in our catalog, our design team and production expertise can help clients create the exact product that they need. We do not just sell products, we offer consultative expertise in site furniture selection, custom design and landscape architecture.

For an overview, please view our KRD Advantage information sheet attached below.

**10. Describe how your company will market this contract if awarded.**

Our overall marketing goal is to increase brand presence as a NCPA vendor through a data-driven and streamlined approach of targeted communications and offerings. The ways in which we plan to market to members include:

NCPA Specific Marketing - Our current marketing strategy and budget will be evaluated and changed in consideration of the newly acquired NCPA potential. We will use the marketing automation tools of our CRM system to send timely and targeted messages about our products and the opportunities about NCPA. Keyword strategies relevant to NCPA contracting opportunities will be utilized with Google ad and our SEO practices which will include Facebook, Instagram, LinkedIn, and others.

Existing CRM Database - We will utilize the market segmentation and marketing automation tools of our advanced CRM system to generate emails to suitable entities informing them of the opportunities that would be available through Keystone Ridge Designs' NCPA contract. The Territory Managers would also schedule phone calls to key clients and set informative meetings to further discuss potentials.

Print Communications - We will place identifiers within our printed and digital catalogs to advertise that we are a NCPA vendor and will provide various inserts that explain our new partnership. We will also consider targeted postal mailings as we are currently implementing with existing industries.

Tradeshow Participation - In a typical year, we exhibit at the ICSC Recon Convention, the National Trust for Historic Preservations Main Street Now Expo, and the ASLA Annual Conference. We would include marketing material that advertise the NCPA partnership with eligible entities.

**11. Describe how you intend to introduce NCPA to your company.**

Upon receiving a contract with NCPA, Keystone Ridge Designs will hold a company meeting as well as a training for the involved staff to educate on the required terms, pricing, appropriate use, and client base of the contract. This training will primarily be held for all Territory Managers who serve as our customer's direct contact; however, the sales support staff will also be required to attend the training in order to understand NCPA requirements and assist with orders. There will be continual training as needed if any modifications are made to the contract, and support documents will be placed within our internal network for new hirers and future access.

**12. Describe your firm's capabilities and functionality of your online catalog / ordering website.**

Our website offers downloadable content, live chat features, responsive forms, and image galleries to allow 24/7 access to learn more about Keystone Ridge Designs and to easily shop product designs and options. We do not have an online e-procurement system, but we recently added a Request Quote button on our website located on each product page. This new feature creates a seamless transaction between the customer and sales department. Within 24 hours, a member from our sales team will reach out with a formal quote or additional information. We handle a large portion of communication via email and we have an easy quoting and ordering process with a secure payment portal to accept credit card orders.

**13. Describe your company's Customer Service Department (hours of operation, number service centers, etc.)**

We have a complete in-house team of sales staff and sales support employees that operate out of our headquarter offices in Butler, PA where we also design and manufacture all of our products. All involved parties are direct employees of Keystone Ridge Designs. By managing our own dedicated sales force all from one building and not working through dealer networks or other third parties, it ensures a complete focus on our product line, a culture of collaboration and a deep product knowledge base through regular training and direct access to our production and management teams. Because of this sales structure, we are able to offer immediate response times to incoming calls, emails and online chats and our pricing quotes are typically turned around within 24 hours.

Our sales strategy divides the US and Canada into six sales regions: Northeast, Southeast, Central, West and Pacific. Each of these regions have a dedicated Territory Manager to focus on sales and relationship building within all market segments and they all report to a National Sales Manager. The sales process is also supported by a diverse staff that assists with other necessary behind-the-scenes sales functions including

quoting, shipping, lead generation, online sales, customer service, marketing, literature fulfillment and more.

Because we work with various industries throughout different stages of the design/build process, each sales staff member is fully equipped and experienced to handle inquiries from all sectors of business. Overall, the complete sales process is managed by a team of 25 dedicated Keystone Ridge Designs employees but supported by many more employees throughout the organization.

Our website serves additional sales support functions through live chat features, listed pricing, online information request forms and detailed downloadable product data.

**Hours:**

Monday	8AM–5PM
Tuesday	8AM–5PM
Wednesday	8AM–5PM
Thursday	8AM–5PM
Friday	8AM–3PM
Saturday	Closed
Sunday	Closed

**14. Green Initiatives**

Please view our Environmental Statement attached below.

**15. Vendor Certifications**

Please view SAM Record and Representations & Certifications document below.

\*Records and Certifications are taken from SAM.gov and are shown on pages 25 - 80.





DESIGN | ORIGINALITY | EXPERTISE



As an American manufacturer, we take great pride in being able to provide exceptional site furniture products and attentive customer service. Keystone Ridge Designs guarantees the quality of every product we manufacture with a competitive warranty that exceeds industry standards, ensures product durability, and supports long-term client satisfaction.

## KEYSTONE RIDGE DESIGNS WARRANTY

Keystone Ridge Designs warrants all products (other than noted exceptions) against material and workmanship defects for a period of three (3) years from the date of shipment.

Keystone Ridge Designs provides a limited warranty on the powder coat finish that is applied to our products for a period of three (3) years from the date of shipment. Exceptions include Burgundy, Sparkle Silver, and any shades of red, white, or yellow. These exceptions are warranted for a period of one (1) year from the date of shipment. Sparkle Silver, white, and yellow powder coated products can apply for the three (3) year warranty with the purchase of an upgraded e-coat primer finish. Limited warranties for certain other light-toned custom colors will be disclosed at time of selection.

### STRUCTURAL WARRANTY

Keystone Ridge Designs offers a limited twenty (20) year warranty against structural failure of our steel manufactured products.

Keystone Ridge Designs offers a limited five (5) year warranty against structural failure of any aluminum frame, assembly, or component.

### WARRANTY ELIGIBILITY

All warranties are available to the original purchaser only and are not transferable. Eligibility of any stated warranty is dependent upon the product(s) being assembled and installed according to the manufacturer's recommendations and instructions. Products are required to be bolted to the surface to prevent theft, damage, movement, or injury. Umbrellas must be anchored in a base 80 lb. or heavier to be eligible for the three-year warranty.

Products damaged by abnormal use, vandalism, accidents, tampering, or acts of nature are not covered by any warranty, expressed or implied. Modifying, altering or repairing products by anyone other than Keystone Ridge Designs voids the warranty.

During the eligible warranty period, Keystone Ridge Designs, Inc.® will, at its option, repair or replace any product or part found defective upon written notification and inspection by our company representative.

Claims must be sent to Keystone Ridge Design, Inc., Attention: Customer Service, 670 Mercer Rd., Butler, PA 16001

*No other warranty, oral, written, or implied may be substituted for the warranty stated above.*

### PROPRIETARY STATEMENT

This document and all information shown hereon are the exclusive property of Keystone Ridge Designs, Inc.® This document is furnished with the express understanding that neither it nor the information on it is to be disclosed or

reproduced in whole or in part, or used in any way, either directly or indirectly, for the benefit of anyone other than Keystone Ridge Designs, Inc.® without its written consent.  
REV. 10/6/2021



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www.kestoneridgedesigns.com



DESIGN | ORIGINALITY | EXPERTISE

# ENVIRONMENTAL STATEMENT

Keystone Ridge Designs' core product line is intended for outdoor use to beautify public spaces and enhance outdoor environments. With such a close connection to the outdoors, Keystone Ridge Designs, Inc.® remains aware of the issues that face the environment and strives to be conscious of how our designs and manufacturing processes can contribute to a greener community.

Offering long-lasting, durable products that innately support LEED® building requirements by their very applications and employing everyday company procedures that support conservation, we at Keystone Ridge Designs continue to implement green initiatives and improve upon our efforts to preserve the environment.

## Contributions to LEED® Certification

Listed below are the product characteristics that can contribute to LEED® certification. All information is based on the guidelines set forth in the Green Building Rating System for New Construction and Major Renovations LEED v4.\*

### ALTERNATE TRANSPORTATION

To improve public health and minimize vehicle traffic, short-term bicycle storage should be placed within walking distance to building entrances. Keystone Ridge Designs offers bike racks in a variety of unique styles to meet capacity needs. (LT Credit: Bicycle Facilities: BD+C: Bicycle Storage and Shower Rooms)

### MAXIMIZE OPEN SPACE

Site furnishings such as benches and table sets can be used to help create exterior open spaces that encourage interaction with the environment and recreation. (SS Credit: Open Space: BD+C)

### RECYCLABLES COLLECTION

Keystone Ridge Designs recycling containers and litter receptacles with recycling lids can help to reduce the waste generated by building occupants to meet current requirements. (MR Prerequisite: Storage and Collection of Recyclables: BD+C)

### ENVIRONMENTAL TOBACCO SMOKE CONTROL

Ash urns and ash lid options on litter receptacles can be used to control tobacco smoke and designate smoking areas away from building entrances. (EQ Prerequisite: Environmental Tobacco Smoke Control: BD+C)

### REDUCE HEAT ISLANDS

Umbrella products complement our table sets as well as provide shade in courtyard areas to reduce the heat island effect and minimize impact on microclimate. (SS Credit: Heat Island Reduction: BD+C: Option 1)

### ENVIRONMENTAL PRODUCT DECLARATION

To encourage the use of products and materials for which life-cycle information is available, our low-emission powder coat finish is made with powder that has an Environmental Product Declaration (EPD) conforming to ISO 21930, 14025, 14040, and 14044. This can help reach building product life-cycle impact goals. (MR CREDIT: Building Product Disclosure and Optimization - Environmental Product Declarations)

\*LEED® information obtained from The U.S. Green Building Council's website: [www.usgbc.org](http://www.usgbc.org) - LEED® v4 for BUILDING DESIGN AND CONSTRUCTION launch July 2, 2018.



**PICTURED:**  
Breakwater 6' Bench with Back

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reproduced in whole or in part, or used in any way, either directly or indirectly, for the benefit of anyone other than Keystone Ridge Designs, Inc.® without its written consent.





DESIGN | ORIGINALITY | EXPERTISE

#### RECYCLED STEEL CONTENT

To assist with responsible extraction criteria, the steel that is used to manufacture our line of steel furnishings is composed of at least 25% recycled content. Certain types of steel bar used may be comprised of up to 100% recycled steel. Also, the aluminum cast ends used on certain bench series are produced from 97-98% recycled aluminum scrap. (MR Credit: Building Product Disclosure and Optimization - Sourcing of Raw Materials: BD+C: Option 2)

### Other Environmental Product Benefits

#### PRODUCTS DESIGNED FOR NATURE

Keystone Ridge Designs' products enhance the outdoor environment by providing open spaces with quality furniture that aesthetically complements the natural surroundings and creates pedestrian-friendly areas for outside recreation. In addition, litter receptacles provide a functionality that maintains a clean area and encourages proper litter disposal.

#### LOW EMISSION POWDER COATING PROCESS

Our KEYSHIELD® powder coat finish releases negligible amounts of volatile organic compounds (VOCs) into the atmosphere and is considered to be HAPS free – free of hazardous air pollutants. This can reduce concentrations of chemical contaminants in the air.

#### DURABLE PRODUCTS & TIMELESS DESIGNS

Keystone Ridge Designs manufactures durable products that are intended for long-term use. The furnishings are made with commercial grade materials and manufactured with superior craftsmanship, limiting the need for frequent replacements and extending our product life cycle. Our classic designs transcend fads and consistently complement ever-changing landscapes.

#### LOW MAINTENANCE

The steel furnishings are low-maintenance products that require toxic-free cleaning solutions for everyday upkeep. Products can be cleaned with basic soap and water that do not produce harmful emissions into the air.

#### SUSTAINABLE WOOD PRODUCTS

Certain products allow for customizations with wood slats. All of these products contain wood that is hand-selected, certified to be environmentally responsible and derived from a sustainable source.

#### PRODUCT REUSE

The KEYSHIELD® finish is not only a low-emitting finish, but this process also allows for reuse of existing products that require a new color or an updated finish. Through an environmentally safe heat cleaning process, powder coating finishes can be removed off the surface, creating the ability to re-coat and re-use a product rather than extracting resources to place it with a new creation.

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### Companywide Green Initiatives

#### RECYCLING PRACTICES

All paper used within the office and in marketing collateral is composed of various percentages of recycled content. Employees are encouraged to recycle on a daily basis, and using scrap paper is enforced to minimize waste from printed documents.

The manufacturing plant strives to reduce waste throughout numerous routine procedures:

- In the powder coating process, excess powder that does not adhere to the product is captured and saved for reuse.
- The coolant used with manufacturing equipment circulates through the machines and recycles itself for extensive use.
- Efficient design and cutting techniques minimize scrap pieces of steel created throughout the manufacturing process. Any left-over pieces are recycled locally.

#### ENERGY CONSERVATION

As an energy conscious company, certain checks are put into place to achieve conservation of our natural resources. The use of water, electricity and gas are consistently monitored to ensure efficient and practical daily use.

#### OFFICE GROUNDS PRESERVATION

Keystone Ridge Designs is located on acreage that has been maintained to encourage plant and tree growth and preserve the surrounding area. Nestled in the rolling hills of western Pennsylvania, employees of Keystone Ridge Designs appreciate and respect the undeveloped land and are mindful to not interrupt the natural environment, while taking daily walking opportunities to enjoy nature and stay active.

#### ONE LOCATION MANUFACTURING

Keystone Ridge Designs manufactures, powder coats, packages, and ships all from one location. This process minimizes transportation between locations thus reducing the use of gas, time and other natural resources.

#### SUPPORT OF THE LOCAL FARMING COMMUNITY

Through a collaboration with the local 4-H/FFA club, Keystone Ridge Designs supports the local farming community in its effort to foster the land for its natural use and create interest and pride among the young and future farmers of America. Volunteers from Keystone Ridge Designs regularly donate their time and talents to help promote and market the 4-H organization and their goals among the local community.

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www.keystoneridgedesigns.com



# KEYSTONE RIDGE DESIGNS, INC.

**ALERT!** This entity is only available FOR OFFICIAL USE ONLY.

DUNS Unique Entity ID <b>939963559</b>	SAM Unique Entity ID <b>F5V9GKKX3A65</b>	CAGE / NCAGE <b>436W6</b>
Purpose of Registration <b>All Awards</b>	Expiration Date <b>Apr 26, 2022</b>	Registration Status <b>Active</b>
Physical Address <b>670 Mercer RD Butler, Pennsylvania 16001-1856 United States</b>	Mailing Address <b>670 Mercer Road Butler, Pennsylvania 16001-1840 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Pennsylvania 03</b>	State / Country of Incorporation <b>Pennsylvania / United States</b>	URL <b>https://www.keystoneridgedesigns.com</b>
MPIN <b>*****2008</b>		

## Registration Dates

Activation Date <b>Apr 27, 2021</b>	Submission Date <b>Apr 26, 2021</b>	Initial Registration Date <b>Aug 11, 2005</b>
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## Entity Dates

Entity Start Date <b>Sep 1, 1995</b>	Fiscal Year End Close Date <b>Dec 31</b>
---	---

## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

**No**

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

**Not Selected**

## Proceedings Questions

Is your business or organization, as represented by the DUNS Number on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

**No**

Does your business or organization, as represented by the DUNS number on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

**Not Selected**

Within the last five years, had the business or organization (represented by the DUNS number on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a

finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

**Not Selected**

#### SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

**Yes**

#### Entity Types

##### Business Types

Entity Structure

**Corporate Entity (Not Tax Exempt)**

Entity Type

**Business or Organization**

Organization Factors

**Manufacturer of Goods**

Profit Structure

**For Profit Organization**

#### Financial Information

Accepts Credit Card Payments

**Yes**

Debt Subject To Offset

**No**

Department Code

**(blank)**

Agency Location Code

**(blank)**

Disbursing Office Symbol

**(blank)**

#### Electronic Funds Transfer

EFT Indicator

**0000**

CAGE Code

**436W6**

Financial Institution

**FIRST COMMONWEALTH BANK**

Account Type

**Checking**

Lock Box Number

**(blank)**

Routing Number

**\*\*\*\*\*6826**

Account Number

**\*\*\*\*\*08249**

#### Automated Clearing House

Financial Institution

**FIRST COMMONWEALTH BANK**

Phone (U.S.)

**7242843470**

Email

**(blank)**

Phone (non-U.S.)

**(blank)**

Fax

**(blank)**

#### Remittance Information

Merchant ID1

**(blank)**

Merchant ID2

**(blank)**

Accounting Station

**(blank)**

#### Remittance Address

**KIM PLATT**

**670 Mercer Road**

**Butler, Pennsylvania 16001**

**United States**

#### Taxpayer Information

EIN

**\*\*\*\*\*5682**

Type of Tax

**Applicable Federal Tax**

Taxpayer Name

**KEYSTONE RIDGE DESIGNS INC**

Tax Year (Most Recent Tax Year)

**2017**

Name/Title of Individual Executing Consent

**Director Of Marketing**

TIN Consent Date

**Apr 26, 2021**

Address

**670 Mercer RD**

**Butler, Pennsylvania 16001**

#### Points of Contact

##### Accounts Receivable POC


♀

**KIM Platt**

**kimp@krdusa.com**

**7242841213**


**Electronic Business**

 <b>KIM Platt</b> <b>kimp@krdusa.com</b> <b>7242841213</b>	<b>670 Mercer Road</b> <b>Butler, Pennsylvania 16001</b> <b>United States</b>
ARTHUR Slear arties@krdusa.com 7242841213	670 Mercer Road Butler, Pennsylvania 16001 United States

**Government Business**

 <b>ANGELA Maloney</b> <b>AngelaM@krdusa.com</b> <b>7242841213</b>	<b>670 Mercer Road</b> <b>Butler, Pennsylvania 16001</b> <b>United States</b>
Abbie Schmader, Digital Sales Specialist AbbieS@keystoneridgedesigns.com 7242841213	670 Mercer RD Butler, Pennsylvania 16001 United States

**Past Performance**

 <b>KIM Platt</b> <b>kimp@krdusa.com</b> <b>7242841213</b>	<b>670 Mercer Road</b> <b>Butler, Pennsylvania 16001</b> <b>United States</b>
ARTHUR Slear arties@krdusa.com 7242841213 7242841213 (Non-US Phone)	670 Mercer Road Butler, Pennsylvania 16001 United States

**Security Information**

Company Security Level <b>(blank)</b>	Highest Level Employee Security Level <b>(blank)</b>
--	---

**Service Classifications****NAICS Codes**

Primary	NAICS Codes	NAICS Title
<b>Yes</b>	<b>337127</b>	<b>Institutional Furniture Manufacturing</b>
	<b>337124</b>	<b>Metal Household Furniture Manufacturing</b>
	<b>337125</b>	<b>Household Furniture (Except Wood And Metal) Manufacturing</b>

**Product and Service Codes**

PSC	PSC Name
<b>7105</b>	<b>Household Furniture</b>
<b>7240</b>	<b>Household And Commercial Utility Containers</b>
<b>7830</b>	<b>Recreational And Gymnastic Equipment</b>

**Size Metrics****IGT Size Metrics**

Annual Revenue (from all IGTs)  
**(blank)**

**World Wide**

Annual Receipts (3 Year Average) <b>\$6,000,000.00</b>	Number of Employees (12 Month Average) <b>50</b>
---	---

**Location**

Annual Receipts (3 Year Average) <b>(blank)</b>	Number of Employees (12 Month Average) <b>(blank)</b>
--	--

**Industry-Specific**

Barrels Capacity  
**(blank)**

Megawatt Hours  
**(blank)**

Total Assets  
**(blank)**

### Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

### Disaster Response

This entity does not appear in the disaster response registry.

# FAR Report

**Certification for:** KEYSTONE RIDGE DESIGNS, INC.

**DUNS:** 939963559

**Certification Validity From:** Mon Apr 26 14:16:53 EDT 2021

**Certification Validity To:** Tue Apr 26 14:16:53 EDT 2022

I have read each of the FAR and DFARS provisions presented on this page. By submitting this certification, I, **Angela Maloney**, am attesting to the accuracy of the representations and certifications contained herein, including the entire NAICS table. I understand that I may be subject to criminal prosecution under Section 1001, Title 18 of the United States Code or civil liability under the False Claims Act if I misrepresent **KEYSTONE RIDGE DESIGNS, INC.** in any of these representations or certifications to the Government.

By maintaining an active entity registration in SAM, the entity complied with requirements to report proceedings data in accordance with:

- FAR 52.209-7 Information Regarding Responsibility Matters and with requirements to report executive compensation data in accordance with
- FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards.

## READ ONLY PROVISIONS

**FAR 52.203-11**

**Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions**

**(Sep 2007)**

(a) Definitions. As used in this provision-"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions"(52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby 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 its behalf in connection with the awarding of this contract.

(d) Disclosure. 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.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**(End of Provision)**



As prescribed in 3.909-3(a), insert the following provision: Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements or Statements-Representation (JAN 2017)

(a) Definition. Internal confidentiality agreement or statement, subcontract, and subcontractor, as used in this provision, are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) 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 funds appropriated (or otherwise made available) 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.

(c) The prohibition in paragraph (b) 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.

(d) 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).

**(End of Provision)**

(a) Definitions. As used in this clause- "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).

"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.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract

imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**(End of Provision)**

**FAR 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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (3) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (4) 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:

[Contracting Officer check as appropriate.]

- \_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- \_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509)).
- \_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- \_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- \_\_\_ (5) [Reserved].
- \_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- \_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- \_\_\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).
- \_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- \_\_\_ (10) [Reserved].
- \_\_\_ (11)
  - (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

- \_\_ (ii) Alternate I (Nov 2011) of 52.219-3.
- \_\_ (12)
  - (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
  - \_\_ (ii) Alternate I (Jan 2011) of 52.219-4.
- \_\_ (13) [Reserved]
- \_\_ (14)
  - (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
  - \_\_ (ii) Alternate I (Nov 2011).
  - \_\_ (iii) Alternate II (Nov 2011).
- \_\_ (15)
  - (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
  - \_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
  - \_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- \_\_ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).
- \_\_ (17)
  - (i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (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 (Nov 2016) of 52.219-9.
  - \_\_ (v) Alternate IV (Nov 2016) of 52.219-9.
- \_\_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
- \_\_ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
- \_\_ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2019) (15 U.S.C. 657 f).
- \_\_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Nov 2020) (15 U.S.C. 632(a)(2)).
- \_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- \_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- \_\_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_ (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Oct 2019) (E.O. 13126).
- \_\_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- \_\_ (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

\_\_\_ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

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

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

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

\_\_\_ (33)

(i) 52.222-50, Combating Trafficking in Persons (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).

\_\_\_ (34) 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.)

\_\_\_ (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (b)(35):**

By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

\_\_\_ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

\_\_\_ (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 (Jun 2014) of 52.223-14.

\_\_\_ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (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.
- \_\_ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- \_\_ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- \_\_ (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- \_\_ (47)
- (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- \_\_ (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).
- \_\_ (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 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 (Nov 2007) (42 U.S.C. 5150).
- \_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_\_ (55) 52.229-12, Tax on Certain Foreign Procurements (JUN 2020).
- \_\_ (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 (Jul 2013) (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)(12)).

\_\_\_ (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.

(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:

[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.222-41, Service Contract Labor Standards (May 2014) (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) (May 2014) (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 (May 2014) (42 U.S.C. 1792).

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

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

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

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

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the

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

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
- (v) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)
- (ix) 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.
- (x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- (xi)
  - \_\_(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).
- (xii) 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).
- (xiii) 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).
- (xiv) 52.222-54, Employment Eligibility Verification (Oct 2015).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020) (Executive Order 13658).
- (xvi) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).  
**Note to paragraph (e)(1)(xvi):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- (xvii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016)).
- (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix)

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

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

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

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

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

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

### **ALTERNATE I (Feb 2000)**

As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause."

### **ALTERNATE II (Nov 2020)**

As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to-

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than-

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

**(End of Provision)**

**FAR 52.222-38**

**Compliance with Veterans' Employment Reporting Requirements**

**(Feb 2016)**

As prescribed in 22.1310 (c), insert the following provision:

COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (Feb 2016)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) ( i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has filed the most recent VETS-4212 Report required by that clause.

**(End of Provision)**



As prescribed in 22.1705(a)(1), insert the following clause:

COMBATING TRAFFICKING IN PERSONS (Oct 2020)

(a) Definitions. As used in this clause-

"Agent" means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

"Coercion" means

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

"Commercially available off-the-shelf (COTS) item" means

- (1) Any item of supply (including construction material) that is-
  - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
  - (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

"Forced Labor" means knowingly providing or obtaining the labor or services of a person

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

"Involuntary servitude" includes a condition of servitude induced by means of

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

"Recruitment fees" means fees of any type, including charges, costs, assessments, or other financial

obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for-

(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;

(ii) Advertising;

(iii) Obtaining permanent or temporary labor certification, including any associated fees;

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;

(vii) Accessing the job opportunity, including procuring medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;

(viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;

(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;

(x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;

(xi) Transportation and subsistence costs-

(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(B) From the airport or disembarkation point to the worksite;

(xii) Security deposits, bonds, and insurance; and

(xiii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is-

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-

(A) Agents;

(B) Labor Brokers;

- (C) Recruiters;
- (D) Staffing firms (including private employment and placement firms);
- (E) Subsidiaries/affiliates of the employer;
- (F) Any agent or employee of such entities; and
- (G) Subcontractors at all tiers.

"Severe forms of trafficking in persons" means

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor. "United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not-

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract;
- (3) Use forced labor in the performance of the contract;
- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- (5)
  - (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;
  - (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- (6) Charge employees or potential employees recruitment fees;
- (7)
  - (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-

(A) For an employee who is not a national of the country in which the work is taking place and

who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that-

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is-

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) Contractor requirements. The Contractor shall-

(1) Notify its employees and agents of-

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification.

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of-

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor

has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in-

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:

(1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) Full cooperation.

(1) The Contractor shall, at a minimum-

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not-

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from-

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) Compliance plan.

(1) This paragraph (h) applies to any portion of the contract that-

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$550,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate-

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) Minimum requirements. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at [help@befree.org](mailto:help@befree.org).

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee or potential employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) Posting.

(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation

of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that-

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either-

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that-

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds \$550,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

### **ALTERNATE I (Mar 2015)**

As prescribed in 22.1705

(2) , substitute the following paragraph in place of paragraph (c)(1)

(i) of the basic clause:

(i)

(2) , substitute the following paragraph in place of paragraph (c)(1)

(i) of the basic clause:

(i)

or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

<b>Document Title</b>	<b>Document may be obtained from:</b>	<b>Applies o performance in/at:</b>
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[Contracting Officer shall insert title of directive/notice; indicate the document is attached or provide source (such as website link) for obtaining document; and, indicate the contract performance location outside the United States. to which the document applies.]

applicable to employees performing work at the contract place(s) of performance as indicated below:

Document Title	Document may be obtained from:	Applies o performance in/at:
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[Contracting Officer shall insert title of directive/notice; indicate the document is attached or provide source (such as website link) for obtaining document; and, indicate the contract performance location outside the United States. to which the document applies.]

of performance as indicated below:

Document Title	Document may be obtained from:	Applies o performance in/at:
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[Contracting Officer shall insert title of directive/notice; indicate the document is attached or provide source (such as website link) for obtaining document; and, indicate the contract performance location outside the United States. to which the document applies.]

**(End of Provision)**

<b>FAR 52.222-56</b>	<b>Certification Regarding Trafficking in Persons Compliance Plan</b>	<b>(Oct 2020)</b>
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As prescribed in 22.1705(b), insert the following provision:

CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (Oct 2020)

(a) The term "commercially available off-the-shelf (COTS) item," is defined in the clause of this solicitation entitled "Combating Trafficking in Persons" (FAR clause 52.222-50).

(b) The apparent successful Offeror shall submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that-

- (1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and
- (2) Has an estimated value that exceeds \$550,000.

(c) The certification shall state that-

- (1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and
- (2) After having conducted due diligence, either-
  - (i) To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or
  - (ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

**(End of Provision)**

<b>FAR 52.223-1</b>	<b>Biobased Product Certification</b>	<b>(May 2012)</b>
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(a) As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 3201, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

**(End of Provision)**



(a) Definitions. As used in this provision-

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means-

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"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

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

**(End of Provision)**

(a) Definitions. As used in this provision-

"Person"

(1) Means-

- (i) A natural person;
- (ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
- (iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"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)).

(b) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror-

(1) 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;

(2) 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. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 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 (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if-

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

**(End of Provision)**

**FAR 52.227-6**

**Royalty Information (Alternate I)**

**(Apr 1984)**

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

**ALTERNATE I (APR 1984)**

Substitute the following for the introductory portion of paragraph (a) of the basic clause: When the response to this solicitation covers charges for special construction or special assembly that contain costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

**(End of Provision)**

**PROVISIONS POPULATED BASED ON REGISTRATION DATA**

**FAR 52.203-2**

**Certificate of Independent Price Determination**

**(Apr 1985)**

(a) The offeror certifies that-

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
  - (i) Those prices;
  - (ii) The intention to submit an offer; or
  - (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision **Arthur Slear, President;**

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1)

through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**(End of Provision)**

**FAR 52.204-3**

**Taxpayer Identification**

**(Oct 1998)**

(a) Definitions

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) 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 IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) 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.

(d) Taxpayer Identification Number (TIN).

- \*  TIN on file.
- \*  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.

(e) 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 CFR 1.6049-4;
- \*  Other

**(blank)**

(f) Common parent.

- \*  Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision. Name and

TIN of common parent:Name: **(blank)**

TIN: **(blank)**

**(End of Provision)**

**FAR 52.204-5**

**Women-Owned Business (Other Than Small Business)**

**(Oct 2014)**

(a) Definition. "Women-owned business concern," as used in this provision, means a concern 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it  is a women-owned business concern.

**(End of Provision)**

**FAR 52.204-17**

**Ownership or Control of Offeror**

**(Aug 2020)**

(a) Definition. As used in this provision--  
Commercial and Government Entity (CAGE) code means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

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.

(b) The Offeror represents that it  **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 (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.\*

(c) If the Offeror indicates "has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code: **(blank)**

Immediate owner legal name: **Offeror asserts international ownership. They must provide the owner's NCAGE Code within 90 days of registration.**

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

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

(d) If the Offeror indicates "yes" in paragraph (c) 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: **(blank)**

Highest-level owner legal name: **Offeror asserts international ownership. They must provide the owner's NCAGE Code within 90 days of registration.**

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

\*Currently, only one Immediate or Highest-Level Owner may be identified by a CAGE Code. If the offeror has more than one (such as a joint venture) at either level of ownership, they must select only one to report.

**(End of Provision)**

**FAR 52.204-20**

**Predecessor of Offeror**

**(Aug 2020)**

(a) Definitions. As used in this provision--

"Commercial and Government Entity (CAGE) code" means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

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

"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.

(b) The Offeror represents that it  **IS NOT** a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated "is" in paragraph (b) 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: **(blank)**

(or mark "Unknown").

Predecessor legal name: **(blank)**

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

**(End of Provision)**

**FAR 52.204-26**

**Covered Telecommunications Equipment or Services -  
Representation**

**(Oct 2020)**

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause at 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) 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."

(c) Representations.

(1) The Offeror represents 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.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it ,  
⊗ **DOES NOT** use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

FAR 52.209-2

**Prohibition on Contracting with Inverted Domestic Corporations-  
Representation**

(Nov 2015)

(a) Definitions. "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) 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.

(c) Representation. the offeror represents that-

- (1) It ⊗ **IS NOT** an inverted domestic corporation; and
- (2) It ⊗ **IS NOT** a subsidiary of an inverted domestic corporation.

(End of Provision)

FAR 52.209-5

**Certification Regarding Responsibility Matters**

(Aug 2020)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) ⊗ **ARE NOT** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) ⊗ **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 public (Federal, State, or local) 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(if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) ⊗ **ARE NOT** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(D) ⊗ **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

(2) for which the liability remains unsatisfied.

(ii) The Offeror , ⊗ **HAS NOT**, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person

having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(a)

(2) for which the liability remains unsatisfied.

(ii) The Offeror, **✘ HAS NOT**, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**(End of Provision)**

**FAR 52.209-11**

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

**(Feb 2016)**

(a) 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-

(1) 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

(2) 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.

(b) The Offeror represents that-

(1) It  **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

(2) It  **IS NOT** a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

**(End of Provision)**

**FAR 52.212-3**

**Offeror Representations and Certifications - Commercial Items**

**(Nov 2020)**

The NAICS Codes you selected on the Goods and Services page of this registration are listed in the table under 52.212-3(c). Those NAICS Codes for which you are identified as small serve to complete the small business concern representation in 52.212-3(c)(1).

You are certifying to your size status for all the NAICS codes in the table. Please review it carefully. The Y/N answers are located in the "Small Business?" column. A "Y" indicates "Small" and "N" indicates "Other than Small." This status is derived from the SBA's size standards based on the size metrics you entered.

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certifications 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-

"Commercial and Government Entity (CAGE) code" means-

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

"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 for 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.

"Internal confidentiality agreement or statement" means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

"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"-

(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.

"Subcontract" means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

"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 business concern" means a concern which 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"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.

"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.

(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 <https://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 applicable to the NAICS code 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 (u) 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 is to be performed inside the United States or its outlying areas. Check all that apply.

NAICS Code	Name	NAICS Exception	Size Standard	Small Business?
337124	Metal Household Furniture Manufacturing		750	Y
337125	Household Furniture (except Wood and Metal) Manufacturing		750	Y
337127	Institutional Furniture Manufacturing		500	Y

(1) \*Small business concern. The offeror represents as part of its offer that it  **IS** , a small business concern.

(2) \*Veteran-owned small business concern. The offeror represents as part of its offer that it ,  **IS NOT** a veteran-owned small business concern.

(3) \*Service-disabled veteran-owned small business concern. The offeror represents as part of its offer that it ,  **IS NOT** a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. The offeror represents, that it ,  **IS NOT** a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) \*Women-owned small business concern. The offeror represents that it ,  **IS NOT** a women-owned small business concern.

\*Small business concern, Veteran-owned small business concern, Service-disabled veteran-owned small business concern, and Women-owned small business concern size status is calculated based on the Small Business Administration size standard for each NAICS code using the size metrics (e.g. Average Number of Employees and Average Annual Receipts) provided by KEYSTONE RIDGE DESIGNS, INC. in their SAM registration.

(6) \*\*Women-owned small business (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 in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture:] Each WOSB concern 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 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)(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:  
State Eligible Labor Surplus: **(blank)** Civil Jurisdictions Included: **(blank)**

(10) HUBZone small business concern. The offeror represents as part of its offer, that-

(i) It  **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 change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It  **IS NOT** a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(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 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 NOT** participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It  **HAS NOT** filed all required compliance reports.

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

(i) It  has developed and has on file, It  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 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: **(blank)**

(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 FAR52.225-3, 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 Act- 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 as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act": **(blank)**

(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: **(blank)**

(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: **(blank)**

(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: **(blank)**

(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: **(blank)**

(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: **(blank)**

(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 NOT** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) **✘ 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; and



(3) **✘ 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 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

(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 under 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 tax payer 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 II 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 Products	Listed Country of Origin
Bamboo	Burma
Beans (green, soy, yellow)	Burma
Brazil Nuts/Chestnuts	Bolivia
Bricks	Afghanistan, Burma, China, India, Nepal, Pakistan
Carpets	Nepal, Pakistan
Cattle	South Sudan
Cassiterite	Democratic Republic of Congo

Listed End Products	Listed Country of Origin
Coal	Pakistan
Coca (stimulant plant)	Colombia
Cocoa	Cote d'Ivoire, Nigeria
Coffee	Cote d'Ivoire
Coltan	Democratic Republic of Congo
Cotton	Benin, Burkina Faso, China, Tajikistan, Uzbekistan
Cottonseed (hybrid)	India
Diamonds	Sierra Leone
Dried Fish	Bangladesh
Electronics	China
Embroidered Textiles (zari)	India, Nepal
Fish	Ghana
Garments	Argentina, India, Thailand, Vietnam
Gold	Burkina Faso, Democratic Republic of Congo
Granite	Nigeria
Gravel (crushed stones)	Nigeria
Pornography	Russia
Rice	Burma, India, Mali
Rubber	Burma
Shrimp	Thailand
Stones	India, Nepal
Sugarcane	Bolivia, Burma
Teak	Burma
Textiles (hand-woven)	Ethopia
Tilapia (fish)	Ghana
Tobacco	Malawi
Toys	China
Wolframite	Democratic Republic of Congo

(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.

FSC Code	Place Of Manufacture
7105	US
7830	US
7240	US

(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 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 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 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 on file.

\*  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 CFR 1.6049-4;

\*  Other

(5) Common parent.

\*  Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\*  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 NOT** an inverted domestic corporation; and

(ii) It  **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.

(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 \$3,000 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 (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(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 **✘ 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 (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.\*

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

Immediate owner CAGE code: **(blank)**

Immediate owner legal name: **Offeror asserts international ownership. They must provide the owner's NCAGE Code within 90 days of registration.**

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

Is the immediate owner owned or controlled by another entity?  Yes  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: **(blank)**

Highest-level owner legal name: **Offeror asserts international ownership. They must provide the owner's NCAGE Code within 90 days of registration.**

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

\*Currently, only one Immediate or Highest-Level Owner may be identified by a CAGE Code. If the offeror has more than one (such as a joint venture) at either level of ownership, they must select only one to report.

(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 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 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 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: **(blank)**

(or mark "Unknown").

Predecessor legal name: **(blank)**

(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 Web site 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 Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site 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 Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

**(blank)**

(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) 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 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, the offeror represents that it,  **DOES NOT** use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

### **Alternate I (Oct 2014)**

As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of

Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

(End of Provision)

**FAR 52.214-14**

**Place of Performance-Sealed Bidding**

**(Apr 1985)**

(a) The bidder, in the performance of any contract resulting from this solicitation,  **DOES NOT INTEND** [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) of this provision, it shall insert in the spaces provided below the required information:

Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

(End of Provision)

**FAR 52.215-6**

**Place of Performance**

**(Oct 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,  **DOES NOT INTEND** [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

(End of Provision)

**FAR 52.219-1**

**Small Business Program Representations**

**(Nov 2020)**

The NAICS Codes you selected on the Goods and Services page of this registration are listed in the table under 52.219-1(c). Those NAICS Codes for which you are identified as small serve to complete the small business concern representation in 52.219-1(c)(1).

You are certifying to your size status for all the NAICS codes in the table. Please review it carefully. The Y/N answers are located in the "Small Business?" column. A "Y" indicates "Small" and "N" indicates "Other than Small." This status is derived from the SBA's size standards based on the size metrics you entered.

(a) Definitions. As used in this provision-

"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 concern eligible under the WOSB Program.

"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.

"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 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.

"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.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is See Note.\*

(2) The small business size standard is See Note.

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

(c) Representations

NAICS Code	Name	NAICS Exception	Size Standard	Small Business?
337124	Metal Household Furniture Manufacturing		750	Y
337125	Household Furniture (except Wood and Metal) Manufacturing		750	Y
337127	Institutional Furniture Manufacturing		500	Y

(1) \*\* The offeror represents as part of its offer that it  **IS**, a small business concern (see below).

(2) \*\* [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 NOT**, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) \*\* [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 NOT** a women-owned small business concern. (See Below)

(4) \*\* Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer 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)(4)(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 participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) \*\* Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that-

(i) It  is,  is not an EDWOSB 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)(5)(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.

(6) [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 NOT** a veteran-owned small business concern.

(7) **\*\***[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern. (See Below)

\*If you are responding to a Government solicitation for supplies or services under a NAICS code not listed in paragraph (b) of this certification, you must provide this certification directly to the Contracting Officer.

**\*\***Small business concern, Veteran-owned small business concern, Service-disabled veteran-owned small business concern, and Women-owned small business concern size status is calculated based on the Small Business Administration size standard for each NAICS code using the size metrics (e.g. Average Number of Employees and Average Annual Receipts) provided by KEYSTONE RIDGE DESIGNS, INC. in their SAM registration.

(8) [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 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 NOT** a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(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 joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged woman-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, or 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

### **Alternate I (Sept 2015)**

As prescribed in 19.309(a)(2), add the following paragraph (c)(9) to the basic provision:

(9) [Complete if offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.] The offeror shall check the category in which its ownership falls:

- Black American.
- Hispanic American.
- Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- Individual/concern, other than one of the preceding.

**(End of Provision)**

**FAR 52.219-2**

**Equal Low Bids**

**(Oct 1995)**

- (a) This provision applies to small business concerns only
- (b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.
- (c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

**(End of Provision)**

**FAR 52.222-18**

**Certification Regarding Knowledge of Child Labor for Listed End Products**

**(Feb 2001)**

(a) Definition:

"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.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Products	Listed Country of Origin
Bamboo	Burma
Beans (green, soy, yellow)	Burma
Brazil Nuts/Chestnuts	Bolivia
Bricks	Afghanistan, Burma, China, India, Nepal, Pakistan
Carpets	Nepal, Pakistan
Cattle	South Sudan
Cassiterite	Democratic Republic of Congo

Listed End Products	Listed Country of Origin
Coal	Pakistan
Coca (stimulant plant)	Colombia
Cocoa	Cote d'Ivoire, Nigeria
Coffee	Cote d'Ivoire
Coltan	Democratic Republic of Congo
Cotton	Benin, Burkina Faso, China, Tajikistan, Uzbekistan
Cottonseed (hybrid)	India
Diamonds	Sierra Leone
Dried Fish	Bangladesh
Electronics	China
Embroidered Textiles (zari)	India, Nepal
Fish	Ghana
Garments	Argentina, India, Thailand, Vietnam
Gold	Burkina Faso, Democratic Republic of Congo
Granite	Nigeria
Gravel (crushed stones)	Nigeria
Pornography	Russia
Rice	Burma, India, Mali
Rubber	Burma
Shrimp	Thailand
Stones	India, Nepal
Sugarcane	Bolivia, Burma
Teak	Burma
Textiles (hand-woven)	Ethiopia
Tilapia (fish)	Ghana
Tobacco	Malawi
Toys	China
Wolframite	Democratic Republic of Congo

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision

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

(2)  The offeror may supply an end product listed in paragraph (b) 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 such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

**(End of Provision)**

- (a) It  **HAS NOT** participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (b) It  **HAS NOT** filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**(End of Provision)**

**FAR 52.222-25**

**Affirmative Action Compliance**

**(Apr 1984)**

The offeror represents that-

- (a) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It  **HAS NOT** previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**(End of Provision)**

**FAR 52.222-48**

**Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification**

**(May 2014)**

(a) The offeror shall check the following certification:

Certification

The offeror  **DOES NOT CERTIFY** that -

- (1) The items of equipment to be serviced under this contract are used regularly for other than Government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;
- (2) The services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.
  - (i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.
  - (ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror; and
- (3) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract are the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(b) 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. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(c)(3) that the Service Contract Labor Standards statute-

- (1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, in this solicitation will not be included in any resultant contract awarded to this offeror, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision-

(1) The clause in this solicitation at 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, will not be included in any resultant contract awarded to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible, if the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

**(End of Provision)**

**FAR 52.222-52**

**Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification**

**(May 2014)**

(a) The offeror shall check the following certification:

Certification

The offeror  **DOES NOT** certify that -

(1) 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;

(2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;

(3) 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

(4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

(b) 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. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(d)(3) that the Service Contract Labor Standards statute-

(1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements, in this solicitation will not be

included in any resultant contract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision-

(1) The clause of this solicitation at 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements, will not be included in any resultant contract to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible if the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

**(End of Provision)**

**FAR 52.223-4**

**Recovered Material Certification**

**(May 2008)**

KEYSTONE RIDGE DESIGNS, INC. has elected not to complete this provision. Information pertaining to this provision, must be submitted to the Government with individual offers/proposals.

**(End of Provision)**

**FAR 52.223-9**

**Estimate of Percentage of Recovered Material Content for EPA-  
Designated Items (Alternate I)**

**(May 2008)**

KEYSTONE RIDGE DESIGNS, INC. has elected not to complete this provision. Information pertaining to this provision, must be submitted to the Government with individual offers/proposals.

**(End of Provision)**

**FAR 52.223-22**

**Public Disclosure of Greenhouse Gas Emissions and Reduction  
Goals-Representation**

**(Dec 2016)**

As prescribed in 23.804(b), insert the following provision:

Public Disclosure of Greenhouse Gas Emissions and Reduction Goals- Representation (Dec 2016)

(a) This representation shall be completed if the Offeror received \$7.5 million or more in Federal 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.

(b) Representation [Offeror is to check applicable blocks in paragraphs (b)(1) and (2).]

(1) 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 Web site 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.

(2) The Offeror (itself or through its immediate owner or highest-level owner)  does,  does not publicly disclose a quantitative greenhouse emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

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

(c) If the Offeror checked "does" in paragraphs (b)(1) or (b)(2) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:



(blank)

(End of Provision)

**FAR 52.225-2**

**Buy American Certificate**

**(May 2014)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) 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."

(b) Foreign End Products: **(blank)**

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of Provision)

**FAR 52.225-4**

**Buy American-Free Trade Agreements-Israeli Trade Act Certificate**

**(May 2014)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) 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."

(b) 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:"

(c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) 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:

(d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

### **Alternate I (May 2014)**

As prescribed in 25.1101 (b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

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:

### **Alternate II (May 2014)**

As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

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:

### **Alternate III (May 2014)**

As prescribed in 25.1101(b)(2)(iv), substitute the following paragraph (b) for paragraph (b) of the basic provision:

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:

**(End of Provision)**

**FAR 52.225-6**

**Trade Agreements Certificate**

**(May 2014)**

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

(b) The offeror shall list as other end products those supplies that are not U.S.-made, or designated country, end products. Other End Products:

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. 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 those products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

**(End of Provision)**

**FAR 52.226-2**

**Historically Black College or University and Minority Institution Representation**

**(Oct 2014)**

(a) Definitions. As used in this provision-

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2.

"Minority institution" means an institution of higher education meeting the requirements of Section 365(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k), including a Hispanic-serving institution of higher education, as defined in Section 502(a) of the Act (20 U.S.C. 1101a).

(b) Representation. The offeror represents that it-

⊗ **IS NOT** a historically black college or university;

⊗ **IS NOT** a minority institution.

**(End of Provision)**

**KEYSTONE RIDGE DESIGNS, INC.** has elected not to complete this provision. Information pertaining to this provision, must be submitted to the Government with individual offers/proposals.

**(End of Provision)**

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE

09/17/2021

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

KEYSTONE RIDGE DESIGNS, INC.

is duly registered as a Pennsylvania Business Corporation under the laws of the Commonwealth of Pennsylvania and remains subsisting so far as the records of this office show, as of the date herein.

I DO FURTHER CERTIFY THAT this Subsistence Certificate shall not imply that all fees, taxes and penalties owed to the Commonwealth of Pennsylvania are paid.



IN TESTIMONY WHEREOF, I have hereunto set  
my hand and caused the Seal of the Secretary's  
Office to be affixed, the day and year above written

A handwritten signature in cursive script, appearing to read "Veronica W. Desrosiers".

Acting Secretary of the Commonwealth

Certification Number: TSC210917110792-1

Verify this certificate online at <http://www.corporations.pa.gov/orders/verify>



DESIGN | ORIGINALITY | EXPERTISE

# THE KRD ADVANTAGE

Keystone Ridge Designs products are distinctive not only in design but also in their quality, durability and aesthetic appeal. These traits define the Keystone Advantage.

## HAND-CRAFTED IN AMERICA

Keystone Ridge Designs products are welded and powder coated by hand to allow continuous inspection during the manufacturing process. All steel products are fully manufactured with pride in our headquarter facilities in Pennsylvania using American-made raw materials. Our products are covered by United States design patents, are patent pending or are considered Exclusive by Design™ in the quality, craftsmanship and attention to detail that is dedicated to each product.

## CONTINUOUS WELD SEAMS

Each piece of steel is welded together with a continuous inseparable weld seam. This technique strengthens the bond of steel components while smoothing the overall finished appearance and is also a critical element in preventing moisture from causing corrosion. Each seam is rigorously inspected by quality control to ensure product consistency, quality and stability.

## COMMERCIAL-GRADE & RECYCLED MATERIALS

With state-of-the-art equipment and superior, structurally-sound raw materials, our manufacturing process guarantees the utmost in commercial-grade quality. The steel that is used to manufacture our line of steel furnishings is composed of at least 25% recycled content. Certain types of steel bar used may be comprised of up to 100% recycled steel. Also, the aluminum cast ends used on certain bench series are produced from 97-98% recycled aluminum scrap.

## DURABLE PRODUCTS & TIMELESS DESIGNS

Keystone Ridge Designs manufactures durable products that are intended for long-term use and offer an incredible price-to-life ratio. The furnishings are made with commercial-grade materials and manufactured with superior craftsmanship, limiting the need for frequent replacements and extending the product life cycle. Our classic designs transcend fads and consistently complement ever-changing landscapes. Maintenance is as simple as soap and water.



**PICTURED:**  
Atticus 6' Bench with Back

## PROPRIETARY STATEMENT

This document and all information shown hereon are the exclusive property of Keystone Ridge Designs, Inc.® This document is furnished with the express understanding that neither it nor the information on it is to be disclosed or

reproduced in whole or in part, or used in any way, either directly or indirectly, for the benefit of anyone other than Keystone Ridge Designs, Inc.® without its written content.



670 Mercer Road | Butler, PA 16001-1840  
Toll-free: 1-800-284-8208 | Phone: 724-284-1213 | Fax: 724-284-1253  
[www.keystoneridgedesigns.com](http://www.keystoneridgedesigns.com)



DESIGN | ORIGINALITY | EXPERTISE

**THREE-YEAR WARRANTY**

In appreciation of the trust you have placed in our site furnishings, honoring us with the reputation of Design, Originality and Expertise, we proudly warrant our products against material and workmanship defects for THREE YEARS from the date of shipment.

**CLIENT SERVICE EXPERTISE**

Keystone Ridge Designs' representatives ensure client satisfaction from product inquiry to final site placement. Trained consultants offer expertise on product specifications, technical inquiries and project timelines. Be assured that knowledgeable, courteous assistance is handled directly from the manufacturing home office, maintaining a direct flow of information and providing answers on a timely basis.

**KEYSHIELD® POWDER COAT FINISH**

The trademarked KEYSHIELD® finish protects each piece of furniture from chipping, cracking, and UVA damage while providing unparalleled corrosion resistance. Steel products are finished with a two-coat powder coating process applied to a 7-15 mil thickness. Substrate preparation includes sandblasting to a white finish to remove all surface contaminants. The raw product then receives a corrosion-inhibiting phosphate coating prior to the application of the powder coating. The first coat applied to the substrate is zinc rich epoxy powder primer used exclusively on sandblasted parts. The second coat is a colored polyester powder coating. Both coats are electrostatically applied and oven cured according to powder coating manufacturing specifications to create a smooth, satin-like finish and a low-emitting non-porous armor.

**CUSTOM CAPABILITIES**

If you don't see what you have in mind on our website or in our catalog, many of our standard products were inspired by the ideas of our clients. Product customization, signature recognition and 'straight-from-the-drawing-board' designs offer easy solutions to personalize your space. From minor product alterations to completely

new concepts, Keystone Ridge Designs provides countless custom options. Partner with our design team today to create something truly inspired.

**FULLY-ASSEMBLED DELIVERY**

Utilizing the finest packaging materials, each piece is palletized, securely fastened and enveloped with shrink-wrap. A heavy-ply carton secured with a banding strap finishes the package to ensure optimal product protection. In addition, the Keystone Ridge Designs reputation has afforded national contracts with prominent trucking carriers, providing the most cost-effective shipping rates. Upon arrival on-site, products are ready for placement with little or no assembly, saving time and money and providing ultimate stability to avoid damage.

**ENVIRONMENTAL COMMITMENT**

Keystone Ridge Designs' core product line is intended for outdoor use to beautify public spaces and enhance outdoor environments. With such a close connection to the outdoors, Keystone Ridge Designs, Inc.® remains aware of the issues that face the environment and strives to be conscious of how our designs and manufacturing processes can contribute to a greener community. Offering products that innately support LEED® building requirements by their very applications and employing everyday company procedures that support conservation, we at Keystone Ridge Designs continue to implement green initiatives and improve upon our efforts to preserve the environment.

**PROPRIETARY STATEMENT**

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reproduced in whole or in part, or used in any way, either directly or indirectly, for the benefit of anyone other than Keystone Ridge Designs, Inc.® without its written content.



670 Mercer Road | Butler, PA 16001-1840  
Toll-free: 1-800-284-8208 | Phone: 724-284-1213 | Fax: 724-284-1253  
www.keystoneridgedesigns.com

## Tab 5 – Products and Services

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Keystone Ridge Designs is a leading designer and American manufacturer of commercial-grade site furnishings. For over 25 years, we have been transforming public spaces with our unique collection of powder coated steel benches, litter receptacles, bike racks, table sets, bollards, planters and other site amenities.

From classic designs to modern site furniture solutions, our high-quality outdoor furnishings add the perfect finishing touch to parks, shopping centers, city streetscapes, campuses and landscapes nationwide. The Price Proposal attached in Tab 7 lists the products and pricing Keystone Ridge Designs is offering to NCPA. Each product listed can be found on our website or 2021 printed and digital catalog listed below.

Our products ship fully assembled with easy installation instructions provided. In addition, virtually no maintenance is required for our site furnishings to continue to function as needed. For these reasons, we do not offer installation or on-site service of our products. This has never been an issue for any of our clients as they find installation and maintenance to be easily handled on their own or by their contractors.

However, we do have an excellent customer service department that handles any onsite concerns, warranty questions, shipping issues or damage situations that come up with our products after they have shipped. Our customer service force is comprised of responsive individuals fully trained on our complete product line and located at our headquarters in Butler, PA. When repairs or returns are needed and under warranty, we handle the pickup, repairs and re-delivery.









## CREATE SPACE WITH US

For over 25 years as an American manufacturer, we have been developing products that help architects, facility managers, property owners and more to Create Space. To create unique, functional and beautiful public spaces. Today, our outdoor spaces are more important than they have ever been. They are places to heal, to escape, to play, to work, to explore, and to learn. This year's 2021 catalog is here to help you design those places.

Come on in and Create Space With Us.

## 04 OUR STORY

ABOUT US  
OUR MANUFACTURING  
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NEW PRODUCTS  
BENCHES  
RECEPTACLES  
TABLES & CHAIRS  
BICYCLE RACKS  
BOLLARDS

## 44 PRODUCT DETAILS & PRICING INDEX



*Our passion for quality drives us.*

*Our roots in manufacturing inspire us.*

*Our story is rich with pride in what we do  
and how we do it.*

*We are a company guided by core values of  
how to do business, how to treat people and  
how to make great products.*



**OUR  
STORY**

## 25 YEARS OF DESIGN

In September of 2020, we kicked off our 25th anniversary celebration. We can look back over our history of design and take great pride in the progress that we've made and the accomplishments we've achieved. For a quarter of a century, we have been transforming public spaces with our exclusive line of site furnishings. Our patented benches, litter receptacles, table sets, bike racks, recycling container, planters, bollards and other outdoor amenities have made an impact all across the country from downtown streetscapes and parks to shopping centers, schools, office complexes and everything in between.

Following a year like no other, we move forward into the next 25 years with a renewed optimism and passion for our outdoor spaces and the products that make them safe, functional, social and engaging. We will continue to stay in tune with current trends and the changing landscape. We will collaborate. We will research. We will invest. We will learn. We will respond.

25 years of design is just the beginning and our dedication to quality American manufacturing remains at our core.



# HANDCRAFTED IN AMERICA

Our mission is simple – to deliver excellence in all that we do. And at the heart of it all is manufacturing. Starting with regionally sourced raw materials and going through the processes of cutting, bending, welding, grinding, sandblasting, finishing and

packaging - the entire manufacturing process of Keystone Ridge Designs products is done by our skilled employees in Butler, Pennsylvania. "Made in the USA" is not just a sticker to slap on a product, it is a quality commitment to uphold and a reputation to protect.







## COMMERCIAL-GRADE RECYCLED MATERIALS

With state-of-the-art equipment and regionally-sourced, structurally-sound raw materials, our manufacturing process guarantees the utmost in commercial-grade site furniture. With steel and aluminum components ranging from 25% to 100% recycled content, we actively support LEED and green building initiatives.

## ATTENTIVE CUSTOMER SERVICE

We aim for client satisfaction from product inquiry to final site placement and beyond. Be assured that knowledgeable, courteous customer service is handled directly from our headquarters, maintaining a direct flow of information and timely assistance.

## THREE-YEAR WARRANTY

To back our commitment to quality manufacturing and product durability, we proudly warrant our site furnishings against material and workmanship defects for three years from the date of shipment.

## FULL WELD SEAMS

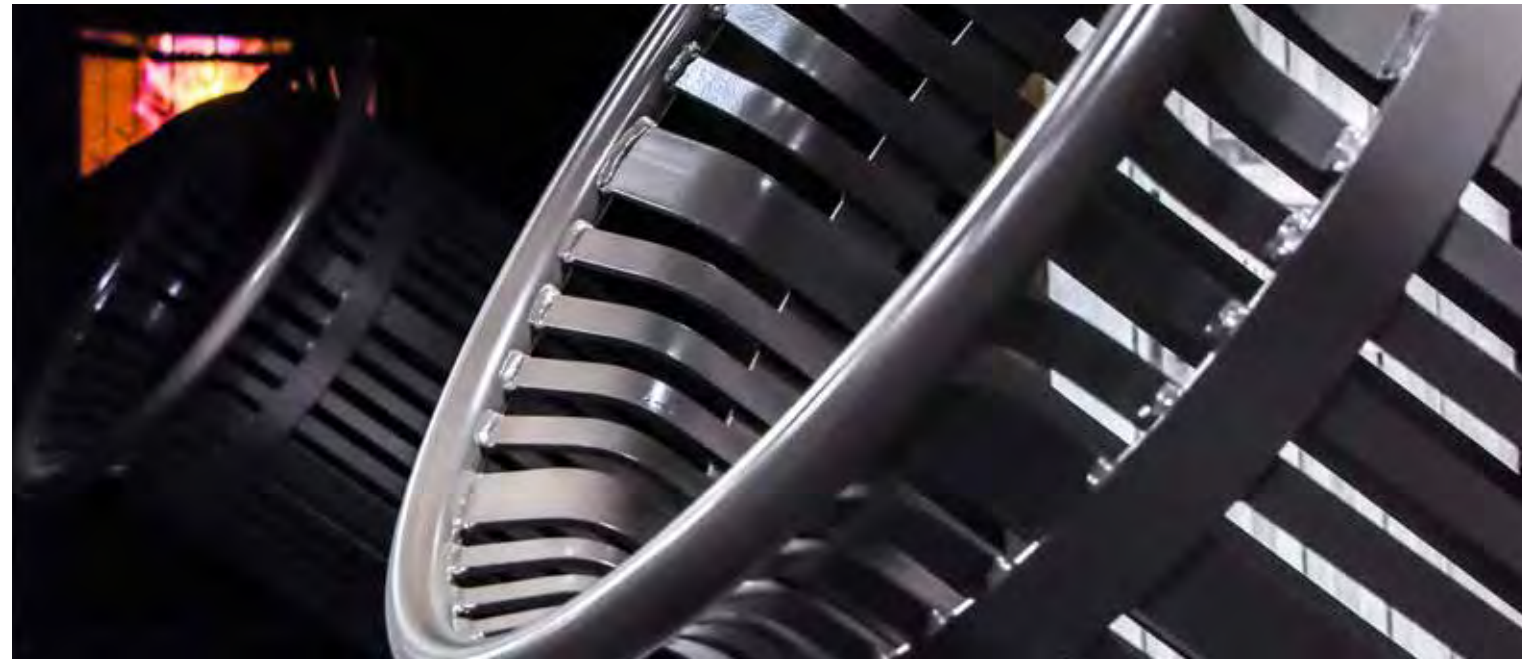
Each piece of steel is welded together with a continuous inseparable weld seam. This technique strengthens the bond of steel components while smoothing the overall finished appearance and preventing corrosion.



## POWDER COAT FINISH

Our in-house powder coating system involves advanced levels of preparation and coating. This trademarked KEYSHIELD® finish protects each piece of site furniture from chipping, cracking, and UVA damage while providing unparalleled corrosion resistance.

Coated to a 7-15 mil thickness and oven-cured according to powder coating manufacturing specifications, each piece of furniture receives a smooth, satin-like finish and a low-emitting non-porous armor.



## ANTI-MICROBIAL FINISH

To help further protect your products and the environment they are in, we also offer an anti-microbial powder coat finish that helps in preventing the growth of pathogens including bacteria, mold and fungus. This silver ion additive is provided as a standard in our Gloss Black finish. Additional colors are available upon request.

## KEYSHIELDART™

We take powder coating to new levels of innovation with our proprietary KeyshieldArt™ process. By fusing high-definition imagery into our durable powder coat process, we can create furnishings with custom patterns, logos or photographs. Our wood-grain aluminum KeyshieldArt™ slats create the look of wood with the durability of metal.



## ALTERNATIVE MATERIALS

While we specialize in powder coated steel, we also recognize the importance of different materials to achieve visual and functional requirements. With our customization capabilities, we are equally capable of creating products with materials such as recycled plastic, sustainable hardwood, aluminum and stainless steel.

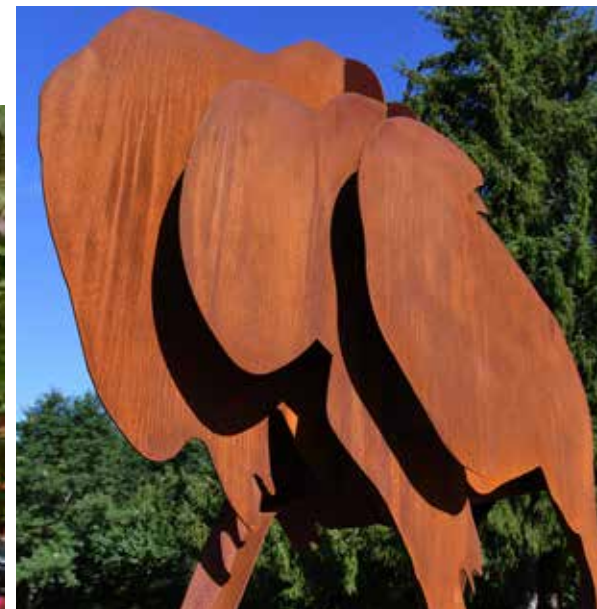




## CUSTOMIZATION

Our made-to-order manufacturing allows us to embrace opportunities to customize our furnishings. If you don't see what you have in mind on our website or in our catalog, know that Keystone Ridge Designs still has you covered. From minor product alterations to completely new concepts, we offer countless custom site furniture solutions.

Consider custom curves, unique sizes, bold colors, alternative materials, laser cut logos, memorial plaques and more. We are equipped with the materials, facilities, flexibility and know-how to adapt, innovate and create unique site furniture solutions for the changing needs of public space management.







## PLAQUES

One of our most popular and often meaningful customizations is the simple addition of a cast bronze plaque. Encourage fundraising and community involvement by offering sponsorships, memorials and dedications on site furnishings. Choose from standard sizes or create a custom concept to showcase your message or commemorate an individual.





*Site furnishings add the finishing touch to a landscape setting. When the right product blends seamlessly into the right environment, true design occurs.*

*Whether your vision is for a modern urban appeal or a traditional approach, browse this section to be inspired by our different product categories and the distinctive spaces they help to create.*



# INSPIRATION GALLERY





Enzo  
[57]



Mango  
[60]

## NEW PRODUCTS

How we interact with nature is changing and the importance of accessible outdoor spaces has been at the forefront. Our new solutions help to inspire and promote public wellness and encourage open-air comfort. Modern outdoor dining table options, lightweight movable chairs and social lounge seating help you consider new ways to adapt public spaces.



Mira  
[59]



Preston  
[60]



## BENCHES

Sit down, relax, and enjoy the beautiful design and durability of a Keystone Ridge Designs bench. Whether sitting outside in the park, taking a rest at the mall, lounging in your own backyard, or improving a city streetscape, consider the seating possibilities of our many patented bench designs and other placemaking alternatives.



*Reading*  
[46]



*Pullman*  
[46]



*Everett*  
[47]





Carson  
[47]



Creekview  
[47]



Exeter  
[49]



Schenley  
[46]



McConnell  
[49]



Lamplighter  
[46]





Jackson  
[49]



Midtown  
[48]



Pullenium  
[see website]



Valant  
[47]



Atticus/Exeter  
[49]



Bessemer  
[46]





Everett  
[51]



Harmony  
[50]

## LITTER RECEPTACLES

Our commercial litter receptacles are not just your average trash can. Made from durable, powder coated steel, each individual litter receptacle can withstand the daily abuse it is given and maintain its original luster. A wide selection of lid options allows the receptacles to be customized to any unique application or converted into a planter.



Midtown  
[50]





Galleria  
[51]



McConnell  
[51]



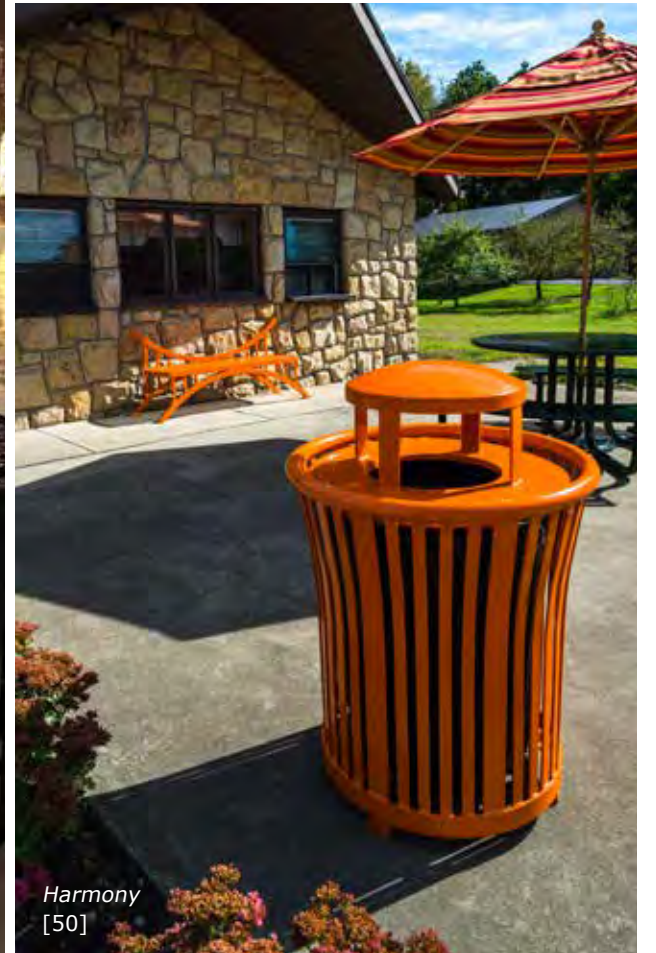
Carson  
[51]



Reading  
[50]



Penn  
[54]



Harmony  
[50]



## RECYCLING CONTAINERS

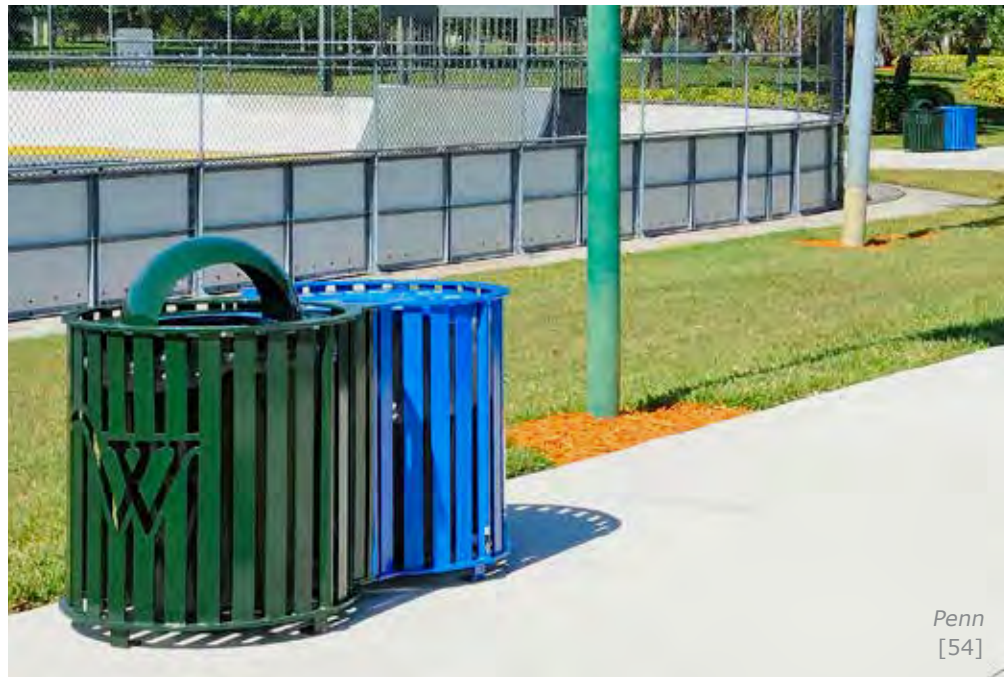
Encourage clean streets and execute a public recycling initiative with our custom-made recycling containers. Suitable for both indoor and outdoor usage, you can choose from a variety of lid options and decals to determine the specific function of these versatile receptacles.



Midtown  
[50]



Midtown  
[54]



Penn  
[54]



Midtown  
[55]



Penn  
[55]



Harmony  
[55]

## ASH RECEPTACLES

A necessity in public space design, Keystone Ridge Designs ash urns are the perfect way to dispose of cigarette butts. Their compact design takes up minimal space on public walkways or outside of businesses to stop smoking at the door.





Creekview  
[56]

## TABLE SETS

Whether indoor, outdoor, private or commercial, we can provide diverse table options ranging from dining tables for food courts or schools to game tables for public parks. Our vast line of tables and chairs includes bistro sets, courtyard seating, bar height tables, round and square table tops, tables with or without umbrella holes, picnic tables and ADA accessible options.



Sienna  
[58]



Courtyard  
[58]





Breakwater  
[56]



Custom Reading  
[see website]



Penn  
[56]



Hapsburg  
[57]



Weston  
[58]





Schenley  
[56]



Easton  
[56]



Enzo  
[57]

## SITE INNOVATIONS

To facilitate the mobile nature of how people live, work, gather and interact, sometimes you need to think outside the bench to re-invent seating possibilities and spacing. Leaning rails, standing-height counters and lounge chairs challenge the norm in commercial site furniture solutions.



Creekview  
[58]



Loma  
[59]

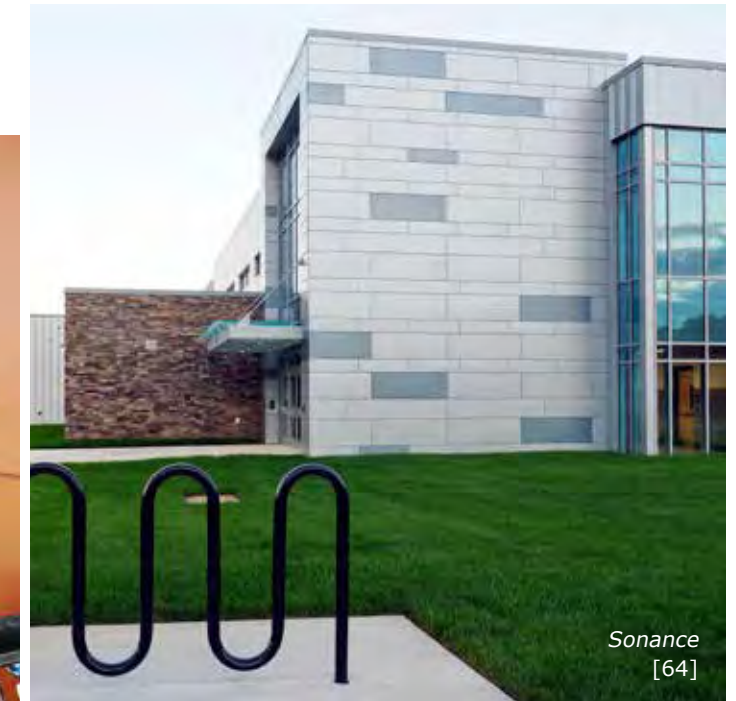


Penn  
[49]



# BICYCLE RACKS

Bicyclists, pedestrians, and businesses alike will benefit from the durability, functionality, and safety that accompany a Keystone Ridge Designs bike rack. With creative shapes and artistic designs, promote alternate transportation with our bicycle storage solutions. Customize with laser cut images and logos to add your own personalization or bike rack branding.







*Bellevue*  
[62]

## BOLLARDS

A steel bollard is a simple and tasteful way to designate boundaries, implement a safety feature or create a deterrent. Options such as permanent, removable, loop, chain, straight, and angled are available to create perimeter security with aesthetic appeal.



*Harbor*  
[63]



*Grove*  
[62]



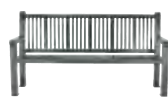








*The durability of our products offers a price-to-life ratio that is unmatched in the industry. As the direct manufacturer, we maintain an up front and honest pricing philosophy.*







*The following charts present a quick reference of our primary products, part numbers, sizes and 2021 prices. For additional products, resources, specifications and pricing, visit [www.keystoneridgedesigns.com](http://www.keystoneridgedesigns.com).*

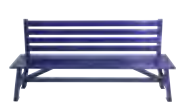





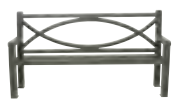








# **PRODUCT DETAILS & PRICING INDEX**

# BENCHES

	RE24	Reading Bench with Back	4 ft.	\$1,320	<i>Reading Bench with Back is covered by Patent No. Des. D376,270. Available as a Designs In Time™ Quick Ship; see page 66.</i>
	RE25	Reading Bench with Back	5 ft.	\$1,400	
	RE26	Reading Bench with Back	6 ft.	\$1,475	
	RE28	Reading Bench with Back	8 ft.	\$1,800	
	RE14	Reading Flat Bench	4 ft.	\$1,035	
	RE16	Reading Flat Bench	6 ft.	\$1,145	
	RE18	Reading Flat Bench	8 ft.	\$1,310	
	P24	Pullman Bench with Back	4 ft.	\$1,015	<i>Available as a Designs In Time™ Quick Ship; see page 66.</i>
	P26	Pullman Bench with Back	6 ft.	\$1,055	
	P28	Pullman Bench with Back	8 ft.	\$1,250	
	P14	Pullman Flat Bench	4 ft.	\$695	
	P16	Pullman Flat Bench	6 ft.	\$760	
	P18	Pullman Flat Bench	8 ft.	\$890	
	SC24	Schenley Bench with Back	4 ft.	\$1,365	<i>Schenley bench and cast end designs are covered by Patent No. Des. D629,233. Available with steel slats, steel rods, Ipe hardwood slats, or recycled plastic slats. Available as a Designs In Time™ Quick Ship; see page 66.</i>
	SC26	Schenley Bench with Back	6 ft.	\$1,445	
	SC28	Schenley Bench with Back	8 ft.	\$1,575	
	SC14	Schenley Flat Bench	4 ft.	\$1,275	<i>Bench ends are made of cast aluminum. Available with steel slats, steel rods, Ipe hardwood slats, or recycled plastic slats.</i>
	SC16	Schenley Flat Bench	6 ft.	\$1,325	
	SC18	Schenley Flat Bench	8 ft.	\$1,445	
	L24	Lamplighter Bench with Back	4 ft.	\$1,510	<i>Lamplighter bench ends are made of cast aluminum. Embossed nameplate customization available; one time fee applies.</i>
	L26	Lamplighter Bench with Back	6 ft.	\$1,595	
	L28	Lamplighter Bench with Back	8 ft.	\$1,760	
	L14	Lamplighter Flat Bench	4 ft.	\$1,280	<i>Bench ends are made of cast aluminum. Embossed nameplate customization available; one time fee applies.</i>
	L16	Lamplighter Flat Bench	6 ft.	\$1,350	
	L18	Lamplighter Flat Bench	8 ft.	\$1,510	
	BE24	Bessemer Bench with Back	4 ft.	\$1,060	
	BE26	Bessemer Bench with Back	6 ft.	\$1,095	
	BE28	Bessemer Bench with Back	8 ft.	\$1,300	









	CS24	Carson Bench with Back	4 ft.	\$1,235	<i>Carson Bench with Back is covered by Patent No. Des. D854,346. Bench must be securely bolted down per manufacturer's specifications to ensure safety, stability, and warranty.</i>
	CS26	Carson Bench with Back	6 ft.	\$1,340	
	CS28	Carson Bench with Back	8 ft.	\$1,450	
	CS14	Carson Flat Bench	4 ft.	\$1,105	<i>Bench must be securely bolted down per manufacturer's specifications to ensure safety, stability, and warranty.</i>
	CS16	Carson Flat Bench	6 ft.	\$1,205	
	CS18	Carson Flat Bench	8 ft.	\$1,315	
	CSL4	Carson Leaning Rail	4 ft.	\$630	<i>Leaning Rail must be securely bolted down per manufacturer's specifications to ensure safety, stability, and warranty.</i>
	CSL6	Carson Leaning Rail	6 ft.	\$690	
	CSL8	Carson Leaning Rail	8 ft.	\$765	
	CW24-KSA	Creekview Bench with Back and KeyshieldArt™ slats	4 ft.	\$1,595	<i>Creekview Bench with Back is patent pending. Bench must be securely bolted down per manufacturer's specifications to ensure safety, stability, and warranty. Available with steel slats, Ipe hardwood slats, or KeyshieldArt™.</i>
	CW26-KSA	Creekview Bench with Back and KeyshieldArt™ slats	6 ft.	\$1,705	
	CW28-KSA	Creekview Bench with Back and KeyshieldArt™ slats	8 ft.	\$1,825	
	CW14-KSA	Creekview Flat Bench and KeyshieldArt™ slats	4 ft.	\$1,325	<i>Bench must be securely bolted down per manufacturer's specifications to ensure safety, stability, and warranty. Available with steel slats, Ipe hardwood slats, or KeyshieldArt™.</i>
	CW16-KSA	Creekview Flat Bench and KeyshieldArt™ slats	6 ft.	\$1,455	
	CW18-KSA	Creekview Flat Bench and KeyshieldArt™ slats	8 ft.	\$1,535	
	EV24	Everett Bench with Back	4 ft.	\$1,285	<i>Everett Bench with Back is covered by Patent No. Des. D794,971. Bench ends are made of cast aluminum.</i>
	EV26	Everett Bench with Back	6 ft.	\$1,355	
	EV28	Everett Bench with Back	8 ft.	\$1,480	
	EV14	Everett Flat Bench	4 ft.	\$1,195	<i>Bench ends are made of cast aluminum.</i>
	EV16	Everett Flat Bench	6 ft.	\$1,245	
	EV18	Everett Flat Bench	8 ft.	\$1,355	
	VT14	Volant Flat Bench	4 ft.	\$1,140	<i>Volant Flat Bench is available with steel slats, Ipe hardwood slats, or recycled plastic slats. Bench must be securely bolted down per manufacturer's specifications to ensure safety, stability, and warranty.</i>
	VT16	Volant Flat Bench	6 ft.	\$1,200	
	VT18	Volant Flat Bench	8 ft.	\$1,325	
	PZ14-IPE	Plaza Planter Bench	4 ft.	\$1,370	<i>Customize planter with steel slats, Ipe hardwood slats, or laser cut logo.</i>
	PZ16-IPE	Plaza Planter Bench	6 ft.	\$1,490	
	PZ18-IPE	Plaza Planter Bench	8 ft.	\$1,605	

	BW24	Breakwater Bench with Back	4 ft.	\$1,250	<i>Breakwater benches are covered by Patent No. Des. D465,936.</i>
	BW26	Breakwater Bench with Back	6 ft.	\$1,385	
	BW28	Breakwater Bench with Back	8 ft.	\$1,550	
	BW14	Breakwater Flat Bench	4 ft.	\$1,090	<i>Breakwater benches are covered by Patent No. Des. D465,936.</i>
	BW16	Breakwater Flat Bench	6 ft.	\$1,160	
	BW18	Breakwater Flat Bench	8 ft.	\$1,320	
	MT24	Midtown Bench with Back	4 ft.	\$1,275	<i>Midtown Bench with Back is covered by Patent No. Des. D457,742.</i>
	MT26	Midtown Bench with Back	6 ft.	\$1,385	
	MT28	Midtown Bench with Back	8 ft.	\$1,560	
	MT14	Midtown Flat Bench	4 ft.	\$945	
	MT16	Midtown Flat Bench	6 ft.	\$985	
	MT18	Midtown Flat Bench	8 ft.	\$1,145	
	AT24	Atlanta Bench with Back	4 ft.	\$1,345	<i>Atlanta Bench with Back is covered by Patent No. Des. D372,133.</i>
	AT26	Atlanta Bench with Back	6 ft.	\$1,450	
	AT28	Atlanta Bench with Back	8 ft.	\$1,625	
	TH24	Thendara Bench with Back	4 ft.	\$1,280	<i>Thendara Bench with Back is covered by Patent No. Des. D466,318.</i>
	TH26	Thendara Bench with Back	6 ft.	\$1,410	
	TH28	Thendara Bench with Back	8 ft.	\$1,560	
	AR24	Artisan Bench with Back	4 ft.	\$1,415	<i>Artisan Bench with Back is covered by Patent No. Des. D406,701.</i>
	AR25	Artisan Bench with Back	5 ft.	\$1,445	
	AR26	Artisan Bench with Back	6 ft.	\$1,520	
	AR28	Artisan Bench with Back	8 ft.	\$1,775	
	Y24	Yuma Bench with Back	4 ft.	\$1,345	<i>Yuma Bench with Back is covered by Patent No. Des. D380,313.</i>
	Y26	Yuma Bench with Back	6 ft.	\$1,430	
	Y28	Yuma Bench with Back	8 ft.	\$1,575	
	AG24	Augustine Bench with Back	4 ft.	\$1,620	<i>Augustine benches and / or elements of bench designs are covered by one or more of the following: Patent No. Des. D465,679; D465,952; D466,729; D467,104. Bench ends are made of cast aluminum.</i>
	AG26	Augustine Bench with Back	6 ft.	\$1,695	
	AG28	Augustine Bench with Back	8 ft.	\$1,875	

	PN24	Penn Bench with Back	4 ft.	\$1,015	<i>Penn Bench with Back is available with Ipe hardwood slats or recycled plastic slats. Bench must be securely bolted down per manufacturer's specifications to ensure safety, stability, and warranty.</i>
	PN26	Penn Bench with Back	6 ft.	\$1,140	
	PN28	Penn Bench with Back	8 ft.	\$1,270	
	PN14	Penn Flat Bench	4 ft.	\$765	<i>Penn Flat Bench is available with Ipe hardwood slats or recycled plastic slats. Bench must be securely bolted down per manufacturer's specifications to ensure safety, stability, and warranty.</i>
	PN16	Penn Flat Bench	6 ft.	\$890	
	PN18	Penn Flat Bench	8 ft.	\$1,015	
	PNL4	Penn Leaning Rail	4 ft.	\$670	<i>Penn Leaning Rail is available with Ipe hardwood slats or recycled plastic slats. Leaning Rail must be securely bolted down per manufacturer's specifications to ensure safety, stability, and warranty.</i>
	PNL6	Penn Leaning Rail	6 ft.	\$740	
	PNL8	Penn Leaning Rail	8 ft.	\$815	
	MC24	McConnell Bench with Back	4 ft.	\$1,320	<i>McConnell Bench with Back is covered by Patent No. Des. D413,449.</i>
	MC26	McConnell Bench with Back	6 ft.	\$1,450	
	MC28	McConnell Bench with Back	8 ft.	\$1,620	
	EX24	Exeter Bench with Back	4 ft.	\$1,360	<i>Exeter Bench with Back is covered by Patent No. Des. D446,399.</i>
	EX26	Exeter Bench with Back	6 ft.	\$1,475	
	EX28	Exeter Bench with Back	8 ft.	\$1,650	
	SI24	Sienna Bench with Back	4 ft.	\$1,210	
	SI26	Sienna Bench with Back	6 ft.	\$1,320	
	SI28	Sienna Bench with Back	8 ft.	\$1,490	
	JK24	Jackson Bench with Back	4 ft.	\$1,310	
	JK26	Jackson Bench with Back	6 ft.	\$1,425	
	JK28	Jackson Bench with Back	8 ft.	\$1,545	
	RB24	Robinson Bench with Back	4 ft.	\$1,560	<i>Robinson Bench with Back is available with steel slats, Ipe hardwood slats, or recycled plastic slats.</i>
	RB26	Robinson Bench with Back	6 ft.	\$1,640	
	RB28	Robinson Bench with Back	8 ft.	\$1,825	
	RD24	Rosedale Bench with Back	4 ft.	\$1,745	<i>Rosedale Bench with Back utilizes our patented KeyshieldArt™ process to create the look of traditional wood slats and the durability of powder coated metal.</i>
	RD26	Rosedale Bench with Back	6 ft.	\$1,825	
	RD28	Rosedale Bench with Back	8 ft.	\$1,980	






# LITTER RECEPTACLES

	HIII-22	Harmony Litter Receptacle	22 gal.	\$635	<i>Available as a Designs In Time™ Quick Ship; see page 66.</i>
	HIII-32	Harmony Litter Receptacle	32 gal.	\$725	
	HIII-38	Harmony Litter Receptacle	38 gal.	\$800	
	HIID-32	Harmony Litter Receptacle with Door	32 gal.	\$1,080	<i>Door has a self-latching hinge system. Padlock tabs are available upon request for an additional \$25.</i>
	HIID-38	Harmony Litter Receptacle with Door	38 gal.	\$1,115	
	MT3-22	Midtown Litter Receptacle	22 gal.	\$800	<i>Available as a Designs In Time™ Quick Ship; see page 66.</i>
	MT3-32	Midtown Litter Receptacle	32 gal.	\$955	
	MT3-38	Midtown Litter Receptacle	38 gal.	\$1,025	
	MT3D-22	Midtown Litter Receptacle with Door	22 gal.	\$1,125	<i>Door has a self-latching hinge system. Padlock tabs are available upon request for an additional \$25.</i>
	MT3D-32	Midtown Litter Receptacle with Door	32 gal.	\$1,285	
	MT3D-38	Midtown Litter Receptacle with Door	38 gal.	\$1,355	
	PN3-10	Penn Litter Receptacle	10 gal.	\$620	
	PN3-22	Penn Litter Receptacle	22 gal.	\$835	
	PN3-32	Penn Litter Receptacle	32 gal.	\$925	
	PN3-38	Penn Litter Receptacle	38 gal.	\$1,000	
	RE3-22	Reading Litter Receptacle	22 gal.	\$890	<i>Available as a Designs In Time™ Quick Ship; see page 66.</i>
	RE3-32	Reading Litter Receptacle	32 gal.	\$955	
	RE3-38	Reading Litter Receptacle	38 gal.	\$1,015	
	RE3D-22	Reading Litter Receptacle with Door	22 gal.	\$1,115	<i>Door has a self-latching hinge system. Padlock tabs are available upon request for an additional \$25.</i>
	RE3D-32	Reading Litter Receptacle with Door	32 gal.	\$1,175	
	RE3D-38	Reading Litter Receptacle with Door	38 gal.	\$1,240	
	RE3SQ-22	Reading Square Litter Receptacle	22 gal.	\$1,240	
	RE3SQ-32	Reading Square Litter Receptacle	32 gal.	\$1,290	
	RE3SQ-38	Reading Square Litter Receptacle	38 gal.	\$1,350	

Litter receptacle prices include standard KEYSHIELD™ color choice, matching flat lid with anti-theft lanyard, commercial grade plastic liner, and elevated or adjustable legs.

All litter receptacle styles are also available as planters.

Convert any of our standard litter receptacles into recycling containers by adding custom lids; see page 54.

	AT3-22	Atlanta Litter Receptacle	22 gal.	\$775	
	AT3-32	Atlanta Litter Receptacle	32 gal.	\$940	
	AT3-38	Atlanta Litter Receptacle	38 gal.	\$1,000	
	BA3-22	Basket Litter Receptacle	22 gal.	\$570	
	BA3-32	Basket Litter Receptacle	32 gal.	\$665	
	MC3-22	McConnell Litter Receptacle	22 gal.	\$1,320	<i>McConnell Litter Receptacle is covered by Patent No. Des. D421,824.</i>
	MC3-32	McConnell Litter Receptacle	32 gal.	\$1,400	
	MC3-38	McConnell Litter Receptacle	38 gal.	\$1,460	
	GA3T-32	Galleria Tray Top Litter Receptacle	32 gal.	\$1,510	<i>Door has a self-latching hinge system. Padlock tabs are available upon request for an additional \$25.</i>
	GA3T-38	Galleria Tray Top Litter Receptacle	38 gal.	\$1,585	
	JK3-22	Jackson Litter Receptacle	22 gal.	\$635	
	JK3-32	Jackson Litter Receptacle	32 gal.	\$725	
	JK3-38	Jackson Litter Receptacle	38 gal.	\$800	
	CW3-32-KSA	Creekview Litter Receptacle with KeyshieldArt™ slats	32 gal.	\$1,570	<i>Door has a self-latching hinge system. Padlock tabs are available upon request for an additional \$25.</i>
	EV3-24	Everett Litter Receptacle	24 gal.	\$1,400	<i>Doors have a self-latching hinge system. Padlock tabs are available upon request for an additional \$25.</i>
	EV3-32	Everett Litter Receptacle	32 gal.	\$1,510	
	CS3-32	Carson Litter, Recycling, or Compost Receptacles	32 gal.	\$1,190	<i>Door has a self-latching hinge system. Padlock tabs are available upon request for an additional \$25. Carson Litter Receptacle can be customized with signage using our KeyshieldArt™ process. Additional fee applies.</i>
		<i>Price does not include additional KeyshieldArt™ fee.</i>			
		Trash, Recycling, or Compost KeyshieldArt™ Signage		\$80	

Litter receptacle prices include standard KEYSHIELD® color choice, matching flat lid with anti-theft lanyard, commercial grade plastic liner, and elevated or adjustable legs.

All litter receptacle styles are also available as planters.

Convert any of our standard litter receptacles into recycling containers by adding custom lids; see page 54.

## LID OPTIONS

	FL	Flat Lid	--	A Flat Lid is included with the purchase of any litter receptacle.
	FL-R	Replacement Flat Lid	\$95	
	PB	18" Oversized Flat Lid; 32 and 38 gallon receptacles only	add \$60	
	AM	Ash Moat Lid; white or black ash fill	add \$95	
	AM-R	Replacement Ash Moat Lid; white or black ash fill	\$185	
	DL	Dome Lid	add \$130	
	DL-R	Replacement Dome Lid	\$225	
	AD	Ash Dome Lid	add \$170	
	AD-R	Replacement Ash Dome Lid	\$265	
	EL	Elevated Lid	add \$130	
	EL-R	Replacement Elevated Lid	\$225	
	EA	Elevated Ash Lid	add \$170	
	EA-R	Replacement Elevated Ash Lid	\$265	
	TD	Dome Lid with Galvanized Door	add \$195	
	TD-R	Replacement Dome Lid with Galvanized Door	\$285	









*Pricing reflects differences for optional lids purchased with a litter receptacle and those purchased separately as a replacement without a litter receptacle.*

## LID DECALS

	Standard Trash Decal for Flat Lid	add \$50
	Standard Recycle Decal for Flat Lid	add \$50
	Standard Compost Decal for Flat Lid	add \$50
	Standard Decal for Recycle and Litter Split Lid	add \$50
	Standard Trash Decal for Dome and Elevated Lids	add \$50
	Standard Recycle Decal for Dome and Elevated Lids	add \$50
	Standard Compost Decal for Dome and Elevated Lids	add \$50

*Choose from the options above or submit your own design for a custom lid graphic. Additional artwork fees may apply.*

# RECYCLING OPTIONS

	PN3-32DRT	Penn Dual Recycle and Litter Receptacle	32 gal.	\$1,640	Dual Recycle and Litter Receptacles come standard with one flat lid and one Nantucket Blue recycle lid.
	HIII-32DRT	Harmony Dual Recycle and Litter Receptacle	32 gal.	\$1,730	Dual Recycle and Litter Receptacles come standard with one flat lid and one Nantucket Blue recycle lid.
	MT3-32DRT	Midtown Dual Recycle and Litter Receptacle	32 gal.	\$1,710	Dual Recycle and Litter Receptacles come standard with one flat lid and one Nantucket Blue recycle lid.
	MT3D-32DRT	Midtown Dual Recycle and Litter Receptacle with Doors	32 gal.	\$2,165	
	CS3-32	Carson Litter, Recycling, or Compost Receptacles	32 gal.	\$1,190 ea.	Door has a self-latching hinge system. Padlock tabs are available upon request for an additional \$25. Carson Receptacles can be customized with signage using our KeyshieldArt™ process. Additional fee applies.
		Trash, Recycling, or Compost KeyshieldArt™ Signage		\$80	
	MT3-32RTS	Midtown Split Recycle and Litter Receptacle	32 gal.	\$1,140	
	RTS	Recycle and Litter Split Lid with lid graphics		add \$105	
	RTS-R	Replacement Split Lid		\$195	
	RF	Recycle Flat Lid		add \$50	
	RFB	Recycle Flat Lid with Baffle		add \$135	

Convert any of our standard litter receptacles into recycling containers by adding custom lids.  
Add graphics to any lid for \$45.

# ASH RECEPTACLES









	PN5	Penn Ash Tower	1 qt.	\$485	Penn Ash Tower allows cigarettes to drop into the removable and lockable container for inconspicuous disposal.
	PN5E	Penn Ash Tower; bury extension	1 qt.	\$530	
	MT5	Midtown Ash Receptacle	--	\$610	
	MTA5	Midtown Ash / Trash Receptacle	3 1/2 gal.	\$745	
	AT5	Atlanta Ash Receptacle	--	\$610	Atlanta Ash / Trash Receptacle is covered by Patent No. Des. D459,563.
	ATA5	Atlanta Ash / Trash Receptacle	3 1/2 gal.	\$795	
	HIII-5	Harmony Ash Receptacle	--	\$530	
	MC5	McConnell Ash Receptacle	--	\$690	McConnell Ash and Ash / Trash Receptacles are covered by Patent No. Des. D423,166; D457,701.
	MCA5	McConnell Ash / Trash Receptacle	7 gal.	\$855	
	P5	Pullman Ash Receptacle	--	\$575	
	TI5	Tipster Ash Tower; wall or receptacle mount	--	\$225	Tipster Ash Tower is a swivel-mounted unit that stays secure to the wall or a litter receptacle even while emptying.
		Shown with PN3-10.			

Ash / Trash receptacle prices include standard KEYSHIELD® color choice, stainless steel ash insert with anti-theft lanyard, a commercial grade plastic liner, and elevated or adjustable legs.









# TABLE SETS

	EA6-2RD	Easton Round Table and Seats with Back; 4 seats	40 in. top	\$2,715	<i>Easton Table Set is available in an ADA accessible option and is available with or without umbrella hole. Some assembly required.</i>
	EA6-2RD-5	Easton Round Table and Seats with Back; 5 seats	48 in. top	\$3,175	
	EA6-2RD-6	Easton Round Table and Seats with Back; 6 seats	60 in. top	\$3,300	
	EA6-2SQ	Easton Square Table and Seats with Back	40 in. top	\$2,715	<i>Easton Table Set is available in an ADA accessible option and is available with or without umbrella hole. Some assembly required.</i>
	EA6-1SQ	Easton Square Table and Flat Seats	40 in. top	\$2,565	
	SC6-2RD	Schenley Table Set and Seats with Back	40 in. top	\$2,855	<i>Schenley Table Set is available in an ADA accessible option and is available with or without umbrella hole. Some assembly required. Table Set is covered by Patent No. Des. D818,296.</i>
	SC6-1RD	Schenley Table Set and Flat Seats	40 in. top	\$2,710	
	CW6-2SQ	Creekview Table Set and Seats with Back	40 in. top	\$3,105	<i>Creekview Table Set is available in an ADA accessible option and is available with or without umbrella hole. Some assembly required.</i>
	CW6-2SQ-KSA	Creekview Table Set and Seats with Back and KeyshieldArt™ slats	40 in. top	\$3,445	
	PN6CU-1-40	Penn Table Set and Curved Flat Seats	40 in. top	\$2,915	<i>Penn Table Set is available in an ADA accessible option and is available with or without umbrella hole. Some assembly required.</i>
	PN6CU-1-60	Penn Table Set and Curved Flat Seats	60 in. top	\$3,145	
	PN6-2	Penn Round Table Set and Seats with Back	40 in. top	\$2,855	<i>Penn Table Set is available in an ADA accessible option and is available with or without umbrella hole. Some assembly required.</i>
	PN6-1	Penn Round Table Set and Flat Seats	40 in. top	\$2,695	
	BWH-6	Breakwater Harvest Table	6 ft.	\$1,310	<i>Breakwater Harvest Table is available in an ADA accessible option. Bench seats sold separately; see page 48 for pricing.</i>
	BWH-8	Breakwater Harvest Table	8 ft.	\$1,465	
	BW6-4	Breakwater Picnic Table	4 ft.	\$2,545	<i>Breakwater Picnic Table is available in a kid-sized version; see website for this and other children's furniture.</i>
	BW6-6	Breakwater Picnic Table	6 ft.	\$2,965	
	BW6-8	Breakwater Picnic Table	8 ft.	\$3,370	

	HP6-2SQ	Hapsburg Square Table and Seats with Back	40 in. top	\$2,960	<i>Hapsburg Table Set is available in an ADA accessible option and is available with or without umbrella hole. Some assembly required.</i>
	HP6-2RD	Hapsburg Round Table and Seats with Back	40 in. top	\$2,960	
	HP6-1SQ	Hapsburg Square Table and Flat Seats	40 in. top	\$2,810	<i>Hapsburg Table Set is available in an ADA accessible option and is available with or without umbrella hole. Some assembly required.</i>
	HP6-1RD	Hapsburg Round Table and Flat Seats	40 in. top	\$2,810	
	HP6-2SQ-3	Hapsburg ADA Square Table and Seats with Back	40 in. top	\$2,665	<i>Hapsburg ADA Table Set is available with or without umbrella hole. Some assembly required.</i>
	HP6-2RT	Hapsburg Rectangular Table and Benches with Back	48 in. top	\$2,960	<i>Hapsburg Rectangular Table Set is available in an ADA accessible option and is available with or without umbrella hole. Some assembly required.</i>
	HP6-1RT	Hapsburg Rectangular Table and Flat Benches	48 in. top	\$2,810	
	SY6-2SQ	Saxony Square Table Set and Seats with Back	40 in. top	\$2,960	<i>Saxony Table Set is available in an ADA accessible option and is available with or without umbrella hole. Table set must be securely bolted down per manufacturer's specifications to ensure safety, stability, and warranty.</i>
	SY6-2RD	Saxony Round Table Set and Seats with Back	40 in. top	\$2,960	
	SY6-1SQ	Saxony Square Table Set and Flat Seats	40 in. top	\$2,725	<i>Saxony Table Set is available in an ADA accessible option and is available with or without umbrella hole. Table set must be securely bolted down per manufacturer's specifications to ensure safety, stability, and warranty.</i>
	SY6-1RD	Saxony Round Table Set and Flat Seats	40 in. top	\$2,725	
	SY6-TBL-SQ	Saxony Square Table	40 in. top	\$770	<i>Saxony Table is ADA accessible and is available with or without umbrella hole. Table must be securely bolted down per manufacturer's specifications to ensure safety, stability, and warranty.</i>
	SY6-TBL-RD	Saxony Round Table	40 in. top	\$770	
	EZ6-2RT	Enzo 32"x54" Rectangular Table with 4 Chairs	54 in. top	\$3445	<i>Enzo Table Set is ADA accessible and is available with or without umbrella hole. Comes with 4 chairs</i>
	EZ6-2SQ	Enzo 40" Square Table with 4 Chairs	40 in. top	\$3445	



	CY6	Courtyard Table Set; Chairs with Arms	40 in. top	\$2,435	<i>Courtyard Table Set is ADA accessible and is available with or without umbrella hole.</i>
	CY6-N	Courtyard Table Set; Chairs without Arms	40 in. top	\$2,435	
	CY6-TBL-SQ	Courtyard Square Table	40 in. top	\$720	
	CY6-TBL-RD	Courtyard Round Table	40 in. top	\$720	
	CY6-P	Courtyard Pedestal Table Set; Chairs with Arms	40 in. top	\$2,435	<i>Courtyard Table Set is ADA accessible and is available with or without umbrella hole.</i>
	CY6-PN	Courtyard Pedestal Table Set; Chairs without Arms	40 in. top	\$2,435	
	CY6-TBL-SQ-P	Courtyard Square Pedestal Table	40 in. top	\$720	
	CY6-TBL-RD-P	Courtyard Round Pedestal Table	40 in. top	\$720	
	WE6-SQ	Weston Square Dining Table Set	40 in. top	\$2,665	<i>Weston Table Set is available with or without umbrella hole.</i>
	WE6-RD	Weston Round Dining Table Set	40 in. top	\$2,665	
	WE6-TBL-SQ	Weston Square Dining Table	40 in. top	\$735	
	WE6-TBL-RD	Weston Round Dining Table	40 in. top	\$735	
	WE7-SQ	Weston Square Bar Table Set	24 in. top	\$1,805	<i>Weston Table Set is available with or without umbrella hole.</i>
	WE7-RD	Weston Round Bar Table Set	24 in. top	\$1,805	
	WE7-TBL-SQ	Weston Square Bar Table	24 in. top	\$795	
	WE7-TBL-RD	Weston Round Bar Table	24 in. top	\$795	
	OL6	Olivia Table Set; Chairs with Arms	40 in. top	\$2,665	<i>Olivia Table Set is ADA accessible and is available with or without umbrella hole.</i>
	OL6-N	Olivia Table Set; Chairs without Arms	40 in. top	\$2,665	
	SI6	Sienna Table Set	40 in. top	\$2,780	<i>Sienna Table Set is ADA accessible and is available with or without umbrella hole.</i>
		<i>Comes standard with four chairs; shown with two.</i>			
	CT6-TBL-RD	Contra Round Table	40 in. top	\$685	<i>Contra Table is available with or without umbrella hole.</i>
	CT6-TBL-RD	Contra Round Table	30 in. top	\$685	
	CWC4-KSA	Creekview Counter with KeyshieldArt™ slats	4 ft.	\$905	<i>Creekview Counters can be customized to utilize our patented KeyshieldArt™ process to create the look of traditional wood and the durability of powder coated metal.</i>
	CWC6-KSA	Creekview Counter with KeyshieldArt™ slats	6 ft.	\$980	
	CWC8-KSA	Creekview Counter with KeyshieldArt™ slats	8 ft.	\$1,490	

## INDIVIDUAL SEATING











	LMCH-IPE	Loma Chaise Lounge	7 ft.	\$1,640	<i>Loma Chaise Lounge is covered by Patent No. Des. D856,018.</i>
	MI22	Mira Adirondack Chair	13 in. seat	\$380	<i>Made in the USA with an all-weather, marine-grade recycled HDPE polymer for extreme durability and low-maintenance.</i>
	CY6-CHR	Courtyard Chair with Arms	20 in. seat	\$465	
	CY6-CHR-N	Courtyard Chair without Arms	20 in. seat	\$465	
	WE6-CHR	Weston Dining Height Chair	17 in. seat	\$540	
	WE7-CHR	Weston Bar Height Chair	17 in. seat	\$565	
	OL22	Olivia Chair with Arms	22 in. seat	\$510	
	OL22N	Olivia Chair without Arms	22 in. seat	\$510	
	OL22-XX	Olivia Laser Cut Chair with Arms	22 in. seat	\$550	
	OL22N-XX	Olivia Laser Cut Chair without Arms	22 in. seat	\$550	
	SI6-CHR	Sienna Chair with Arms	20 in. seat	\$540	
	SI6-CHR-N	Sienna Chair without Arms	20 in. seat	\$540	
	BK6-CHR	Brookline Chair	20 in. seat	\$440	
	EV6-CHR-IPE	Everett Chair with Arms - Ipe	20 in. seat	\$550	
	EV6-CHR-WGA	Everett Chair with Arms - Wood Grain Aluminum	20 in. seat	\$585	








## LIGHTWEIGHT CHAIRS



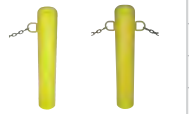



	FN22	Francisco Lightweight Chair with Arms	20 in. seat	\$280
	FN22-N	Francisco Lightweight Chair without Arms	20 in. seat	\$280
	NI22	Nina Lightweight Chair with Arms	20 in. seat	\$280
	NI22-N	Nina Lightweight Chair without Arms	20 in. seat	\$280
	MG6-CHR	Mango Lightweight Chair with Arms	20 in. seat	\$345
	MG6-CHRN	Mango Lightweight Chair without Arms	20 in. seat	\$345
	LX6-CHR	Lexi Lightweight Chair with Arms	20 in. seat	\$345
	LX6-CHRN	Lexi Lightweight Chair without Arms	20 in. seat	\$345
	PR6-CHR	Preston Lightweight Chair with Arms	20 in. seat	\$345
	PR6-CHRN	Preston Lightweight Chair without Arms	20 in. seat	\$345
	CD6-CHRN	Coda Lightweight Chair without Arms	20 in. seat	\$345

## UMBRELLAS & ACCESSORIES

	UMBNA8	Northern Ash Umbrella	8 ft.	\$1,160		Customize the umbrella canopy by adding a panel-screened logo. Call for pricing.
	UMBNA10	Northern Ash Umbrella	10 ft.	\$1,480		
	UMBAL6	Aluminum Market Umbrella	6 1/2 ft.	\$1,605		Customize the umbrella canopy by adding a panel-screened logo. Call for pricing.
	UMBAL8	Aluminum Market Umbrella	8 1/2 ft.	\$1,620		
	UMBAL6W	Wood Grain Aluminum Market Umbrella	6 1/2 ft.	\$1,685		Customize the umbrella canopy by adding a panel-screened logo. Call for pricing.
	UMBAL8W	Wood Grain Aluminum Market Umbrella	8 1/2 ft.	\$1,785		
	BASE80AD	Art Deco Style Umbrella Base	80 lbs.	\$295		
	BASE80	Classic Style Umbrella Base	80 lbs.	\$230		
	UMLOCK	Quick-Coupling Umbrella Lock		\$710		
	TLOCK	Table Umbrella Lock		\$135		
	UMBPLUG	Table Plug		\$6		
	UMBGROMMET	Table Grommet		\$16		

# BOLLARDS









	BVE	Bellevue Bollard	Permanent	\$520	8-inch wide steel bollard.
	BVR	Bellevue Bollard	Removable	\$625	
	BV1E	Bellevue One Loop Bollard	Permanent	\$570	8-inch wide steel bollard with single or double loops.
	BV1R	Bellevue One Loop Bollard	Removable	\$650	
	BV2E	Bellevue Two Loop Bollard	Permanent	\$615	
	BV2R	Bellevue Two Loop Bollard	Removable	\$690	
	BV1CE	Bellevue One Chain Loop Bollard	Permanent	\$560	8-inch wide steel bollard with single or double chain loops.
	BV1CR	Bellevue One Chain Loop Bollard	Removable	\$640	
	BV2CE	Bellevue Two Chain Loop Bollard	Permanent	\$595	
	BV2CR	Bellevue Two Chain Loop Bollard	Removable	\$665	
	FWE-4	Fenwick Bollard	Permanent	\$520	4-inch wide steel bollard.
	FWR-4	Fenwick Bollard	Removable	\$625	
	FW1E-4	Fenwick One Loop Bollard	Permanent	\$570	4-inch wide steel bollard with single or double loops.
	FW1R-4	Fenwick One Loop Bollard	Removable	\$650	
	FW2E-4	Fenwick Two Loop Bollard	Permanent	\$615	
	FW2R-4	Fenwick Two Loop Bollard	Removable	\$690	
	FW1CE-4	Fenwick One Chain Loop Bollard	Permanent	\$560	4-inch wide steel bollard with single or double chain loops.
	FW1CR-4	Fenwick One Chain Loop Bollard	Removable	\$640	
	FW2CE-4	Fenwick Two Chain Loop Bollard	Permanent	\$595	
	FW2CR-4	Fenwick Two Chain Loop Bollard	Removable	\$665	
	GVE-4	Grove Bollard	Permanent	\$300	4-inch diameter steel bollard. Available as a Designs In Time™ Quick Ship; see page 66.
	GVR-4	Grove Bollard	Removable	\$375	
	GV1E-4	Grove One Loop Bollard	Permanent	\$340	4-inch diameter steel bollard with single or double loops. Available as a Designs In Time™ Quick Ship; see page 66.
	GV1R-4	Grove One Loop Bollard	Removable	\$440	
	GV2E-4	Grove Two Loop Bollard	Permanent	\$375	
	GV2R-4	Grove Two Loop Bollard	Removable	\$465	
	GV1CE-4	Grove One Chain Loop Bollard	Permanent	\$335	4-inch diameter steel bollard with single or double chain loops.
	GV1CR-4	Grove One Chain Loop Bollard	Removable	\$420	
	GV2CE-4	Grove Two Chain Loop Bollard	Permanent	\$355	
	GV2CR-4	Grove Two Chain Loop Bollard	Removable	\$440	

	HRE-6	Harbor Bollard	Permanent	\$430	6-inch diameter steel bollard.
	HRR-6	Harbor Bollard	Removable	\$510	
	HR1E-6	Harbor One Loop Bollard	Permanent	\$460	6-inch diameter steel bollard with single or double loops.
	HR1R-6	Harbor One Loop Bollard	Removable	\$550	
	HR2E-6	Harbor Two Loop Bollard	Permanent	\$495	
	HR2R-6	Harbor Two Loop Bollard	Removable	\$595	
	HR1CE-6	Harbor One Chain Loop Bollard	Permanent	\$450	6-inch diameter steel bollard with single or double chain loops.
	HR1CR-6	Harbor One Chain Loop Bollard	Removable	\$575	
	HR2CE-6	Harbor Two Chain Loop Bollard	Permanent	\$475	
	HR2CR-6	Harbor Two Chain Loop Bollard	Removable	\$565	
	HRE-6A	Harbor Angled Bollard	Permanent	\$430	6-inch diameter angled steel bollard.
	HRR-6A	Harbor Angled Bollard	Removable	\$510	
	HR1E-6A	Harbor Angled One Loop Bollard	Permanent	\$460	6-inch diameter angled steel bollard with single or double loops.
	HR1R-6A	Harbor Angled One Loop Bollard	Removable	\$550	
	HR2E-6A	Harbor Angled Two Loop Bollard	Permanent	\$495	
	HR2R-6A	Harbor Angled Two Loop Bollard	Removable	\$595	
	HR1CE-6A	Harbor Angled One Chain Loop Bollard	Permanent	\$450	6-inch diameter angled steel bollard with single or double chain loops.
	HR1CR-6A	Harbor Angled One Chain Loop Bollard	Removable	\$540	
	HR2CE-6A	Harbor Angled Two Chain Loop Bollard	Permanent	\$475	
	HR2CR-6A	Harbor Angled Two Chain Loop Bollard	Removable	\$565	

Use our bollards as bike racks, pedestrian barriers, auto deterrents, wayfinding solutions, or security features.









Bollards are available in permanent or removable options. To include a baseplate, add \$25 to the permanent bollard prices.

# BICYCLE RACKS

	PN10-3	Penn Bicycle Rack	3 cap.	\$340	<i>Available as a Designs In Time™ Quick Ship; see page 66.</i>
	RE-104	Reading Bicycle Rack	4 cap.	\$525	<i>RE-106-1 is intended for use on one side only.</i>
	RE-106-1	Reading Bicycle Rack	6 cap.	\$790	
	RE-108	Reading Bicycle Rack	8 cap.	\$695	
	SN01-3	Sonance One Loop Bicycle Rack	3 cap.	\$340	<i>SN01-3 and SN03-5 are available as a Designs In Time™ Quick Ship; see page 66.</i>
	SN03-5	Sonance Three Loop Bicycle Rack	5 cap.	\$625	
	SN05-7	Sonance Five Loop Bicycle Rack	7 cap.	\$790	
	SN07-9	Sonance Seven Loop Bicycle Rack	9 cap.	\$925	
	EX-104	Exeter Bicycle Rack	4 cap.	\$775	<i>EX-106-1 is intended for use on one side only.</i>
	EX-106-1	Exeter Bicycle Rack	6 cap.	\$1,035	
	EX-108	Exeter Bicycle Rack	8 cap.	\$945	
	CS-10	Carson Bicycle Rack	2 cap.	\$320	
	CW-10	Creekview Bicycle Rack	2 cap.	\$385	
	P-105	Pullman Bicycle Rack	5 cap.	\$490	
	P-1010	Pullman Bicycle Rack	10 cap.	\$850	
	AT-108-S	Atlanta Bike / Ski Rack	varies	\$1,550	<i>Use the Atlanta Bike / Ski Rack for storing bicycles, skis, snowboards, or any other outdoor equipment.</i>

Listed bicycle rack capacity is based on the ability to access bicycles from both sides unless otherwise noted.

# PLANTERS

	PZ4-21	Plaza Planter	21 gal.	\$1,210	
	MT4-8	Midtown Planter	8 gal.	\$940	
	MT4-22	Midtown Planter	22 gal.	\$975	
	MT4-32	Midtown Planter	32 gal.	\$1,125	
	MT4-38	Midtown Planter	38 gal.	\$1,210	
	HIII4-22	Harmony Planter	22 gal.	\$790	
	HIII4-32	Harmony Planter	32 gal.	\$880	
	HIII4-38	Harmony Planter	38 gal.	\$945	
	RE4-22	Reading Planter	22 gal.	\$1,025	
	RE4-32	Reading Planter	32 gal.	\$1,090	
	RE4-38	Reading Planter	38 gal.	\$1,145	
	RE4SQ-22	Reading Square Planter	22 gal.	\$1,355	
	RE4SQ-32	Reading Square Planter	32 gal.	\$1,435	
	RE4SQ-38	Reading Square Planter	38 gal.	\$1,500	
	AT4-22	Atlanta Planter	22 gal.	\$940	
	AT4-32	Atlanta Planter	32 gal.	\$1,095	
	AT4-38	Atlanta Planter	38 gal.	\$1,160	
	MC4-22	McConnell Planter	22 gal.	\$1,435	
	MC4-32	McConnell Planter	32 gal.	\$1,515	
	MC4-38	McConnell Planter	38 gal.	\$1,585	
	BA4-22	Basket Planter	22 gal.	\$675	
	BA4-32	Basket Planter	32 gal.	\$785	

Planters include a powder coated steel sleeve and leakproof liner. They are available with or without drainage holes.

All Keystone Ridge Designs steel litter receptacles are available as planters. See pages 50-51 for additional options.

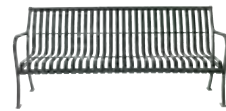


# QUICK SHIP YOUR SITE FURNISHINGS

Need site furniture fast? Take advantage of our Designs In Time™ program, offering guaranteed shipment in 15 business days. It is a popular option to meet tight deadlines and quickly receive quality furnishings, including select benches, litter receptacles, bike racks, and bollards. Choose from any of the products displayed below.



Reading Bench with Back  
Length: 6 ft.  
See page 46



Pullman Bench with Back  
Length: 6 ft.  
See page 46



Schenley Bench with Back  
Length: 6 ft.  
See page 46



Reading Litter Receptacle  
Flat Lid included  
22 and 32 gallon capacity  
See page 50



Midtown Litter Receptacle  
Flat Lid included  
22 and 32 gallon capacity  
See page 50



Harmony Litter Receptacle  
Flat Lid included  
22 and 32 gallon capacity  
See page 50



Sonance Bicycle Racks:  
One Loop or Three Loop  
See page 64



Penn Bicycle Rack:  
One Loop  
See page 64



Grove Bollards:  
Straight or with Bike Loops  
See page 62

## DESIGNS IN TIME™ TERMS AND CONDITIONS

15% surcharge on material cost. Payment in full required upon order placement. Available only on select products. Maximum number of total products per order is six in a standard KEYSHIELD® color per 30-day period. One Designs In Time™ order per client, per thirty-day period. The order will ship from our facility in Butler, PA in 15 business days from paid-in-full receipt of your order. Time in transit not included. May not be combined with any other discounts or promotions.

# CHILDREN'S FURNITURE

Our line of commercial children's furniture offers creative and colorful ways to enhance a public space with kid-sized benches and tables. Encourage outdoor play with fun areas designed to fit the unique needs and sizes of children.



Thendara



Breakwater

View more children's furniture at [www.keystoneridgedesigns.com](http://www.keystoneridgedesigns.com).

## TERMS AND CONDITIONS

### HARDWARE

Keystone Ridge Designs, Inc.® utilizes high-quality stainless steel assembly hardware where applicable. Anchoring hardware, due to the specialization required for each installation, is not supplied. Stainless steel hardware is recommended.

### PRICING AND PAYMENT

Prices in this catalog supercede all previous pricing and are subject to change without notice. See website for full product listing. Pricing is for products only; freight and packaging are not included and will be detailed in a formal quotation. All products are produced to individual customer specifications and require a 50% down payment before manufacturing. The balance must be prepaid before shipping or C.O.D. For other payment inquiries, please call for information. Discover®, Mastercard®, Visa® and American Express® are accepted payment methods.

### DELIVERY

The bill of lading is considered the client receipt and should be compared to each delivery for discrepancy. Products should be carefully examined for damage incurred during shipment. Keystone Ridge Designs, Inc.® is not responsible for product damage or shortage once the bill of lading is signed by the client. Inconsistency between order and shipment quantities, as well as product damage, must be indicated on the bill of lading upon delivery and before the freight company leaves the delivery site. Immediately notify Keystone Ridge Designs, Inc.® Client Services of concerns regarding delivery.

### PROPRIETARY STATEMENT

Keystone Ridge Designs, Inc.® is proud to offer the design community exceptional site amenities. Due to the time and resources invested in designing, manufacturing and marketing Keystone Ridge Designs' products and services, we pursue design patents, copyrights, trademarks and service marks whenever possible. Any unlawful duplication or misrepresentation of Keystone Ridge Designs' products or promotional materials will be rigorously protected. In accordance with the United States patent process, our products are officially marked with the designated descriptive numbering and required labeling. We strictly prohibit any other labeling which interferes, mutilates or restricts the legal requirements of product identification. Keystone Ridge Designs' products are covered by one or more of the following Patent Nos. Des. D372,133; D376,270; D380,313; D406,700; D406,701; D413,449; D413,738; D414,952; D418,652; D420,814; D421,515; D421,824; D423,166; D423,239; D424,769; D440,060; D446,399; D449,745; D454,674; D456,579; D457,334; D457,701; D457,738; D457,741; D457,742; D458,044; D459,563; D461,336; D465,679; D465,936; D465,952; D466,318; D466,729; D467,104; D471,368; D474,618; D474,619; D481,890; D506,339; D510,216; D515,856; D629,233; D749,861; D794,971; D818,296; D854,346; D856,018; patents pending or Exclusive By Design™. Keystone Ridge Designs reserves the right to alter product design, materials or construction without notice.

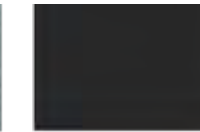
# 2021 KEYSHIELD® COLOR PALETTE



COPPER VEIN\*



VERDI GREEN\*



MATTE BLACK



GLOSS BLACK



BRONZE



CHAMPAGNE



HUNTER GREEN



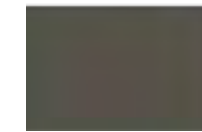
CHROMITE



SAPPHIRE



CHOCOLATE



CHARCOAL



EVERGREEN



SPARKLE SILVER



NANTUCKET BLUE



BURGUNDY

Safety Yellow is available upon request for no added charge. Colors may vary slightly due to printing processes. An additional 160 custom colors and color matching are available for a surcharge. Please call for powder coat samples.

\* Texture Finishes

# SUPPORT OPTIONS



BOLT DOWN  
for seating



NYLON PAD  
for seating



GLIDE  
for seating



ELEVATED LEG  
for receptacles



ADJUSTABLE LEG  
for receptacles

Keystone Ridge Designs, Inc.®  
Address: 670 Mercer Road, Butler, PA 16001-1840  
Phone: 1-800-284-8208 | 724-284-1213  
Fax: 724-284-1253  
E-mail: [info@keystoneridgedesigns.com](mailto:info@keystoneridgedesigns.com)  
Website: [www.keystoneridgedesigns.com](http://www.keystoneridgedesigns.com)



## Tab 8 – Value Added Products and Services

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Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

**All of the products Keystone Ridge Designs offers are within scope of the solicitation.**

# Tab 9 – Required Documents

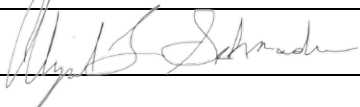
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- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Funds Certifications
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

## Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	Keystone Ridge Designs, Inc.
Print Name	Abigail L. Schmader
Address	670 Mercer Rd.
City, State, Zip	Butler, PA 16001-1840
Authorized signature	
Date	11/16/2021

# **Contractor Requirements**

## **Contractor Certification Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

### **Fingerprint & Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

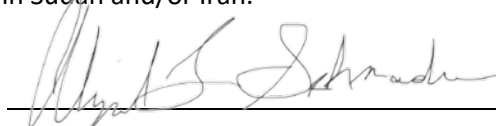
The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

### **Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature



Date

11/16/2021

## **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	Keystone Ridge Designs, Inc.
Address	670 Mercer Rd.
City/State/Zip	Butler PA 16001-1840
Telephone No.	724-284-1213
Fax No.	724-284-1253
Email address	AbbieS@keystoneridgedesigns.com
Printed name	Abigail L. Schmader
Position with company	Digital Sales Specialist
Authorized signature	

## **Required Clauses for Federal Funds Certifications**

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

### **APPENDIX II TO 2 CFR PART 200**

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision



for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee

of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

#### **RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

#### **CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

#### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

# **Required Clauses for Federal Assistance provided by FTA**

## **ACCESS TO RECORDS AND REPORTS**

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).*

## **CIVIL RIGHTS / TITLE VI REQUIREMENTS**

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
  - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
  - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
  - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
  - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

*Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.*

### **DISADVANTAGED BUSINESS PARTICIPATION**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).



- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

### **ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

### **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

### **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

*Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.*

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*

## **State Notice Addendum**

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

[http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml)

<https://www.usa.gov/local-governments>