# Category Attachment

Code : **K**

Title : **Transportation and Logistics Services**

Solicitation Number : **47QSMD20R0001**

Refresh Number : **0016**

Created on May 19, 2023

# Transportation and Logistics Services Category Instructions and Regulations

**Instructions:**
All offerors must follow evaluation criteria and instructions outlined in the MAS solicitation, including in SCP-FSS-001. The Transportation and Logistic Services category attachment outlines additional evaluation criteria, requirements and information specific to this category only. For a list of required Schedule templates and attachments, please visit www.gsa.gov/masscopeandtemplates.

For additional guidance and information for Schedule buyers and sellers, please visit our general guidance page at www.gsa.gov/schedules.

Note: GSA will not award any Drones/Unmanned Aircraft Systems (UAS), as defined in 49 USC Ch. 448, in response to this Large Category except those drones approved by the Department of Defense (DoD) Defense Innovation Unit (DIU) through its Blue sUAS Program.

## Subcategory Instructions and Regulations

### K01. Automotive Body Maintenance and Repair Subcategory

#### SIN 81111 Automotive Maintenance, Repair and Body Services

81111 Includes but not limited to: Oil and Filter Changes, Preventive Maintenance, Overhaul, Sub-system repairs and Body Paint Repair.

**Cooperative Purchasing:** No
**Set Aside:** No
**FSC/PSC Code :** J023
**Maximum Order :** $250,000

**NAICS**

| Number | Description | Business Size |
|---|---|---|
| 811111 | General Automotive Repair | $9 million |

**SIN Level Regulations:**

| Regulation Number | Regulation Title/Comments |
|---|---|
| 52.222-62 | PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022) |

#### SIN 811122 Automotive Windshield and Paint Repair

811122 Windshield and Body Paint Repair

**Cooperative Purchasing:** No
**Set Aside:** No
**FSC/PSC Code :** J023
**Maximum Order :** $250,000

**NAICS**

| Number | Description | Business Size |
|---|---|---|
| 811122 | Automotive Glass Replacement Shops | $17.5 million |

**SIN Level Regulations:**

| Regulation Number | Regulation Title/Comments |
|---|---|
| 52.222-62 | PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022) |

## K02. Motor Vehicles (non-Combat) Subcategory

### SIN 326211 Tires - New

326211 New tires shall have 5-10% recycled content and fleet vehicles shall use retreads when practicable in compliance with E.O. 13149.

**Cooperative Purchasing:** No
**Set Aside:** No
**FSC/PSC Code :** 2610
**Maximum Order :** $250,000

**NAICS**

| Number | Description | Business Size |
|---|---|---|
| 326211 | Tire Manufacturing (except Retreading) | 1500 employees |

### SIN 326212 Tires - Retreaded

326212 Tire retreading is a process that includes, but is not limited to, primary inspection, removal of the old tread (bead to bead- sidewall optional), vulcanization of new rubber in the tread and/or sidewall area, trimming & painting, and final inspection. Processors may follow industry recommended practices published by the Tire Retread and Repair Information Bureau, the Tread Rubber and Tire Repair Material Manufacturers Association (TRMG); the Rubber Manufacturers Association (RMA) or the TIA/Tire Industry of America.

**Cooperative Purchasing:** No
**Set Aside:** No
**FSC/PSC Code :** 2610
**Maximum Order :** $250,000

**NAICS**

| Number | Description | Business Size |
|---|---|---|
| 326212 | Tire Retreading | 500 employees |

### SIN 333318T Wheel & Tire Equipment

333318T Includes all wheel and tire equipment, such as alignment equipment, tire inflation cages, bead breakers, inflation systems, brake lathes, etc. Includes all options and accessories related to these products.

**Cooperative Purchasing:** No

**Set Aside:** No
**FSC/PSC Code :** 4910
**Maximum Order :** $250,000

**NAICS**

| Number | Description | Business Size |
|---|---|---|
| 333310 | COMMERCIAL AND SERVICE INDUSTRY MACHINERY MANUFACTURING | 1000 employees |

## SIN 3361 Law Enforcement and Fire Fighting Vehicles and Attachments

3361 Includes fire fighting and law enforcement vehicles and their related attachments, such as mobile water supply attachments, fire fighting vehicle glider kits, SWAT vehicles, mobile crime scene vehicles, etc. NOTE: All vehicles must be certified as National Fire Protection Association (NFPA) and/or Federal Aviation Administration (FAA) compliant, as applicable.

**Cooperative Purchasing:** No
**Set Aside:** No
**FSC/PSC Code :** 4240
**Maximum Order :** $2,000,000

**NAICS**

| Number | Description | Business Size |
|---|---|---|
| 336110 | AUTOMOBILE AND LIGHT DUTY MOTOR VEHICLE MANUFACTURING | 1500 employees |
| 336120 | Heavy Duty Truck Manufacturing | 1500 employees |

**Instructions:**
The offeror shall provide the following information for product(s) offered under SIN 3361:

- **o** A complete commercial description of each of the individual product(s) offered.
- **o** When available, detailed drawings of the actual product(s) offered.
- **o** For vehicles, the offeror shall provide, when available, photo(s) of the actual vehicle(s) offered

In addition, for Fire Fighting Vehicles the offeror shall furnish evidence that the vehicles offered are fully NFPA or FAA compliant as applicable:

- **o** NFPA 1901 compliant Command, Pumper, Initial Attack, Mobile Water Supply, Aerial, Quint, Special Service, and Mobile Foam Apparatus.
- **o** NFPA 414 & FAA Circular 150/5220-10 compliant Aircraft Rescue and Fire Fighting Vehicles
- **o** NFPA 1906 compliant Wildland Fire Apparatus
- **o** NFPA 1901 & 1912 compliant Custom Fire Fighting Chassis and Fire Fighting Vehicle Glider Kits

**SIN Level Regulations:**

| Regulation Number | Regulation Title/Comments |
|---|---|
| 552.246-71 | SOURCE INSPECTION BY GOVERNMENT (JUN 2009) |

## SIN 3361E Electric and Autonomous Vehicles and Accessories

3361E Includes electric and autonomous vehicles and accessories.

**Cooperative Purchasing:** No
**Set Aside:** No
**FSC/PSC Code :** 2310
**Maximum Order :** $2,000,000

**NAICS**

| Number | Description | Business Size |
|---|---|---|
| 336110 | AUTOMOBILE AND LIGHT DUTY MOTOR VEHICLE MANUFACTURING | 1500 employees |
| 336120 | Heavy Duty Truck Manufacturing | 1500 employees |

**Instructions:**
The offeror shall provide the following information for product(s) offered under SIN 3361E:

- **o** A complete commercial description of each of the individual product(s) offered.
- **o** When available, detailed drawings of the actual product(s) offered.
- **o** For vehicles, the offeror shall provide, when available, photo(s) of the actual vehicle(s) offered

**SIN Level Regulations:**

| Regulation Number | Regulation Title/Comments |
|---|---|
| 552.246-71 | SOURCE INSPECTION BY GOVERNMENT (JUN 2009) |

## SIN 3361V Vocational Vehicles

3361V Utility & Telecom Construction Equipment and Attachments: Includes but not limited to: Service and Line Body Trucks, Personnel Lifts, Digger Derricks, Cable Placers. Special Vocation Vehicles and Attachment: Vocations include but not limited to: Blood Donor, Dental, Laboratory, Medical, Clinical, Healthcare, Mobile Command, Concession, Sound Stage, Emergency Response, Communication, Broadcast, Electronic News Gathering, Training, Marketing, Troop Transport, Patient Evacuation, and related options and equipment. Platforms include but not limited to: Truck, Van, Semitrailer, Trailer, Bus, and Motorcoach. Aircraft Ground Support Vehicles and Equipment: Includes but not limited to: Catering Highlift Trucks, Cabin Service Highlift Trucks, Handicap Passenger Highlift Trucks, Stake Bed Highlift Trucks, Narrow Passenger Stairway Trucks, Wide Body Passenger Stairway Trucks, Lavatory Trucks, Washers and De-icer Maintenance Lifts, Potable Water Trucks, Lavatory Carts, Belt Loaders, and related accessories. Waste Disposal Vehicles and Attachments: including but not limited to: Refuse Vehicles and/or Trailers; Recycling Vehicles and/or Trailers; Hazardous Waste Disposal Vehicles and/or Trailers; and Liquid Waste Vehicles and/or Trailers, Roll-off, Hoist, and Hook Lift Trucks.

**Cooperative Purchasing:** No
**Set Aside:** No
**FSC/PSC Code :** 2540
**Maximum Order :** $2,000,000

**NAICS**

| Number | Description | Business Size |
|---|---|---|
| 336110 | AUTOMOBILE AND LIGHT DUTY MOTOR VEHICLE MANUFACTURING | 1500 employees |
| 336120 | Heavy Duty Truck Manufacturing | 1500 employees |

**Instructions:**
The offeror shall provide the following information for product(s) offered under SIN 33621V:

- **o** A complete commercial description of each of the individual product(s) offered.
- **o** When available, detailed drawings of the actual product(s) offered.
- **o** For vehicles, the offeror shall provide, when available, photo(s) of the actual vehicle(s) offered

In addition, the offeror shall certify

- **o** Mobile Waste, Recyclable Materials Collection, Transportation, and Compaction Equipment are ANSI

Z245.1 compliant.

**o** Utility & Telecom Construction Equipment and Attachments are ANSI A92.2 compliant.

**SIN Level Regulations:**

| Regulation Number | Regulation Title/Comments |
|---|---|
| 552.246-71 | SOURCE INSPECTION BY GOVERNMENT (JUN 2009) |

## SIN 33611 Purchase or Lease of Gas or Electric Low Speed Vehicles

33611 Purchase or lease street legal electric or gasoline powered low-speed vehicles. Vehicles configured to carry two, four, six or more passengers, or two passengers and a pickup bed or other utility box. Applications include: passenger transport, security patrol, maintenance, and delivery. Vehicles have basic safety equipment and comply with Federal Motor Vehicle Safety Standard Number 500.

**Cooperative Purchasing:** No
**Set Aside:** No
**FSC/PSC Code :** W023
**Maximum Order :** $250,000

**NAICS**

| Number | Description | Business Size |
|---|---|---|
| 336110 | AUTOMOBILE AND LIGHT DUTY MOTOR VEHICLE MANUFACTURING | 1500 employees |

**Instructions:**
The offeror shall provide the following information for product(s) offered under SIN 33611:

- A complete commercial description of each of the individual product(s) offered.
- When available, detailed drawings of the actual product(s) offered.
- For vehicles, the offeror shall provide, when available, photo(s) of the actual vehicle(s) offered
- Proof the vehicles offered are fully FMVSS 500 tested and compliant. Please visit www.gsa.gov/masscopeandtemplates for the SIN requirements for SIN 33611 - Purchase or Lease of Gas or Electric Low Speed Vehicles

**SIN Level Regulations:**

| Regulation Number | Regulation Title/Comments |
|---|---|
| 552.246-71 | SOURCE INSPECTION BY GOVERNMENT (JUN 2009) |

## SIN 336211 Tank Trucks

336211 NFPA 385 & 407 compliant Fuel and Petroleum tank trucks Including but not limited to Bulk Fuel Haulers, Ground Fuel Servicing Trucks (single and multiple product), Aircraft Refueling and De-fueling Tank Trucks. Potable and Non-potable Water Trucks, Street Flushers, Dust Control Spray Trucks, and Trailers. Related equipment and accessories and related equipment.

**Cooperative Purchasing:** No
**Set Aside:** No
**FSC/PSC Code :** 2320
**Maximum Order :** $5,000,000

**NAICS**

| Number | Description | Business Size |
|---|---|---|
| 336211 | Motor Vehicle Body Manufacturing | 1000 employees |

**Instructions:**
The offeror shall provide the following information for product(s) offered under SIN 336211:

- **o** A complete commercial description of each of the individual product(s) offered.
- **o** When available, detailed drawings of the actual product(s) offered.
- **o** For vehicles, the offeror shall provide, when available, photo(s) of the actual vehicle(s) offered

In addition, for Fuel and Petroleum tank trucks the offeror shall furnish evidence that the vehicles offered are fully NFPA 385 & 487 compliant.

**SIN Level Regulations:**

| Regulation Number | Regulation Title/Comments |
|---|---|
| 552.246-71 | SOURCE INSPECTION BY GOVERNMENT (JUN 2009) |

## SIN 336211V Vocational Bodies and Attachments

336211V Includes but not limited to: Stake Bodies, Dump Bodies, Utility Bodies, Cargo Bodies, Towing Bodies, Wrecker Bodies, Line and Service Bodies.

**Cooperative Purchasing:** No
**Set Aside:** No
**FSC/PSC Code :** 2320
**Maximum Order :** $250,000

**NAICS**

| Number | Description | Business Size |
|---|---|---|
| 336211 | Motor Vehicle Body Manufacturing | 1000 employees |

**Instructions:**
The offeror shall provide the following information for product(s) offered under SIN 336211V:

- **o** A complete commercial description of each of the individual product(s) offered.
- **o** When available, detailed drawings of the actual product(s) offered.
- **o** When available, photo(s) of the actual vehicle body(s) offered

## SIN 336212 Trailers and Attachments

336212 Includes but not limited to: Closed Van Semitrailers, Refrigerated Semitrailers, Platform Semitrailers, Low-bed Semitrailers, Cargo Trailers, Utility Trailers.

**Cooperative Purchasing:** No
**Set Aside:** No
**FSC/PSC Code :** 2330
**Maximum Order :** $1,000,000

**NAICS**

| Number | Description | Business Size |
|---|---|---|
| 336212 | Truck Trailer Manufacturing | 1000 employees |

**Instructions:**
The offeror shall provide the following information for product(s) offered under SIN 336212:

- **o** A complete commercial description of each of the individual product(s) offered.
- **o** When available, detailed drawings of the actual product(s) offered.
- **o** For vehicles, the offeror shall provide, when available, photo(s) of the actual vehicle(s) offered

**SIN Level Regulations:**

| Regulation Number | Regulation Title/Comments |
|---|---|
| 552.246-71 | SOURCE INSPECTION BY GOVERNMENT (JUN 2009) |

## SIN 3363 Upfitting of Government-owned Emergency Response Vehicles to Provide Turn-key Solutions

3363 Includes but not limited to furnishing and installing various Electrical Harnesses, Interior and Exterior Lighting Systems, Storage Devices, Sirens, Consoles, and Radio Systems in government owned emergency response vehicles.

**Cooperative Purchasing:** No
**Set Aside:** No
**FSC/PSC Code :** N042
**Maximum Order :** $2,000,000

**NAICS**

| Number | Description | Business Size |
|---|---|---|
| 336320 | Motor Vehicle Electrical and Electronic Equipment Manufacturing | 1000 employees |
| 336390 | Other Motor Vehicle Parts Manufacturing | 1000 employees |

**SIN Level Regulations:**

| Regulation Number | Regulation Title/Comments |
|---|---|
| 552.246-71 | SOURCE INSPECTION BY GOVERNMENT (JUN 2009) |

## SIN 3363P Spare Components and Vehicle Accessories

3363P Components and accessories for various vehicles such as sedans, buses, medium and heavy duty trucks.

**Cooperative Purchasing:** No
**Set Aside:** No
**FSC/PSC Code :** 2590
**Maximum Order :** $250,000

**NAICS**

| Number | Description | Business Size |
|---|---|---|
| 336310 | Motor Vehicle Gasoline Engine and Engine Parts Manufacturing | 1050 employess |

**Instructions:**
The offeror shall furnish test results from the US EPA Aftermarket Retrofit Device Evaluation Program (511 Program), or EPA's Environmental Technology Verification Program, as applicable, for evaluation of aftermarket devices that manufacturers claim will improve fuel economy and/or reduce exhaust emissions. The tests shall be performed at the US EPA, National Vehicle and Fuel Emissions Laboratory (NVFEL). The data and test results shall be statistically significant as determined by the NVFEL.

Additional technical requirements include but are not limited to a final GSA determination of "statistically significant." The following definition shall be used: For fuel savings and/or emissions reducing devices, the

fuel savings and/or emissions reductions shall be of such magnitude or significance that the technology used is considered break-through in the automotive and science industry. A device that shows minor improvement shall be considered technically unacceptable. Final technical acceptance shall be determined by the GSA. Devices that are not covered under the EPA's programs shall be considered technically unacceptable and not applicable under GSA's Schedule Program.

All fuel saving or emission reduction devices are required to have the following verbiage posted in the description used for each device. "GSA does not endorse, certify, or approve fuel saving or emission reducing products."

Oil, fuel, or fuel additives are not applicable under SIN 3363P.

## SIN 336350 Remanufactured Automotive Components

336350 Includes but not limited to: Engines, Transmissions, Differentials & Rear Axle Assemblies, and Electrical Components.

NOTE: The remanufactured automotive components must be identified per 552.238-78 and meet the prescribed definition of "factory rebuilt to original specifications."

**Cooperative Purchasing:** No
**Set Aside:** No
**FSC/PSC Code :** 2520
**Maximum Order :** $250,000

**NAICS**

| Number | Description | Business Size |
|---|---|---|
| 336350 | Motor Vehicle Transmission and Power Train Parts Manufacturing | 1500 employees |

## SIN 336611 Marine Craft Repairing

336611 Includes all repair and maintenance services for marine crafts and products such as boats (all types), floating marine barriers and booms, inboard and outboard engines, etc.

NOTE: Subject to Cooperative Purchasing

**Cooperative Purchasing:** Yes
**Set Aside:** No
**FSC/PSC Code :** 2805
**Maximum Order :** $350,000

**NAICS**

| Number | Description | Business Size |
|---|---|---|
| 336611 | Ship Building and Repairing | 1300 employess |

## SIN 336612 Marine Craft

336612 Includes marine crafts and products such as boats (all types), floating marine barriers and booms, inboard and outboard engines, etc.

NOTE: Subject to Cooperative Purchasing

**Cooperative Purchasing:** Yes
**Set Aside:** No
**FSC/PSC Code :** 1940
**Maximum Order :** $250,000

**NAICS**

| Number | Description | Business Size |
|---|---|---|
| 336612 | Boat Building | 1000 employees |

## SIN 336612R Recreational Watercraft

336612R Includes recreational watercraft products, such as jet skis, canoes, kayaks, and paddleboats.

**Cooperative Purchasing:** No
**Set Aside:** No
**FSC/PSC Code :** 1990
**Maximum Order :** $500,000

**NAICS**

| Number | Description | Business Size |
|---|---|---|
| 336612 | Boat Building | 1000 employees |

## SIN 336991 Wheel and Track Vehicles

336991 Includes all wheel and track vehicles, such as ATVs, snowmobiles, bicycles, and any required accessory.

NOTE: Subject to Cooperative Purchasing

**Cooperative Purchasing:** Yes
**Set Aside:** No
**FSC/PSC Code :** 2340
**Maximum Order :** $250,000

**NAICS**

| Number | Description | Business Size |
|---|---|---|
| 336991 | Motorcycle, Bicycle and Parts Manufacturing | 1050 employess |

## SIN 488190 Aircraft Components, Maintenance, Repair Services, Extended Warranties, And Maintenance Agreements

488190 Offers customers the choice between hourly repair and annual service agreements. Includes time and material service, and fixed price per incident repair service for aircrafts and related equipment.

**Cooperative Purchasing:** No
**Set Aside:** No
**FSC/PSC Code :** J059
**Maximum Order :** $300,000

**NAICS**

| Number | Description | Business Size |
|---|---|---|
| 488190 | Other Support Activities for Air Transportation | $40 million |

**Instructions:**
In order to provide Product Support Options, the offeror must be an Original Equipment Manufacturer (OEM) or be OEM approved and certified. Offerors shall provide a copy of their current OEM certification with their offer. Additionally, Contractors shall maintain a current OEM certificate for the life of the contract. Copies of the current OEM Certification shall be provided to Government Agencies upon request. Offers will be accepted for New Equipment with Product Support Options and/or for Product Support Options only. The offeror shall also comply with any regulatory requirements, guidelines, and/or standards, which govern the particular equipment and are of commercial practice. As applicable, an offeror must submit and include in their pricelist a list of names, addresses, phone numbers, and facsimile numbers of authorized servicing dealers or authorized service centers responsible to provide equipment service. This information must be provided to enable orders to be placed locally. Only those authorized service dealers/centers listed may render service, unless the list is subsequently modified by mutual agreement between the contractor and the contracting officer.

## SIN 532112 Leasing of Passenger Cars, SUVs, Vans, and Light Trucks

532112 Leasing of Passenger Cars, SUVs, Vans, and Light Trucks.

**Cooperative Purchasing:** No
**Set Aside:** No
**FSC/PSC Code :** W023
**Maximum Order :** $1,000,000

**NAICS**

| Number | Description | Business Size |
|---|---|---|
| 532112 | Passenger Car Leasing | $47 million |

**Instructions:**
Please visit www.gsa.gov/mascategoryrequirements for the required price template and SIN requirements for SIN 532112 - Leasing of Passenger Cars, SUVs, Vans, and Light Trucks

**SIN Level Regulations:**

| Regulation Number | Regulation Title/Comments |
|---|---|
| 52.208-4 | VEHICLE LEASE PAYMENTS (APR 1984) |
| 52.208-5 | CONDITION OF LEASED VEHICLES (APR 1984) |
| 52.208-6 | MARKING OF LEASED VEHICLES (APR 1984) |
| 52.208-7 | TAGGING OF LEASED VEHICLES (MAY 1986) |
| 52.228-8 | LIABILITY AND INSURANCE-LEASED MOTOR VEHICLES (MAY 1999) |

## SIN 532120 Leased Heavy Duty Vehicles

532120 Leasing of heavy duty vehicles including Fire Trucks.

**Cooperative Purchasing:** No
**Set Aside:** No
**FSC/PSC Code :** W042
**Maximum Order :** $250,000

**NAICS**

| Number | Description | Business Size |
|---|---|---|

| | | |
|---|---|---|
| 532120 | Truck, Utility Trailer, and RV (Recreational Vehicle) Rental and Leasing | $47 million |

**SIN Level Regulations:**

| Regulation Number | Regulation Title/Comments |
|---|---|
| 52.208-5 | CONDITION OF LEASED VEHICLES (APR 1984) |
| 52.208-6 | MARKING OF LEASED VEHICLES (APR 1984) |
| 52.208-7 | TAGGING OF LEASED VEHICLES (MAY 1986) |

## K03. Package Delivery Subcategory

### SIN 492110 Package Delivery and Freight Trucking

492110 Includes domestic delivery for letters, parcels, etc. as well as freight transportation services.

**Cooperative Purchasing:** No
**Set Aside:** No
**FSC/PSC Code :** V111
**Maximum Order :** $1,000,000

**NAICS**

| Number | Description | Business Size |
|---|---|---|
| 492110 | Couriers and Express Delivery Services | 1500 employees |

**Instructions:**
Please visit www.gsa.gov/masscopeandtemplates for the required price template and SIN requirements for SIN 492110 - Package Delivery and Freight Trucking.

**SIN Level Regulations:**

| Regulation Number | Regulation Title/Comments |
|---|---|
| 52.222-62 | PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022) |
| L-FSS-FCXA-723 | REQUEST FOR INFORMATION ON THE CRAF PROGRAM ORCERTIFICATE OF TECHNICAL INELIGIBILTY (JAN 2007) |

### SIN 492210SB Local Courier Delivery Services (SBSA)

492210SB Includes domestic delivery services (e.g. local, air, bicycle, boat, or truck) for letters, parcels, etc.

NOTE: Small Business Set Aside (SBSA)

**Cooperative Purchasing:** No
**Set Aside:** Yes
**FSC/PSC Code :** V112
**Maximum Order :** $1,000,000

**NAICS**

| Number | Description | Business Size |
|---|---|---|
| 492210 | Local Messengers and Local Delivery | $34 million |

**Instructions:**
Please visit www.gsa.gov/masscopeandtemplates for the required price template and SIN requirements for SIN 492210SB - Local Courier/Messenger Delivery Services (SBSA).

**SIN Level Regulations:**

| Regulation Number | Regulation Title/Comments |
|---|---|
| 52.222-62 | PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022) |
| 52.225-1 | BUY AMERICAN SUPPLIES (OCT 2022) |
| 52.225-2 | BUY AMERICAN CERTIFICATE (OCT 2022) |

## K04. Packaging Services Subcategory

**Subcategory Level Regulations:**

| Regulation Number | Regulation Title/Comments |
|---|---|
| 52.228-5 | INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997) |
| 52.247-29 | F.O.B. ORIGIN (FEB 2006) |
| 552.246-71 | SOURCE INSPECTION BY GOVERNMENT (JUN 2009) |
| 52.247-68 | REPORT OF SHIPMENT (REPSHIP) (FEB 2006) |
| 552.238-90 | CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2019) |
| 552.238-94 | ACCELERATED DELIVERY REQUIREMENTS (MAY 2019) |
| FBG-0002 | SPECIAL ORDERING PROCEDURES (SEP 2019) |
| I-FSS-970 | TRANSACTIONAL FEE AND SALES REPORTING (DEC 2022) |
| 552.238-91 | MARKING AND DOCUMENTATION REQUIREMENTS FOR SHIPPING (MAY 2019) |
| 552.238-89 | DELIVERIES TO THE U.S. POSTAL SERVICE (MAY 2019) |
| 552.238-92 | VENDOR MANAGED INVENTORY (VMI) PROGRAM (MAY 2019) |
| 552.238-93 | ORDER ACKNOWLEDGMENT (MAY 2019) |
| 552.238-95 | SEPARATE CHARGE FOR PERFORMANCE ORIENTED PACKAGING (POP) (MAY 2019) |
| 552.238-96 | SEPARATE CHARGE FOR DELIVERY WITHIN CONSIGNEE'S PREMISES (MAY 2019) |
| 552.238-73 | IDENTIFICATION OF ELECTRONIC OFFICE EQUIPMENT PROVIDING ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES (MAR 2022) |
| 552.238-107 | TRAFFIC RELEASE (SUPPLIES) (MAY 2019) |
| 552.238-105 | DELIVERIES BEYOND THE CONTRACTUAL PERIOD - PLACING OF ORDERS (MAY 2019) |

### SIN 332439 Shipping, Cargo, Freight, and Storage Containers

332439 Includes shipping, cargo, freight, and storage containers.

**Cooperative Purchasing:** No
**Set Aside:** No
**FSC/PSC Code :** 8145
**Maximum Order :** $250,000

**NAICS**

| Number | Description | Business Size |
|---|---|---|
| 332439 | Other Metal Container Manufacturing | 600 employess |

**Instructions:**
This SIN excludes prefabrication building structures however includes a wide and diverse group of Storage Container Solutions:

-Acquisition of International Standards Organization (ISO) and non- ISO containers including flat racks (platforms), open-top, dry freight, insulated, collapsible, inflatable, refrigerated, and tank containers; and metal drum solutions.

This SIN 332439 scope includes, but is not limited to a diverse category of containers:

Several basic types of International Organization for Standardization (ISO) containers including flat racks (platforms), open-top, dry freight, insulated, refrigerated, and tank containers. Flat racks and platforms are ISO containers that are used to transport heavy machinery. They do not have side walls, but may have end bulkheads and are often collapsible. ISO or intermodal containers are used for the intermodal transport of freight. They are manufactured according to specifications from the International Standards Organization (ISO) and are suitable for multiple transportation methods such as truck, rail, or ship. These regulations define a shipping container size, strength, and durability requirements. ISO requirements guarantee that the container can withstand extreme environments endured during transport and have the structural integrity needed to be lifted by cranes or other heavy equipment during mobility or transport.

Height

Standard ISO containers measure 8 ft. 6 in., but they are available in several discrete heights measuring from 4 ft. to 9 ft. 6 in. Containers that measure 9 ft. 6 in. tall are called extended height or high cube containers while 4 ft. and 4 ft. 6 in. containers may be referenced as half height containers.

Width

The majority of all ISO containers measure 8 ft. or 2,438 mm wide. ISO Containers that exceed this dimension are grouped into two other size ranges. Alpha characters C, D, E, and F identify containers that are greater than 2,438 mm, but less than 2,500 mm. Containers that exceed 2,500 mm are referenced by L, M, N, and P.

Length

The most common lengths are 20 and 40 ft. Other lengths include 24, 28, 44, 45, 46, 53, and 56 ft.

International Organization for Standardization (ISO Certification: Vendors must self-certify that any containers identified and sold as ISO containers under this Schedule meet ISO standards/specifications.

Naming Convention: The Commercial and Military nomenclature may be referred to as BI-CONS, TRICONS and QUADCONS. Container names are based on TWENTY FOOT EQUIVALENT UNITS (TEU). One BICON takes 2 units to create a TEU; a TRICON takes 3 to create a TEU and a QUADCON takes 4 units a TEU.

After Receipt of Order (ARO): Due to the nature of manufacturing and assembly, the 30 day ARO period stated in the solicitation should be negotiated at order level. 180 days ARO is considered the commercial standard and reasonable for container solutions. The Government will accept accelerated delivery at no additional cost.

-Maintenance, repair and modification of new and existing containers including but not limited to Racks, Cages, Shelving, HVAC, Electricity, Refrigeration, Configuration Kits, access doors, windows, locking mechanisms, bulletproofing, security systems, and ventilation features. Kits/ supplies/ tools (products) for the modification/ repair/ customization of freight/ cargo containers may be purchased under this SIN. Maintenance, Repair and Modifications are those: (1) solely associated with the repair, alteration, delivery or installation of container products or services, and which are (2) routine and non-complex in nature, such as routine painting or resurfacing or replacement of floors or panels, basic electrical or plumbing work, removal/relocation of non-load bearing walls, doors or window access, ventilation, installation of security or tracking devices, minor alterations to install storage systems, conveyors or conveyor systems, and similar non-complex services.

Special Notice to Ordering Agencies: Modification and alterations of containers are not intended for human occupancy (i.e. housing).

-Container and related services, not elsewhere classified (NEC) Government agencies will solicit for container ancillary products and services including but not limited to recertification, restenciling, decals, restrapping and/or acquisitions not elsewhere classified under container management such as Container Safety Certification (CSC) or Approved Continuous Examination Program (ACEP) requirements, tracking devices and ancillary shipment services.

## SIN 334419 Unique Identification (UID) / Radio Frequency Identification (RFID

334419 For a variety of applications including supply chain management, logistics, and anti-counterfeiting, to improve

inventory management and reduce operating costs. Unique Identification (UID) is a system of distinguishing one object from another. UID of items requires that qualifying items have a data matrix inscribed either directly on the item or on a permanent machine-readable label affixed to the item. Radio Frequency Identification (RFID) is a method of remotely storing and retrieving data using devices called RFID tags/transponders. An RFID tag is a small object integrated with a silicon chip, such as an adhesive sticker, that can be attached to or incorporated into a product. RFID tags contain antennas to enable them to receive and respond to radio-frequency queries from an RFID transceiver. RFID allows for individual items to have a unique identifier and can identify many items at once. RFID enables consumer packaged goods companies, retailers and other industries to improve their operating efficiency throughout their supply chains.

**Cooperative Purchasing:** No
**Set Aside:** No
**FSC/PSC Code :** 5985
**Maximum Order :** $250,000

**NAICS**

| Number | Description | Business Size |
|---|---|---|
| 334419 | Other Electronic Component Manufacturing | 750 employees |

### SIN 561910 Packaging Services

561910 Consolidation and Container loading of shipments, track & arrange freight shipments, hold bulk shipments in storage, and repacking services. This service also included over-wrapping, cello-wrapping, shrink wrapping, sample packet affixing, conveyor line kit packaging, basket packaging, radio frequency identification security tags, design services, consulting services lab testing, pallet repair and recycling, packager-not mover, design-packaging systems, assessments, assembly, documentation, quality assurance documents, Material Safety Data Sheets (MSDS), raw material certification, customs invoices, certificate of compliances, certificate of origins and, mailing and collating services

**Cooperative Purchasing:** No
**Set Aside:** No
**FSC/PSC Code :** 8135
**Maximum Order :** $250,000

**NAICS**

| Number | Description | Business Size |
|---|---|---|
| 561910 | Packaging and Labeling Services | $19.5 million |

## K05. Transportation of Things Subcategory

### SIN 481211B Air Charter Services - Brokers

481211B Commercial charter and related services for both domestic and international travel and transportation needs. Including, but not limited to, a full range of broker charter services is available, including passenger; medical/patient transport; emergency; environmental/climatology; agricultural; charter management; prisoner/alien transport.

**Cooperative Purchasing:** No
**Set Aside:** No
**FSC/PSC Code :** V221
**Maximum Order :** $1,000,000

**NAICS**

| Number | Description | Business Size |
|---|---|---|
| 481211 | Nonscheduled Chartered Passenger Air Transportation | 1500 employees |

**Instructions:**
Must have one of the following:

- **o** Be DOD approved
- **o** Hold a Wyvern certificate
- **o** Be an ARG/US Gold or higher rating

Please visit www.gsa.gov/masscopeandtemplates for the required price template and SIN requirements for SIN 481211B - Air Charter Services - Brokers

**SIN Level Regulations:**

| Regulation Number | Regulation Title/Comments |
|---|---|
| 52.228-5 | INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997) |

## SIN 481211O Air Charter Services - Owner Operated

481211O Commercial charter and related services for both domestic and international travel and transportation needs. Including, but not limited to, a full range of owner-operated charter services is available, including passenger; medical/patient transport; emergency; environmental/climatology; agricultural; charter management; prisoner/alien transport.

**Cooperative Purchasing:** No
**Set Aside:** No
**FSC/PSC Code :** V221
**Maximum Order :** $1,000,000

**NAICS**

| Number | Description | Business Size |
|---|---|---|
| 481211 | Nonscheduled Chartered Passenger Air Transportation | 1500 employees |

**Instructions:**
Must have one of the following:

- **o** Be DOD approved
- **o** Hold a Wyvern certificate
- **o** Be an ARG/US Gold or higher rating

Please visit www.gsa.gov/masscopeandtemplates for the required price template and SIN requirements for SIN 481211O - Air Charter Services - Owner Operated

**SIN Level Regulations:**

| Regulation Number | Regulation Title/Comments |
|---|---|
| 52.228-5 | INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997) |

## SIN 485 Ground Transportation

485 Ground Transportation Services utilizing Van, Motor Coach (Bus), or Limousine for both scheduled and unscheduled routes. Services are available for single or multiple passenger shuttle transportation between and among buildings; driver services; airport transport; and VIP transport; etc. within or between cities. All services necessary to provide passenger shuttle services.
These services may include environmentally sustainable options designed through Environmental Protection Agency (EPA) SmartWay Program that reduce the impact of freight transport on the environment in the areas of fuel consumption, greenhouse gas, and emissions of air toxics.

**Cooperative Purchasing:** No
**Set Aside:** No
**FSC/PSC Code :** V122
**Maximum Order :** $1,000,000

**NAICS**

| Number | Description | Business Size |
|---|---|---|
| 485320 | Limousine Service | $19 million |
| 485991 | Special Needs Transportation | $19 million |
| 485999 | All Other Transit and Ground Passenger Transportation | $19 million |

**Instructions:**
Please visit www.gsa.gov/masscopeandtemplates for the required price template and SIN requirements for SIN 485 - Ground Transportation.

**SIN Level Regulations:**

| Regulation Number | Regulation Title/Comments |
|---|---|
| 52.222-62 | PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022) |

## SIN 532111 Automotive equipment rental and leasing, Rental Supplemental Vehicle Program (RSVP)

532111 Includes rental services of vehicle types (including car, truck, and special equipment rentals such as trailers, refrigerated trucks, etc.) to supplement federal fleets and/or support official business vehicular needs for other than temporary duty travel purposes.

NOTE: Environmentally sustainable options may be available through Environmental Protection Agency's (EPA) SmartWay Program, which aims to reduce the environmental impact of freight transport.

**Cooperative Purchasing:** No
**Set Aside:** No
**FSC/PSC Code :** V122
**Maximum Order :** $1,000,000

**NAICS**

| Number | Description | Business Size |
|---|---|---|
| 532111 | Passenger Car Rental | $47 million |

**Instructions:**
Please visit www.gsa.gov/masscopeandtemplates for the required price template and SIN requirements for SIN 532111 - Automotive Equipment Rental and Leasing - Rental Supplemental Vehicle Program (RSVP)

**SIN Level Regulations:**

| Regulation Number | Regulation Title/Comments |
|---|---|
| FBG-C-FSS-0001 | LIABILITY AND INSURANCE – RENTED MOTOR VEHICLES (SEP 2019) |
| FBG-C-FSS-0002 | ACCIDENT/THEFT – RENTED MOTOR VEHICLES (Does not apply to Car Sharing Services) (SEP 2019) |

**Full Text Regulations:**

**Begin Regulation**

### 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022)

(a) *Definitions*. As used in this clause (in accordance with 29 CFR 13.2) —

“Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.

“Employee” —

(1) (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and

(A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),

(B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and

(ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor’s Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2) (i) An employee performs “on” a contract if the employee directly performs the specific services called for by the contract; and

(ii) An employee performs “in connection with” a contract if the employee’s work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

“Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship” has the meaning given in 29 CFR 13.2.

“Multiemployer” plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

“Paid sick leave” means compensated absence from employment that is required by E.O. 13706 and 29 CFR part 13.

“Parent”, “sexual assault”, “spouse”, and “stalking” have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

(b) *Executive Order 13706.*

(1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.

(2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.

(c) *Paid sick leave*. The Contractor shall —

(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

(2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;

(3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;

(4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;

(5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and

(6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.

(d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).

(e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including–

(1) Any pay and/or benefits denied or lost by reason of the violation;

(2) Other actual monetary losses sustained as a direct result of the violation; and

(3) Liquidated damages.

(f) Payment suspension/contract termination/contractor debarment.

(1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, the contracting agency may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.

(3) A breach of the contract clause may be grounds for debarment as a contractor and

subcontractor as provided in 29 CFR 13.52.

(g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.

(h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.

(i) *Recordkeeping*

(1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

(i) Name, address, and social security number of each employee.

(ii) The employee’s occupation(s) or classification(s).

(iii) The rate or rates of wages paid (including all pay and benefits provided).

(iv) The number of daily and weekly hours worked.

(v) Any deductions made.

(vi) The total wages paid (including all pay and benefits provided) each pay period.

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).

(viii) A copy of employees’ requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.

(ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor’s paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 as described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706).

(x) A copy of any written responses to employees’ requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).

(xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.

(xiii) The relevant contract.

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2) (i) If the Contractor wishes to distinguish between an employee's covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.

(ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time for the Contractor.

(3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.

(4) (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 14026, their respective implementing regulations, or any other applicable law.

(j) *Interference/discrimination.*

(1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to —

(i) Miscalculating the amount of paid sick leave an employee has accrued;

(ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;

(iii) Discouraging an employee from using paid sick leave;

(iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;

(v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;

(vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or

(vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.

(2) The Contractor shall not discharge or in any other manner discriminate against any employee for —

(i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.

(k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of

its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives.

(m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

**Begin Regulation**

## 552.246-71 SOURCE INSPECTION BY GOVERNMENT (JUN 2009)

(a) Inspection by Government personnel.

(1) Supplies to be furnished under this contract will be inspected at source by the Government before shipment from the manufacturing plant or other facility designated by the Contractor, unless the Contractor is otherwise notified in writing by the Contracting Officer or a designated representative. Notwithstanding the foregoing, the Government may perform any or all tests contained in the contract specifications at a Government facility without prior written notice by the Contracting Officer before release of the supplies for shipment. Samples sent to a Government testing facility will be disposed of as follows: Samples from an accepted lot, not damaged in the testing process, will be returned promptly to the Contractor after completion of tests. Samples damaged in the testing process will be disposed of as requested by the Contractor. Samples from a rejected lot will be returned to the Contractor or disposed of in a time and manner agreeable to both the Contractor and the Government.

(2) Government inspection responsibility will be assigned to the GSA quality assurance office which has jurisdiction over the State in which the Contractor's or subcontractor's plant or other designated point for inspection is located. The Contractor shall notify or arrange for subcontractors to notify the designated GSA quality assurance office 7 workdays before the date when supplies will be ready for inspection. Shipment shall not be made until after inspection by the Government is completed and shipment is authorized by the Government..

(b) Inspection and receiving reports. For each shipment, the Contractor shall be responsible for preparation and distribution of inspection documents as follows:

(1) DD Form 250, Material Inspection and Receiving Report, or computer formatted equivalent for deliveries to military agencies; or

(2) GSA Form 308, Notice of Inspection for deliveries to GSA or other civilian agencies. When required, the Contractor will be furnished a supply of GSA Form 308 and/or DD Form 250, and complete instructions for their preparation and distribution.

(c) Inspection facilities.

(1) The inspection system required to be maintained by the Contractor in accordance with FAR 52.246-2, Inspection of Supplies—Fixed Price, may be the Contractor's own facilities or any other facilities acceptable to the Government. These facilities shall be utilized to perform all inspections and tests of materials and components before incorporation into end articles, and for the inspection of such end articles before shipment. The Government reserves the right to evaluate the acceptability and effectiveness of the Contractor's inspection system before award and periodically during the contract period

(2) Offerors are required to specify, in the spaces provided elsewhere in the solicitation, the name and address of each manufacturing plant or other facility where supplies will be available for inspection, indicating the item number(s) to which each applies..

(3) The Contractor shall deliver the items specified in this contract from a plant or warehouse located within the United States (including Puerto Rico and the U.S. Virgin Islands) that is equipped to perform all inspections and tests required by this contract or specifications to evidence conformance therewith, or shall arrange with a testing laboratory or other facility in the United States, acceptable to the Government, to perform the required inspections and tests

(d) Availability of records.

(1) In addition to any other requirement of this contract, the Contractor shall maintain records showing the following information for each order received under the contract:

(i) Order number;

(ii) Date order received by the Contractor;

(iii) Quantity ordered;

(iv) Date scheduled into production;

(v) Batch or lot number, if applicable;

(vi) Date inspected and/or tested;

(vii) Date available for shipment;

(viii) Date shipped or date service completed; and

(ix) National Stock Number (NSN), or if none is provided in the contract, the applicable item number or other contractual identification.

(2) These records should be maintained at the point of source inspection and shall be available to the Contracting Officer, or an authorized representative, for

(i) 3 years after final payment; or

(ii) 4 years from the end of the Contractor's fiscal year in which the record was created, whichever period expires first.

(e) Additional cost for inspection and testing. The Contractor will be charged for any additional cost for inspecting/testing or reinspection/ retesting supplies for the reasons stated in paragraph (e) of FAR 52.246-2, Inspection of Supplies--Fixed Price. When inspection or testing is performed by or under the direction of GSA, charges will be at the rate of $ownerInsert1 per man-hour or fraction thereof if the inspection is at a GSA distribution center; $ownerInsert2 per man-hour or fraction thereof, plus travel costs incurred, if the inspection is at any other location; and $ownerInsert3 per man-hour or fraction thereof for laboratory testing, except that when a testing facility other than a GSA laboratory performs all or part of the required tests, the Contractor shall be assessed the actual cost incurred by the Government as a result of testing at such facility. When inspection is performed by or under the direction of any agency other than GSA, the charges indicated above may be used, or the agency may assess the actual cost of performing the inspection and testing.

(f) Responsibility for rejected supplies. When the Contractor fails to remove or provide instructions for the removal of rejected supplies under FAR 52.246-2(h) pursuant to the Contracting Officer's instructions, the Contractor shall be liable for all costs incurred by the Government in taking such measures as are expedient to avoid unnecessary loss to the Contractor. In addition to the remedies provided in FAR 52.246-2, supplies may be--

(1) Stored for the Contractor's account;

(2) Reshipped to the Contractor at its expense (any additional expense incurred by the Government or the freight carrier caused by the refusal of the Contractor to accept their return also shall be for the Contractor's account); or

(3) Sold to the highest bidder on the open market and the proceeds applied against the accumulated storage and other costs, including the cost of the sale.

*The rates to be inserted are established by the Commissioner of the Federal Acquisition Service or a designee.

**Begin Regulation**

## 52.208-4 VEHICLE LEASE PAYMENTS (APR 1984)

(a) Upon the submission of proper invoices or vouchers, the Government shall pay rent for each vehicle at the rate(s) specified in this contract.

(b) Rent shall accrue from the beginning of this contract, or from the date each vehicle is delivered to the Government, whichever is later, and shall continue until the expiration of the contract term or the termination of this contract. However, rent shall accrue only for the period that each vehicle is in the possession of the Government.

(c) Rent shall not accrue for any vehicle that the Contracting Officer determines does not comply with the Condition of Leased Vehicles clause of this contract or otherwise does not comply with the requirements of this contract, until the vehicle is replaced or the defects are corrected.

(d) Rent shall not accrue for any vehicle during any period when the vehicle is unavailable or unusable as a result of the Contractor's failure to render services for the operation and maintenance of the vehicle as prescribed by this contract.

(e) Rent stated in monthly terms shall be prorated on the basis of 1/30th of the monthly rate for each day the vehicle is in the Government's possession. If this contract contains a mileage provision, the Government shall pay rent as provided in the Schedule.

**Begin Regulation**

## 52.208-5 Condition of Leased Vehicles (APR 1984)

Each vehicle furnished under this contract shall be of good quality and in safe operating condition, and shall comply with the Federal Motor Vehicle Safety Standards (49 CFR 571) and State safety regulations applicable to the vehicle. The Government shall accept or reject the vehicles promptly after receipt. If the Contracting Officer determines that any vehicle furnished is not in compliance with this contract, the Contracting Officer shall promptly inform the Contractor in writing. If the Contractor fails to replace the vehicle or correct the defects as required by the Contracting Officer, the Government may—

(a) By contract or otherwise, correct the defect or arrange for the lease of a similar vehicle and shall charge or set off against the Contractor any excess costs occasioned thereby; or

(b) Terminate the contract under the Default clause of this contract.

**Begin Regulation**

## 52.208-6 MARKING OF LEASED VEHICLES (APR 1984)

(a) The Government may place nonpermanent markings or decals, identifying the using agency, on each side, and on the front and rear bumpers, of any motor vehicle leased under this contract. The Government shall use markings or decals that are removable without damage to the vehicle.

(b) The Contractor may use placards for temporary identification of vehicles except that the placards may not contain any references to the Contractor that may be construed as advertising or endorsement by the Government of the Contractor.

**Begin Regulation**

### 52.208-7 TAGGING OF LEASED VEHICLES (MAY 1986)

While it is the intent that vehicles leased under this contract will operate on Federal tags, the Government reserves the right to utilize State tags if necessary to accomplish its mission. Should State tags be required, the Contractor shall furnish the Government documentation necessary to allow acquisition of such tags. Federal tags are the responsibility of the Government.

**Begin Regulation**

### 52.228-8 LIABILITY AND INSURANCE-LEASED MOTOR VEHICLES (MAY 1999)

(a) The Government shall be responsible for loss of or damage to –

(1) Leased vehicles, except for –

(i) Normal wear and tear; and

(ii) Loss or damage caused by the negligence of the Contractor, its agents, or employees; and

(2) Property of third persons, or the injury or death of third persons, if the Government is liable for such loss, damage, injury, or death under the Federal Tort Claims Act (28 U.S.C.2671-2680).

(b) The Contractor shall be liable for, and shall indemnify and hold harmless the Government against, all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the Contractor, its agents, or employees.

(c) The Contractor shall provide and maintain insurance covering its liabilities under paragraph (b) of this clause, in amounts of at least $200,000 per person and $500,000 per occurrence for death or bodily injury and $20,000 per occurrence for property damage or loss.

(d) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the interests of the Government shall not be effective (1)for such period as the laws of the State in which this contract is to be performed prescribe or (2)until 30 days after written notice to the Contracting Officer, whichever period is longer. The policies shall exclude any claim by the insurer for subrogation against the Government by reason of any payment under the policies.

(e) The contract price shall not include any costs for insurance or contingency to cover losses, damage, injury, or death for which the Government is responsible under paragraph (a) of this clause.

**Begin Regulation**

### L-FSS-FCXA-723 REQUEST FOR INFORMATION ON THE CRAF PROGRAM ORCERTIFICATE OF TECHNICAL INELIGIBILTY (JAN 2007)

Civil Reserve Air Fleet (CRAF) eligible carriers are Federal Aviation Regulation Part 121 certified carriers with international over water or domestic only capability. Carriers with aircraft but not eligible to execute a CRAF contract will be certified as not eligible and will receive a CERTIFICATE OF TECHNICAL CRAF INELIGIBILITY. Carriers that do not own aircraft are exempt from applying for and receiving a Certificate of Technical Ineligibility. For a copy of the Air Mobility Command (AMC) solicitation or to determine technical ineligibility contact:

AMC Aircraft Solicitation

HQ AMC/A3B

Solicitation Number HTC711-07-R-0004

402 Scott Dr. Unit 3A1

Scott AFB IL 62225-5302

Telephone: 618-229-4318

Certificate of CRAF Technical Ineligibility

HQ AMC

Civil Air Division

402 Scott Dr. Unite 3A1

Scott AFB, IL 62225-5302

Telephone: 618-229-1751

**Begin Regulation**

## 52.225-1 BUY AMERICAN SUPPLIES (OCT 2022)

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

*Commercially available off-the-shelf* (COTS) item-

(1) Means any item of supply (including construction material) that is-

(i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (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.

*Component* means an article, material, or supply incorporated directly into an end product.

*Cost of components* means-

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

*Critical component* means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

*Domestic end product* means-

(1) For an end product that does not consist wholly or predominantly of iron or steel or a combination of both—

(i) An unmanufactured end product mined or produced in the United States;

(ii) An end product manufactured in the United States, if—

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029.

(B) The end product is a COTS item; or

(2) For an end product that consists wholly or predominantly of iron or steel or a combination of both, an end product manufactured in the United States, if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all the components used in the end product. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the end product and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the end product contains multiple components, the cost of all the materials used in such end product is calculated in accordance with the definition of “cost of components”.

*End product* means those articles, materials, and supplies to be acquired under the contract for public use.

*Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.*

*Foreign end product* means an end product other than a domestic end product.

*Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.*

*Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.*

*Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.*

*United States* means the 50 States, the District of Columbia, and outlying areas.

(b) 41 U.S.C. chapter 83, Buy American, provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for an end product that is a COTS item (see 12.505(a)(1)), except that for an end product that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the end product, excluding COTS fasteners.

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled “Buy American Certificate.”

(End of clause)

**Begin Regulation**

## 52.225-2 BUY AMERICAN CERTIFICATE (OCT 2022)

(a) (1) The Offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c) of this provision contains a critical component.

(2) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.

(3) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(4) The terms “commercially available off-the-shelf (COTS) item,” “critical component,” "domestic end product," "end product," and "foreign end product" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(b) Foreign End Products:

| | Line Item No. | Country of Origin | Exceeds 55% Domestic Content (Yes/No) |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | (List as Necessary) | | |

(c) Domestic end products containing a critical component:

Line Item No. ___

[List as necessary]

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

(End of clause)

**Begin Regulation**

### 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

**Begin Regulation**

### 52.247-29 F.O.B. ORIGIN (FEB 2006)

(a) The term "f.o.b. origin," as used in this clause, means free of expense to the Government delivered—

(1) On board the indicated type of conveyance of the carrier (or of the Government, if specified) at a designated point in the city, county, and State from which the shipment will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;

(2) To, and placed on, the carrier's wharf (at shipside, within reach of the ship's loading tackle, when the shipping point is within a port area having water transportation service) or the carrier's freight station;

(3) To a U.S. Postal Service facility; or

(4) If stated in the solicitation, to any Government designated point located within the same city or commercial zone as the f.o.b. origin point specified in the contract (the Federal Motor Carrier Safety Administration prescribes commercial zones at Subpart B of 49 CFR part 372).

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2) (i) Order specified carrier equipment when requested by the Government; or

(ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;

(3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carrier's conveyance as required by carrier rules and regulations;

(4) Be responsible for any loss of and/or damage to the goods—

(i) Occurring before delivery to the carrier;

(ii) Resulting from improper packing and marking; or

(iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carrier's conveyance;

(5) Complete the Government bill of lading supplied by the ordering agency or, when a Government bill of lading is not supplied, prepare a commercial bill of lading or other transportation receipt. The bill of lading shall show—

(i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;

(ii) The seals affixed to the conveyance with their serial numbers or other identification;

(iii) Lengths and capacities of cars or trucks ordered and furnished;

(iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc.;

(v) Special instructions or annotations requested by the ordering agency for commercial bills of lading; e.g., "This shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the Government"; and

(vi) The signature of the carrier's agent and the date the shipment is received by the carrier; and

(6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency.

(c) These Contractor responsibilities are specified for performance at the plant or plants at which the supplies are to be finally inspected and accepted, unless the facilities for shipment by carrier's equipment are not available at the Contractor's plant, in which case the responsibilities shall be

performed f.o.b. the point or points in the same or nearest city where the specified carrier's facilities are available; subject, however, to the following qualifications:

(1) If the Contractor's shipping plant is located in the State of Alaska or Hawaii, the Contractor shall deliver the supplies listed for shipment outside Alaska or Hawaii to the port of loading in Alaska or Hawaii, respectively, as specified in the contract, at Contractor's expense, and to that extent the contract shall be "f.o.b. destination."

(2) Notwithstanding subparagraph (c)(1) of this clause, if the Contractor's shipping plant is located in the State of Hawaii, and the contract requires delivery to be made by container service, the Contractor shall deliver the supplies, at the Contractor's expense, to the container yard in the same or nearest city where seavan container service is available.

**Begin Regulation**

## 52.247-68 REPORT OF SHIPMENT (REPSHIP) (FEB 2006)

(a) Definition. Domestic destination, as used in this clause, means—

(1) A destination within the contiguous United States; or

(2) If shipment originates in Alaska or Hawaii, a destination in Alaska or Hawaii, respectively.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall—

(1) Send a prepaid notice of shipment to the consignee transportation officer—

(i) For all shipments of—

(A) Classified material, protected sensitive, and protected controlled material;

(B) Explosives and poisons, class 1, division 1.1, 1.2 and 1.3; class 2, division 2.3 and class 6, division 6.1;

(C) Radioactive materials requiring the use of a III bar label; or

(ii) When a truckload/carload shipment of supplies weighing 20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle, is given to any carrier (common, contract, or private) for transportation to a domestic destination (other than a port for export);

(2) Transmits the notice by rapid means to be received by the consignee transportation officer at least 24 hours before the arrival of the shipment; and

(3) Send, to the receiving transportation officer, the bill of lading or letter or other document containing the following information and prominently identified as a “Report of Shipment” or “REPSHIP FOR T.O.”

RESHIP FOR T.O. 81 JUN 01
TRANSPORTATION OFFICER, DEFENSE DEPOT, MEMPHIS, TN.
SHIPPED YOUR DEPOT 1981 JUN 1
540 CTNS MENS COTTON TROUSERS, 30,240 LB, 1782 CUBE, VIA XX-YY*
IN CAR NO. XX 123456**-BL***-C98000031****CONTRACT DLA_____
ETA*****-JUNE 5 JONES & CO., JERSEY CITY N.J.

**Begin Regulation**

### 552.238-90 CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2019)

Contractors supplying equipment which uses electrical current are required to supply equipment suitable for the electrical system at the location at which the equipment is to be used as specified on the order.

**Begin Regulation**

### 552.238-94 ACCELERATED DELIVERY REQUIREMENTS (MAY 2019)

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, the ordering activity is encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within three (3) business days after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

**Begin Regulation**

### FBG-0002 SPECIAL ORDERING PROCEDURES (SEP 2019)

These ordering procedures apply to those purchases made under this schedule or through a travel management system as defined by the Federal Travel Regulation for civilian agencies and Joint Travel Regulations for military agencies. Based on the traveler's review of government-preferred suppliers and their negotiated rates through the travel management system for the designated destination, the traveler will select a lodging property on a best-value decision based on his/her agency's policies, the property's location, amenities, availability, price and mission needs.

Payment is normally made directly to the property by the individual traveler. Any payment method can be used; however, the most frequent form of payment is anticipated to be the government-wide commercial charge card for travel. Travel cards are approved and issued to travelers through their respective agency. Currently, Citibank and US Bank are the Government's card issuers. Additional information about the government-wide commercial charge card can be found at the GSA SmartPay® website https://smartpay.gsa.gov/content/state-tax-information.

Net billing is required. The Contractor shall honor the contract rate when presented/provided with the proper government-wide commercial charge card number or other authorized form of payment. In order to effectuate the recognition of contract rates at the point-of-sale, the current government-wide commercial charge cards use the following point-of-sale, the current government-wide commercial charge cards use the following 4-digit prefixes:

| Travel | | |
|---|---|---|
| Prefix (1st four Digits) | 4614 - Visa<br>4615 - Visa<br>4486 - Visa<br>5565 - Mastercard<br>5568 - Mastercard | |
| 6th Digit | 0 | GSA SmartPay Tax Advantage<br>CBA by MCC |
| | 1 | IBA |
| | 2-4 | IBA |

| | | |
|---|---|---|
| | 5 | Reserved |
| | 6-9 | CBA |

The Contractor shall also have the capability of direct billing to an ordering agency as a form of payment such as a purchase order.

The Government assumes no liability for payment of rooms booked by or on behalf of individual travelers or authorized users unless otherwise specified for direct billings between the Contractor and the ordering agency.

**Begin Regulation**

### I-FSS-970 TRANSACTIONAL FEE AND SALES REPORTING (DEC 2022)

(a) The Contractor shall report the total number of transactions for applicable Special Items Numbers (SINS) made under this contract by calendar quarter.

(b) The Contractor shall remit a fee per transaction at the rate set by GSA as follows:

(1) The Contractor shall remit the transactional fee(s) in U.S. dollars within 30 calendar days after the end of the reporting quarter; final payment shall be remitted within 30 days after physical completion of the last outstanding task order or delivery order of the contract.

(2) The transactional fee represents a set fee per transaction. This fee is set at the discretion of GSA, who has the unilateral right to change the fee at any time. The transactional fee covers an additional level of service that is provided by GSA to the Contractor.

(d) All other terms of GSAR clause 552.238-80, Industrial Funding Fee and Sales Reporting, apply.

(End of clause)

**Begin Regulation**

### 552.238-91 MARKING AND DOCUMENTATION REQUIREMENTS FOR SHIPPING (MAY 2019)

(a) *Responsibility*. It shall be the responsibility of the ordering activity to determine the full marking and documentation requirements necessary under the various methods of shipment authorized by the contract.

(b) *Documentation*. In the event the ordering activity fails to provide the essential information and documentation, the Contractor shall, within three days after receipt of order, contact the ordering activity and advise them accordingly. The Contractor shall not proceed with any shipment requiring transshipment via U.S. Government facilities without the prerequisites stated in paragraph (c) of this section.

(c) *Direct shipments*. The Contractor shall mark all items ordered against this contract with indelible ink, paint or fluid, as follows:

(1) Traffic Management or Transportation Officer at FINAL destination.

(2) Ordering Supply Account Number.

(3) Account number.

(4) Delivery Order or Purchase Order Number.

(5) National Stock Number, if applicable; or Contractor's item number.

(6) Box _____ of _____ Boxes.

(7) Nomenclature (brief description of items).

**Begin Regulation**

### 552.238-89 DELIVERIES TO THE U.S. POSTAL SERVICE (MAY 2019)

(a) *Applicability*. This clause applies to orders placed for the U.S. Postal Service (USPS) and accepted by the Contractor for the delivery of supplies to a USPS facility (consignee).

(b) *Mode/method of transportation*. Unless the Contracting Officer grants a waiver of this requirement, any shipment that meets the USPS requirements for mailability (i.e., 70 pounds or less, combined length and girth not more than 108 inches, etc.) delivery shall be accomplished via the use of the USPS. Other commercial services shall not be used, but this does not preclude the Contractor from making delivery by the use of the Contractor's own vehicles.

(c) *Time of delivery*. Notwithstanding the required time for delivery to destination as may be specified elsewhere in this contract, if shipments under this clause are mailed not later than five (5) calendar days before the required delivery date, delivery shall be deemed to have been made timely.

**Begin Regulation**

### 552.238-92 VENDOR MANAGED INVENTORY (VMI) PROGRAM (MAY 2019)

(a) The term “Vendor Managed Inventory” describes a system in which the Contractor monitors and maintains specified inventory levels for selected items at designated stocking points. VMI enables the Contractor to plan production and shipping more efficiently. Stocking points benefit from reduced inventory but steady stock levels.

(b) Contractors that commercially provide a VMI-type system may enter into similar partnerships with ordering agencies under a Blanket Purchase Agreement.

**Begin Regulation**

### 552.238-93 ORDER ACKNOWLEDGMENT (MAY 2019)

Contractors shall acknowledge only those orders which state “Order Acknowledgment Required.” These orders shall be acknowledged within 10 calendar days after receipt. Such acknowledgment shall be sent to the ordering activity placing the order and contain information pertinent to the order, including the anticipated delivery date.

**Begin Regulation**

### 552.238-95 SEPARATE CHARGE FOR PERFORMANCE ORIENTED PACKAGING (POP) (MAY 2019)

(a) Offerors are requested to list the hazardous material item to which the separate charge applies in the spaces provided in this paragraph or on a separate attachment. The final price shall be quoted separately at the order level and, if considered reasonable, will be accepted as part of the order.

| ITEMS | |
|---|---|
| SINS or Descriptive Name of Articles (as appropriate) | Charge for Performance Oriented |
| | |
| | |
| | |

(b) Ordering activities will not be obligated to utilize the Contractor's services for Performance Oriented Packaging, and they may obtain such services elsewhere if desired. However, the Contractor shall provide items in Performance Oriented Packaging when such packing is specified on the delivery order. The Contractor's contract price and the charge for Performance Oriented Packaging will be shown as separate entries on the delivery order.

**Begin Regulation**

### 552.238-96 SEPARATE CHARGE FOR DELIVERY WITHIN CONSIGNEE'S PREMISES (MAY 2019) 538.273(d)(20)

(a) Offerors are requested to insert, in the spaces provided below or by attachment hereto, a separate charge for “Delivery Within Consignee's Premises” applicable to each shipping container to be shipped. (Articles which are comparable in size and weight, and for which the same charge is applicable, should be grouped under an appropriate item description.) These additional charges will be accepted as part of the award, if considered reasonable, and shall be included in the Contractor's published catalog and/or price list.

(b) Ordering activities are not obligated to issue orders on the basis of “Delivery Within Consignee's Premises,” and Contractors may refuse delivery on that basis provided such refusal is communicated in writing to the ordering activity issuing such orders within 5 days of the receipt of such order by the Contractor and provided further, that delivery is made in accordance with the other delivery requirements of the contract. Failure of the Contractor to submit this notification within the time specified shall constitute acceptance to furnish “Delivery Within Consignee's Premises” at the additional charge awarded. When an ordering activity issues an order on the basis of “Delivery Within Consignee's Premises” at the accepted additional charge awarded and the Contractor accepts such orders on that basis, the Contractor will be obligated to provide delivery “F.o.b. Destination, Within Consignee's Premises” in accordance with FAR 52.247-35, which is then incorporated by reference, with the exception that an additional charge as provided herein is allowed for such services. Unless otherwise stipulated by the Offeror, the additional charges awarded hereunder may be applied to any delivery within the 48 contiguous States and the District of Columbia.

(c) When exercising their option to issue orders on the basis of delivery service as provided herein, ordering activities will specify “Delivery Within Consignee's Premises” on the order, and will indicate the exact location to which delivery is to be made. The Contractor's delivery price and the additional charge(s) for “Delivery Within Consignee's Premises” will be shown as separate entries on the order..

| ITEMS | |
|---|---|
| (NSNs or Special Item Numbers or Descriptive Name of Articles) | Additional Charge (Per shipping container) FOR “DELIVERY WITHIN CONSIGNEE'S PREMISES” |
| | |
| | |
| | |

**Begin Regulation**

### 552.238-73 IDENTIFICATION OF ELECTRONIC OFFICE EQUIPMENT PROVIDING ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES (MAR 2022)

(a) Definitions.

"Electronic office equipment accessibility” means the application/configuration of electronic office equipment (includes hardware, software and firmware) in a manner that accommodates the functional limitations of individuals with disabilities so as to promote productivity and provide access to work related and/or public information resources.

"Individuals with Disabilities" mean qualified individuals with impairments as cited in 29 U.S.C. 705(20) who can benefit from electronic office equipment accessibility.

"Special peripheral" means a special needs aid that provides access to electronic equipment that is otherwise inaccessible to individuals with disabilities.

(b) The offeror is encouraged to identify in its offer, and include in any commercial catalogs and pricelists accepted by the Contracting Officer, office equipment, including any special peripheral, that will facilitate electronic office equipment accessibility for individuals with disabilities. Identification should include the type of disability accommodated and how the users with that disability would be helped.

End of clause

**Begin Regulation**

### 552.238-107 TRAFFIC RELEASE (SUPPLIES) (MAY 2019)

Supplies ordered by GSA for export will not be shipped by the Contractor until shipping instructions are received from GSA. To obtain shipping instructions, the Contractor shall forward completed copies of GSA Form 1611, Application for Shipping Instructions and Notice of Availability, to the GSA office designated on the purchase order at least 15 days prior to the anticipated shipping date. Copies of GSA Form 1611 will be furnished to the Contractor with the purchase order. Failure to comply with this requirement could result in nonacceptance of the material by authorities at the port of exportation. When supplies for export are ordered by other Government agencies the Contractor should obtain shipping instructions from the ordering agency.

**Begin Regulation**

### 552.238-105 DELIVERIES BEYOND THE CONTRACTUAL PERIOD - PLACING OF ORDERS (MAY 2019)

In accordance with Clause 552.238-113, Scope of Contract (Eligible Ordering Activities), this contract covers all requirements that may be ordered, as distinguished from delivered during the contract term. This is for the purpose of providing continuity of supply or operations by permitting ordering activities to place orders as requirements arise in the normal course of operations. Accordingly, any order mailed (or received, if forwarded by other 7 means than through the mail) to the Contractor on or before the expiration date of the contract, and providing for delivery within the number of days specified in the contract, shall constitute a valid order.

**Begin Regulation**

### FBG-C-FSS-0001 LIABILITY AND INSURANCE – RENTED MOTOR VEHICLES (SEP 2019)

(a) The Government shall be responsible for loss of or damage to:

1. Motor vehicles rented under this contract, except for (i) normal wear and tear, (ii) loss or damage caused by the negligence of the Contractor, its agents, or employees, (iii) loss or damage covered by the motor vehicle manufacturer's warranty or loss or damage attributable to a manufacturing defect; (iv) Car Sharing Services; and

2. Property of third persons, or the injury or death of third persons, if the Government is liable for such loss, damage, injury, or death under the Federal Tort Claims Act (28U.S.C. 2671-2680).

(b) The Contractor shall be liable for, and shall indemnify and hold harmless the Government against, all actions or claims for loss of or damage to property or the injury or death of persons resulting from the fault, negligence, or wrongful act or omission of the Contractor, its agents, or employees.

(c) The Contractor shall provide and maintain insurance covering its liabilities under paragraph (b) of this clause in accordance with the Contractor's commercial practice but in amounts of at least $200,000 per person and $500,000 per occurrence for death or bodily injury and $20,000 per occurrence for property damage or loss.

(d) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the interests of the Government shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe or (2) until 30 days after written notice to the Contracting Officer, whichever period is longer. The policies shall exclude any claim by the insurer for subrogation against the Government by reason of any payment under the policies.

(e) The contract price shall not include any costs for insurance or contingency to cover losses, damage, injury, or death for which the Government is responsible under paragraph (a) of this clause except for Car Sharing Services. See Specific Requirements Liability and Insurance Section 6(e) above.

(f) The Government shall not be responsible for any loss or damage to any motor vehicles used in Car Sharing Services.

**Begin Regulation**

### FBG-C-FSS-0002 ACCIDENT/THEFT – RENTED MOTOR VEHICLES (Does not apply to Car Sharing Services) (SEP 2019)

The Government will notify the Contractor of vehicle losses due to accident or theft within a reasonable period of time of such occurrence. The Government will reimburse the Contractor, in those cases for which

the Government is responsible for loss or damage under clause FBG-C-FSS0001, LIABILITY AND INSURANCE – RENTED MOTOR VEHICLES, the value of the vehicle to be determined by the Kelley Blue Book (KBB) rating standards at the time the vehicle was damaged beyond economical repair or was stolen (without subsequent recovery or recovery but at total loss), less any payments (at the applicable daily, weekly, or monthly rate) made subsequent to such theft or accident resulting in total damage loss and less the salvage or scrap value (or other value) of the motor vehicle. The Government shall not be responsible for any loss or damage to any motor vehicles used in Car Sharing Services.