Marine Corps Recruiting Command
Incidental Services Performance Work Statement (PWS)

1 GENERAL REQUIREMENTS 2

1.1 ..... Design/Aesthetics. 2

1.2 ..... Requirements Contract 2

1.3 ..... Contractor Primary Point of Contact 2

1.4 ..... **Delivery Locations –** Reference Attachment 6 Delivery Locations 3

1.5 ..... PWS Incidental Services (Delivery/ Installation/Disposal) & Lead Times: 4

1.6 Warranty 6

1.7 Quality Control Plan 6

2 SPECIFICATIONS FOR INDIVIDUAL BRANDED FURNITURE ITEMS 7

2.1 Workstations 7

2.2 Lounge Area 10

2.3 ..... Miscellaneous 12

2.3.1 Vertical 4 Drawer File Cabinet, Black (SLIN: AQ) 12

2.3.2 Lateral 2 Drawer File Cabinet, Black (SLIN: AR) 13

2.3.3 Locker, Black (SLIN: AS) 13

3 Applicable Laws 13

3.1 Buy American/Berry Amendment 13

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1 GENERAL REQUIREMENTS

1.1 Design/Aesthetics.

1.1.1 The United States Marine Corps Recruiting Command (MCRC) has a requirement to continue a Branding Concept for its Recruiting Offices located in 1st, 4th, 6th, 8th, 9th and 12th Marine Corps Districts (MCD). The intent is to ensure office furniture uniformity and continuity of appearance and to maximize the use of space for all recruiting facilities. The office furniture for MCRC recruiting offices, located throughout the United States and its territories, must meet the Branding Concept. Reference Attachment 1 Branding Guidelines.

1.1.2 The contractor shall deliver a finished product that, at a minimum, meets the standards of safety, durability, dimensions, ergonomics and structural adequacy of the specified furniture, as determined by the Business and Institutional Furniture Manufacturers Association (BIFMA) (https://www.bifma.org/), American National Standards Institute (ANSI) (https://www.ansi.org), See item descriptions in Section 2.0 for BIFMA/ANSI; Note: CAL-TB117 is now a nationwide standard as a result of a provision in the Consolidated Appropriations Act for 2021, P.L. 116-260 title XXI. Upon request by the Contracting Officer, during the term of the contract, the contractor shall furnish a copy of the test report on which TB 117 compliance was based

1.1.3 All dimensions provided in Section 2.0, unless specifically stated otherwise (e.g., a range), may have a variance of plus or minus two (2) inches. Where Black and/or Gray Colors are specified, they shall be ARPA 0509 Black Smart Finish and/or Gray – Wilsonart North Sea #D90-60 in order to match currently installed furniture at Branded Recruiting Offices.

1.1.4 The branded furniture technical specifications and performance work statement include discussion of references to FAR and DFARS clauses, which are meant to highlight certain aspects of those clauses. Nothing in this PWS allows a variance from the FAR and DFARS clauses in this contract. If the contractor believes one or more portions of the PWS conflicts with one or more FAR or DFARS clauses, it is the contractor's responsibility to notify the Contracting Officer without delay.

1.2 Requirements Contract

The estimated total quantity for this requirement is provided in Attachment 3 SLIN Quantities. Additionally, a Pricing Quote TemplateSpreadsheet is provided as Attachment 4.

1.3 Contractor Primary Point of Contact

The contractor shall have one designated primary point of contact to handle communication between the Government and the contractor. The point of contact shall be required to professionally handle all administrative, managerial, warranty issues, and financial aspects of the contract. The contractor point of contact shall report any issues to the designated Regional Contracting Office – Parris Island, SC (RCO-PI) Point of Contact (POC) and meet with the RCO-PI POC quarterly to deliver project status reports until each Delivery Order is complete (teleconference may suffice for the meeting requirement).

1.4 **Delivery Locations –** Reference Attachment 6 Delivery Locations

1.4.1 FOB Destination
Delivery location will be specified with each order. Pricing includes delivery, installation, and disposal of old furniture (if applicable) at each location.

1.4.2 Delivery Regions
Listed below are the Delivery regions. A listing of all the present Recruiting Station locations within each Region is available on request and will be provided upon contract award. This listing is subject to change during the course of the contract.

1.4.2.1 Delivery region for CLIN 0001: 1st MCD (Northeast region of the United States) include but are not limited to the following states: Connecticut, Delaware, Maine, Maryland, Massachusetts, New Hampshire, Vermont, New York, New Jersey, Pennsylvania, Rhode Island, Virginia and West Virginia.

1.4.2.2 Delivery region for CLIN 0002: 4th MCD (Mid-Atlantic region of the United States) include but are not limited to the following states: Alabama, Maryland, Virginia, West Virginia, Mississippi, North Carolina, Ohio, Kentucky, Indiana, South Carolina, Tennessee, Virginia and Michigan.

1.4.2.3 Delivery region for CLIN 0003: 6th MCD (Southeast region of the United States) include but are not limited to the following states: South Carolina, Georgia, Florida, Tennessee, Alabama, Mississippi and Louisiana.

1.4.2.4 Delivery region for CLIN 0004: 8th MCD (Southern and Midwest region of the United States) include but are not limited to the following states: Oklahoma, Texas, New Mexico, Arizona, Colorado and Idaho

1.4.2.5 Delivery region for CLIN 0005: 9th MCD (Midwest region of the United States) include but are not limited to the following states: Colorado, Idaho, Indiana, Illinois, Wisconsin, Minnesota, North Dakota, South Dakota, Iowa, Missouri, Arkansas, Oklahoma, Nebraska, Nevada, Utah, Wyoming and Kansas.

1.4.2.6 Delivery region for CLIN 0006: the 12th MCD (Western region of the United States) include but are not limited to the following states: Montana, Idaho, Washington, Oregon and California.

1.5 PWS Incidental Services (Delivery/ Installation/Disposal) & Lead Times:

1.5.1 Non-Personal Services and Business Relations

1.5.1.1 The Contractor has ultimate responsibility for managing the contract, for achieving the expected performance results, and for determining the appropriate staffing in support delivery, installation, and disposal.

1.5.1.2 No portion of this contract is for personal services. The Government shall neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances shall the Government assign tasks to or prepare work schedules for individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services or give the perception of personal services. If the contractor believes that any actions constitute, or are perceived to constitute personal services, or that any Government officer or employee is attempting to direct work contrary to this clause, it shall be the contractor's responsibility to notify the Contracting Officer immediately.

1.5.1.3 The contractor shall successfully integrate and coordinate all activity needed to fulfil the requirement. The contractor shall manage the timeliness, completeness, and quality of problem identification. The contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of the contract and its personnel. The contractor shall seek to ensure customer satisfaction and professional and ethical behavior of all contractor personnel.

1.5.2 Organizational Conflicts of Interest

The guidelines and procedures of FAR Subpart 9.5 will be used in identifying and resolving any issues of organizational conflicts of interest.

1.5.2.1 In the event that the contract requires activity that would create or has created an actual or potential conflict of interest, the Contractor shall:

1.5.2.2 Notify the Contracting Officer (KO) of the actual or potential conflict and not commence or continue work on the contract that involves a potential or actual conflict of interest until specifically notified by the KO to proceed.

- Identify the conflict and recommend to the KO an alternate tasking approach which would avoid the conflict.

1.5.2.3 If the KO determines that it is in the best interest of the Government to issue or continue the contract, notwithstanding a conflict of interest, a request for waiver shall be submitted in accordance with FAR 9.503. In the event that the Contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose, when known, such facts or such conflict of interest to the KO, the Government may terminate this contract for default.

1.5.3 Delivery and Installation Tasks.

1.5.3.1 The contractor is responsible for coordinating with the various MCD locations to execute shipping, delivery and installation as prescribed by Delivery Order (DO), or Government-wide Commercial Purchase Card (GCPC).

1.5.3.2 Except as specifically approved in advance by the KO, all products designated for each site (on the same order) must be delivered at the same time (no split deliveries for individual sites). The contractor shall notify each delivery point ten (10) working days in advance as to Date and Time of delivery. A follow-up notice shall be required forty-eight (48) hours in advance of delivery as well. For any potential delays or difficulties with delivery, the contractor shall notify both delivery order point of contact and contracting office.

1.5.3.3 Delivery of furniture will be to various locations within the Continental United States (CONUS). Upon contractor award a current listing will be provided to the awardee; locations are for informational purposes only and are subject to changes based on the Marine Corps mission. For solicitation purposes, if requested this listing will be provided to interested offerors). Facilities include Recruiting Substations (RSS), Officer Selection Sites (OSS), Permanent Contact Stations (PCS) and Temporary Recruiting Facilities (TRF). This requirement entails approximately 1,500 locations with 2-6 people each that will order furniture on an individual item basis. The Government will issue orders (via GCPC and/or DO) for the quantities and locations actually required. This requirement shall also incorporate any new recruiting facilities that are identified during the performance period of this contract. The requirements guidelines and specifications for branded office furniture are explained in detail in Section 2.0.

1.5.3.4 Inventory: The contractor shall provide a spreadsheet of completed installations per Order to both the District POC and the RCO-PI POC. The spreadsheet shall be updated as installed, with the date of delivery and installation documented for each location. Updated spreadsheets shall be provided by the contractor to the POCs on a weekly basis until each Delivery Order is completed.

1.5.4 Disposal (CLIN – x007) Task

1.5.4.1 At the time of delivery of new furniture, the contractor may be required to dispose of existing furniture. The disposal requirement will be communicated in the order (DO or GCPC). The disposal task shall include the following:

1.5.4.2 In accordance with all applicable laws, including Federal/state/local/county/parish/city/borough laws, regulations, and ordinances, the Contractor shall dispose of the furniture being replaced.

1.5.4.3 Alternatively, the Contractor shall remove furniture and transport to the nearest Defense Logistics Agency (DLA) Disposition Services location. The contractor is responsible for contacting and coordinating with DLA Disposition Services. Information regarding DLA Disposition Services may be found at http://www.dla/DispositionServices.aspx.

1.5.4.4 Regardless of the disposal method, the contractor shall build such disposal, and any necessary permits and approvals, into the timeframe required by the Order and into the fixed price incorporated into the contract. If the contractor chooses to dispose of the furniture at one or more DLA Disposition Services Locations and DLA Disposition Services is unable or unwilling to take the furniture when the Contractor plans to dispose of it or is unable to take all furniture the contractor wants to dispose of, or if the contractor experiences such difficulties with another chosen disposal method, that will not be the basis for an equitable adjustment as to time or price or grounds to relieve the contractor of the requirement to perform.

1.5.5 Lead Times

1.5.5.1 For DOs and GCPC orders the Contractor shall remove furniture stated in the DO and deliver and install all items ordered for each CLIN, to each site specified, within 90 days of the date of the DO.

1.5.6 Performance Standard/Assessment

The government representative identified on each delivery order will perform acceptance at the contractually agreed time the furniture identified in the delivery order in accordance with the terms and conditions of the contract.

1.6 Warranty

1.6.1 The contractor shall provide a warranty that covers all furniture to be free from defects in material and workmanship under normal use and service for a minimum of five (5) years from the date of delivery. In the event that there are defects in material and workmanship, the contractor shall work with the District Supply Officer and the Regional Contracting Office (RCO) – Parris Island, SC to coordinate the repair or replacement of defective furniture. All warranty issues shall be resolved within thirty (30) days of a warranty claim submitted by the District Supply Officer or RCO.

1.6.2 Commercial office furniture shall remain durable for at least five (5) years. All commercial office furniture shall not pose any health risks to the workspace.

1.7 Quality Control Plan

The contractor shall implement and maintain a Quality Control Plan (QCP) to ensure work performed conforms to the furniture technical specifications and meets the delivery, installation, and disposal

performance-based requirements. The QCP shall at a minimum include the following: i) Controls to ensure timely and complete accomplishment of all scheduled actions. ii) Procedures and controls for accomplishing and verifying corrective actions on noted deficiencies. iii) Process to maintain records which identifies the time frames for noted discrepancies and corrective actions taken.

1.8 Use of Government Purchase Card

1.8.1 The use of the Government Purchase Card (GPC) is authorized for the procurement of furniture required to support the requirements of this Performance Work Statement (PWS), provided that the total cost of an individual transaction does not exceed the micro-purchase level for supplies.

2 SPECIFICATIONS FOR INDIVIDUAL BRANDED FURNITURE ITEMS

This furniture will be displayed for review

2.1 Workstations

2.1.1 Recruiter Chair, Black or Silver (SLIN: AA)

Standards: Offered product shall, at a minimum, meet the ANSI/BIFMA X5.1-2017 “General-Purpose Office Chairs - Tests”, and California Technical Bulletin 133 “Flammability Test Procedures for seating” standards.

Description: Midback task chair with cushioned fabric seat and mesh back. Fabric and mesh must be black in color. Task chair must swivel 360 degrees and have pneumatic seat height adjustments with adjustable armrests. Base must have five prongs with heavy-duty casters. Preferred color of exposed metal is black; a silver finish is an acceptable alternative.

Dimensions:
Overall Height: 37-42 inches
Seat Height: 16-21 inches
Seat Size: 20 inches wide x 20 inches deep
Back Size: 23 inches wide x 23 inches high

Note: This item is subject to and must comply with the Berry Amendment.

2.1.2 Visitor Chair, Black (SLIN: AB)

Standards: Offered product shall, at a minimum, meet the ANSI/BIFMA X5.4-2020 “Lounge and Public Seating - Tests”, and California Technical Bulletin 133 “Flammability Test Procedures for seating” standards.

Description: Side chair with sled style-leg frame in minimum 16-gauge metal and armrests. Mesh seat pan with mesh seat back. Any fabric, mesh and exposed metal surfaces must be black in color. Must be stackable to a minimum of four (4) chairs high.

Note: Following physical training, the intent is to provide chairs for poolees and/or Marines that are sweating to sit in a chair that dries quickly and sufficient ventilation to reduce the risk of smell.

Dimensions:
Overall Height: 34 inches
Seat Height: 18 inches
Seat Size: 20 inches wide x 17 inches deep
Back Size: 18 inches wide x 15 inches high

Note: This item is subject to and must comply with the Berry Amendment.

2.1.3 **Work Desk (SNOIC), Black/Gray (SLIN: AC)**

Standards: Offered product shall, at a minimum, meet the ANSI/BIFMA X5.5-2021 "Desk/Table Products – Tests" standards.

Description: Freestanding stand-up desk, L shaped peninsula work desk 72 inches wide by 60 inches deep with capability to add a keyboard tray. Peninsula must be detachable, reversible between a left and right L shaped work desk and must provide leg clearance from both sides of the peninsula. Desk frame should be Steel frame construction with black powder coat finish and leveling capability. All work surfaces must be made of wood or high pressure laminate with a matte gray finish (Grade A) with built in cable management channels, trays and minimum of two (2) wire grommets per work surface. Wood tone should be walnut. Desk should be dual motor with three-stage telescoping legs. Desk must have built in power outlets and USB ports on the desktop. Desk should come equipped with the ability to mount two (2) monitors.

Dimensions:
No size variances will be accepted for the desk.
Overall Layout: 72 inches wide x 60 inches deep (Return/Peninsula may not exceed this footprint)
Desk Height: 30 inches-45inches
Desk Depth: 24 inches

2.1.4 **Work Desk, NCO Station, Black/Gray (SLIN: AD)**

Standards: Offered product shall, at a minimum, meet the ANSI/BIFMA X5.5-2021 "Desk/Table Products – Tests" standards.

Description: Freestanding stand-up desk, L shaped peninsula work desk 66 inches wide by 42 inches deep with capability to add a keyboard tray. Peninsula must be detachable, reversible between a left and right L shaped work desk and must provide leg clearance from both sides of the peninsula. Desk frame should be Steel frame construction with black powder coat finish and leveling capability. All work surfaces must be made of wood or high pressure laminate with a matte gray finish (Grade A) with built-in cable management channels, trays and minimum of two (2) wire grommets per work surface. Wood tone should be walnut. Desk should be dual motor with three-stage telescoping legs. Desk must have built in

power outlets and USB ports on the desktop. Desk should come equipped with the ability to mount two (2) monitors.

Dimensions:
No size variances will be accepted for the desk.
Overall Layout: 66 inches wide x 42 inches deep (Return/Peninsula may not exceed this footprint)
Desk Height: 30 inches
Desk Depth: 24 inches

2.1.5 **Work Desk Monitor Arm, SNCOIC/NCO Station, Black (SLIN: AE)**

Description: Single screen monitor arm that mounts to the SNCOIC/NCO Work Desk with 360-degree swivel and tilt capability, universal VESA plate mounting system, and supports monitors up to 25 lbs.

Dimensions:
Width: 3 inches
Depth: 24 inches
Height: 24 inches

2.1.6 **Mobile Pedestal without Seat Cushion SNCOIC/NCO Station, Black (SLIN: AF)**

Description: Mobile pedestal constructed with minimum 20-gauge metal in a black powder coat finish matching the metal frame of the SNCOIC/NCO work desks. Pedestal must be mobile with lockable heavy-duty casters. Must contain two 6” box drawers and one 12” file drawer, counterweight, and a pencil tray. All drawers must be lockable.

Dimensions:
Width: 15 inches
Depth: 22 inches
Height: 27 inches (must fit under work desk)

2.1.7 **Mobile Pedestal with Seat Cushion SNCOIC/NCO Station, Black (SLIN: AG)**

Description: Mobile pedestal constructed with minimum 20-gauge metal in a black powder coat finish matching the metal frame of the SNCOIC/NCO work desks. Pedestal must be mobile with lockable heavy-duty casters. Must contain two 6” box drawers and one 12” file drawer, counterweight, and a pencil tray. All drawers must be lockable.

Dimensions:
Width: 15 inches
Depth: 22 inches
Height: 27 inches (must fit under work desk)

2.1.8 **Monitor Light Bar SNCOIC/NCO Station, Black (SLIN: AH)**

Description: Monitor Light bar should be black in color, black shade covering the bulb should be of a metal type material. The lamp should have the capability to be positioned at various locations on the desk/monitor and to adjust the height as needed. Desk lamp must have the capability to adjust color temperature from warm light (3000K) to cool light (6000K+).

2.1.9 Work Desk, Testing Area, Black/ Gray (SLIN: AI)

Standards: Offered product shall, at a minimum, meet the ANSI/BIFMA X5.5-2021 "Desk/Table Products – Tests" standards.

Description: Freestanding, metal frame construction with black powder coat finish and leveling capability. All work surfaces must be gray laminate (Grade A) with a minimum of one (1) wire grommet.

Dimensions:
Height: 30 inches
Width: 42 inches
Depth: 24 inches

2.2 Lounge Area

2.2.1 Sofa, Lounge Black (SLIN: AJ)

Standards: Offered product shall, at a minimum, meet the BIFMA/ANSI X5.4-2021 "Lounge and Public Seating - Tests", and California Technical Bulletin 133 "Flammability Test Procedures for seating" standards.

Description: Three-seat sofa with armrests. Clean, unadorned basic design appropriate to a standard business environment in black fabric and must be stain and scratch resistant. Seat cushions must be detachable and reversible. Minimal or no exposed wood or metal; any visible wood or metal must be black. Styles with particular theme are not acceptable (e.g. "antique" or "country").
Design/Fabric/Color must match loveseat and lounge chair.
Fabric must exceed 200,000 double rubs.

Dimensions:
Width: 82 inches
Depth: 35 inches
Max ground clearance is 2 inches.

Note: This item is subject to and must comply with the Berry Amendment.

2.2.2 Loveseat, Lounge Black (SLIN: AK)

Standards: Offered product shall, at a minimum, meet the ANSI/BIFMA X5.4-2021 “Lounge and Public Seating - Tests”, and California Technical Bulletin 133 “Flammability Test Procedures for seating” standards.

Description: Two-seat loveseat with armrests. Clean, unadorned basic design appropriate to a standard business environment in black fabric and must be stain and scratch resistant. Seat cushions must be detachable and reversible. Minimal or no exposed wood or metal; any visible wood or metal must be black. Styles with particular theme are not acceptable (e.g. “antique” or “country”).
Design/Fabric/Color must match sofa and lounge chair.
Fabric must exceed 200,000 double rubs.

Dimensions:
Width: 60 inches
Depth: 35 inches
Max ground clearance is 2 inches.

Note: This item is subject to and must comply with the Berry Amendment.

2.2.3 Chair, Lounge, Black (SLIN: AL)

Standards: Offered product shall, at a minimum, meet the ANSI/BIFMA X5.4-2021 “Lounge and Public Seating - Tests”, and California Technical Bulletin 133 “Flammability Test Procedures for seating” standards.

Description: Lounge chair with armrests. Clean, unadorned basic design appropriate to a standard business environment in black fabric and must be stain and scratch resistant. Seat cushions must be detachable and reversible. Minimal or no exposed wood or metal; any visible wood or metal must be black. Styles with particular theme are not acceptable (e.g. “antique” or “country”).
Design/Fabric/Color must match sofa and loveseat.
Fabric must exceed 200,000 double rubs.

Dimensions:
Width: 35 inches
Depth: 35 inches
Max ground clearance is 2 inches.

Note: This item is subject to and must comply with the Berry Amendment.

2.2.4 Media Stand, Lounge, Black (SLIN: AM)

Description: The support stand for the flat screen television (Must support a TV up to 42 inches) and the media player may be of steel frame and Grade A high pressure laminate construction with all exterior surfaces black in color. Added features such as compartments for storing remote controls, cords and accessories are preferable and will be evaluated favorably but are not required. Drawers or doors used to provide out-of-site storage must have silver metal handles or knobs.

Dimensions:
Maximum- Width: 48 inches Depth: 20 inches Height: 31 inches
Minimum- Width: 42 inches Depth: 18 inches Height: 20 inches

2.2.5 Coffee Table, Lounge, Black (SLIN: AN)

Description: Coffee table with metal frame and laminate top construction with all exterior surfaces black in color. Must be a sturdy, clean, and unadorned design appropriate to a standard business environment. Must be stain and scratch resistant. Must support up to 250 pounds.

Dimensions:
Maximum- Width: 30 inches Length: 48 inches Height: 20 inches
Minimum- Width: 24 inches Length: 36 inches Height: 16 inches

2.2.6 Brochure Rack (Small), Lounge, Black (SLIN: AO)

Description: Floor standing literature rack with removable dividers for displaying 4-inch-wide brochures or 8.5 x 11 inch literature. Aluminum or equal material construction with all visible exterior surfaces in a black powder coat finish. Dividers should be 0.125-inch-thick clear acrylic allowing visibility of literature.

Dimensions:
Height: 50 inches
Depth: 12 inches
Width: 12 inches

2.2.7 Brochure Rack (Large), Lounge, Black (SLIN: AP)

Description: Floor standing literature rack with removable dividers for displaying 4-inch-wide brochures or 8.5 x 11-inch literature. Aluminum or equal material construction with all visible exterior surfaces in a black powder coat finish. Dividers should be 0.125-inch-thick clear acrylic allowing visibility of literature.

Dimensions:
Height: 50 inches
Depth: 12 inches
Width: 30 inches

2.3 Miscellaneous

2.3.1 Vertical 4 Drawer File Cabinet, Black (SLIN: AQ)

Standards: Offered product shall, at a minimum, meet the ANSI/BIFMA X5.9-2019 “Storage Units – Tests” standards.

Description: 18 to 22 g. steel construction; central lock; adjustable folder rails; adjustable leveling glides; counterweight included; drawer fronts flush with integral pull; the back of the file is finished; drawers open to their full depth; shipped fully assembled.

Dimensions: Width: 16.75 inches x Depth: 24 inches x Height: 55.75 inches

2.3.2 Lateral 2 Drawer File Cabinet, Black (SLIN: AR)

Standards: Offered product shall, at a minimum, meet the ANSI/BIFMA X5.9-2019 "Storage Units – Tests" standards.

Description: 18 to 22 g. steel construction; central lock; adjustable folder rails; adjustable leveling glides; counterweight included; drawer fronts flush with integral pull; the back of the file is finished; drawers open to their full depth; shipped fully assembled.

Dimensions Width: 36 inches x Depth: 18 inches x Height: 27 inches

2.3.3 Locker, Black (SLIN: AS)

Description: 18 gauge or thicker sheet steel construction; zinc or chrome plated forged steel hooks, latches and hardware; ventilation via louvered doors. Provide a shelf 9" from the top of the locker with four sides formed to 90 degrees. Must have hanging hooks and rod.

Dimensions:
Width: 15 inches
Depth: 18 inches
Height: 60 inches
Note: Locker shall not have legs attached to the bottom.

3 Applicable Laws

3.1 Buy American/Berry Amendment

All goods to be delivered under this contract are subject to the restrictions of the Buy American Act and the Nonmanufacture Rule, certain goods to be delivered under this contract are subject to the Berry Amendment. This clause is meant to highlight certain aspects of the Buy Amendment Act, the Nonmanufacture Rule, and the Berry Amendment, but the contractor is required to review applicable statutes, FAR 52.219-33, DFARS 252.225-7000, DFARS 252.225-7001, DFARS 252.225-7012, FAR Part 25, and DFARS Part 225 prior to submitting its proposal and as necessary during contract performance, and to build time, expense, and other resources necessary for compliance into its price and into its commitment to deliver conforming goods in a timely manner as required by this contract. The contractor is solely responsible for ensuring that all delivered goods strictly comply with the statutes and the FAR and DFARS provisions on domestic sourcing cited above, regardless of whether the Government inspects for compliance with domestic sourcing restrictions; regardless of whether the Government reminds the contractor of the requirement to comply or demands such compliance; and regardless of the source of any goods accepted under this contract or any other Government contract. Compliance with provisions required by the Buy American Act, the Nonmanufacture Rule, and the Berry Amendment are required by statute and cannot be waived by conduct or course of dealings. No exceptions apply until the Contracting Officer notifies the contractor in writing of the exception approval and the exception is incorporated into the contract by a modification. If the contractor requests or recommends an exception to the Buy American Act or the Berry Amendment or both, the contractor must continue to comply while its request for an exception is pending.

The contractor will maintain a list of names and addresses of all manufacturers, suppliers, and subcontractors during the life of this contract, including its own facilities, and shall be prepared to provide

at no additional costs to the Government such list and any other information necessary to ensure compliance upon request of the Contracting Officer. Compliance is still the responsibility of the contractor, regardless of whether the Contracting Officer makes such requests or does not make such requests.

In addition, as stated above, the contract contains FAR 52.219-33(c) , Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s), That clause requires the contractor to provide only end items that a small business has manufactured, processed, or produced in the United States or its outlying areas.

The Buy American Act places restrictions on the purchase of supplies that are not domestic end products. Per DFARS 252.225-7000, the contractor by its offer certifies that all items to be delivered are domestic, unless the contractor lists nondomestic sources on the Buy American Act certificate; and per FAR 25.501(b), the Contracting Officer may rely on those certifications, both prior to award and during the term of this contract.

The restrictions of the Berry Amendment and the FAR and DFARS provisions cited above apply to goods required to be delivered under this requirement. Per DFARS 225.7000(b), nothing in Part 225.70 affects the applicability of the Buy American Act to goods delivered under the contract, so the contractor may need to ensure compliance with both statutes for some goods.

The following is meant to help the contractor comply with the Buy American Act, the Nonmanufacturer Rule, and Berry Amendment provisions of the contract:

FAR 52.219-33(c), Nonmanufacturer Rule, and DFARS 252.225-7001 Buy American and Balance of Payments Program apply to all items. The following items must also comply with the Berry Amendment and DFARS 252.225-7012, PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2022): 2.1.1 Recruiter Chair; 2.1.2 Visitor Chair; 2.2.1 Sofa, Lounge; 2.2.2 Loveseat, Lounge; 2.2.3 Chair, Lounge.