Category Attachment

Code : **C**

Title : **Furniture and Furnishings**

Solicitation Number : **47QSMD20R0001**

Refresh Number : **0003**

Created on July 1, 2020

Furniture and Furnishings Category Instructions and Regulations

Instructions:
All offerors must follow evaluation criteria and instructions outlined in the MAS solicitation, including in SCP-FSS-001. The Furniture and Furnishings 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/mascategoryrequirements

For additional guidance and information for Schedule buyers and sellers, including a list of specifications, standards and purchase descriptions that commonly apply to furniture and furnishings, please visit our general guidance page at www.gsa.gov/furniture.

General Requirements:

Products offered under this category shall meet the technical requirements outlined in this document.

For those Subcategories that require testing, a certification utilizing the appropriate template must be provided. Although actual copies of test reports are not required to be submitted, GSA reserves the right to request actual copies of test reports at any time prior to contract award or during the course of the contract. Failure to provide test reports may result in rejection of the offer or termination of the contract. If a dispute arises relating to testing at the individual order or BPA level, the ordering activity has the right to determine whether a retest is appropriate for the product offered.

Customized Items

Contractors are permitted to quote customized versions of a current MAS product solution at the order level as long as they:

Adhere to the technical requirements of the Furniture Category AND

Are quoted in accordance with each respective schedule holders approved current GSA discounts and product lines.

NOTE: This will be considered a Schedule sale and applicable IFF will be paid.

Instructions for Certification Requirements for Furniture:

Applicable to the following 4 subcategories: Healthcare Furniture, Household Dormitory & Quarters, Miscellaneous Furniture and Office Furniture

The Test and Technical Requirements Certification for Furniture shall be provided at the time of the contract proposal, each contract extension and each contract modification request to add new products. The Certification shall be signed and dated by the company official responsible for binding the contract. In addition, retesting and an updated certification shall be provided when the test standard is revised or when product changes are made. This document can be located at www.gsa.gov/mascategoryrequirements

Test Standard Revision, Retesting, and Recertification Requirements:

When a test standard is revised, retesting and recertification is required within 3 years of the issuance date of the new standard regardless of the age of testing previously performed. GSA will accept certifications for tests performed using the previous edition of an industry standard for up to 18 months after the approval date of a new revision.

Product Changes, Retesting, and Recertification Requirements:

Retesting and recertification is required within 8 months after the manufacturer makes changes to the product. Product changes that would require retesting include changes to the design, joinery, components, hardware supplier or construction. Following are examples of changes that would warrant retesting and re-certification. These are only examples of the type of changes that would necessitate retesting but is not intended to be an all-inclusive list.

- **o** Reducing thickness of steel.
- **o** Changing the shape of a steel formation in the product.
- **o** Using longer drawer suspensions. (Using shorter length suspensions would not require retesting).
- **o** Changing brand or model of drawer suspensions even if they are the same basic design.
- **o** Changing grade or type of wood core material. (Changing the supplier of wood core material but not changing type and grade would not require retesting.)
- **o** Changing frame materials in any part of a sofa/chair such as from solid lumber to another material such as plywood.
- **o** Changing spring system in a sofa/chair such as from hand tied coil springs to another system.

o Changing joinery method in any part of a sofa/chair frame such as from dowels to gang nail plates.

o Reducing thickness/width dimensions of wood frame members.

o Changing wood joinery method such as from dowels to biscuits.

Safety Requirements (ALL SINs as applicable):

1. All electrical components, including installation methods and instructions, shall comply with the applicable Underwriters Laboratories (UL) standards and UL Dorm Room Safety 101 guidelines available online at www.ul.com .

2. All unframed glass doors and table top inserts shall use tempered glass.

Flammability Requirements (ALL SINs as applicable):

1. All upholstery components (fabric, vinyl, leather, foam, batting, etc.) used in seating products being offered, shall comply with the applicable requirements of the State of California Technical Bulletin (TB) 117, latest issue in effect. Compliance with TB 117 shall be determined through testing and periodic retesting of the upholstery components by the component or seating manufacturer or an independent laboratory.

2. Mattresses (as defined in 1632.1) shall comply with test requirements in 16 CFR Part 1632 (FF 4-72-cigarette resistance test). In addition, mattresses and mattress sets (as defined in 1633.2) shall comply with 16 CFR 1633 (open flame test).

3. Vertical fabrics shall meet the small-scale NFPA 701 flammability test.

Regulation Number	Regulation Title/Comments
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)
52.222-48	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT CERTIFICATION (MAY 2014)
52.207-5	OPTION TO PURCHASE EQUIPMENT (FEB 1995)
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-1	STATE AND LOCAL TAXES (APR 1984)
52.247-68	REPORT OF SHIPMENT (REPSHIP) (FEB 2006)
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)
52.223-14	ACQUISITION OF EPEAT® - REGISTERED TELEVISIONS (JUN 2014)
52.222-52	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES - CERTIFICATION (MAY 2014)

52.223-11	OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUN 2016)
552.238-105	DELIVERIES BEYOND THE CONTRACTUAL PERIOD - PLACING OF ORDERS (MAY 2019)
552.238-107	TRAFFIC RELEASE (SUPPLIES) (MAY 2019)
552.238-111	ENVIRONMENTAL PROTECTION AGENCY REGISTRATION REQUIREMENT (MAY 2019)
552.238-73	IDENTIFICATION OF ELECTRONIC OFFICE EQUIPMENT PROVIDING ACCESSIBILITY FOR THE HANDICAPPED (MAY 2019)
552.238-86	DELIVERY SCHEDULE (MAY 2019)
552.238-89	DELIVERIES TO THE U.S. POSTAL SERVICE (MAY 2019)
552.238-90	CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2019)
552.238-91	MARKING AND DOCUMENTATION REQUIREMENTS FOR SHIPPING (MAY 2019)
552.238-92	VENDOR MANAGED INVENTORY (VMI) PROGRAM (MAY 2019)
552.238-93	ORDER ACKNOWLEDGMENT (MAY 2019)
552.238-94	ACCELERATED DELIVERY REQUIREMENTS (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)

Subcategory Instructions and Regulations

C01. Flooring Subcategory

Instructions:
Note: The manufacturer shall submit a test certification for all required tests and shall retain current test reports used as the basis for the certification for the term of the contract. GSA reserves the right to request copies of test reports at any time prior to contract award or during the course of the contract. Failure to provide test reports may result in rejection of the offer or termination of the contract.

The required template is located at www.gsa.gov/mascategoryrequirements.

SIN 314110 Carpet Flooring

314110 Carpet flooring including but not limited to broadloom carpet, carpet tiles, carpet cushions, mats and matting with and without logos.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : S214
Maximum Order : $500,000

NAICS

Number	Description	Business Size
314110	Carpet and Rug Mills	1500 employees

Instructions:
Ancillary services are included under this SIN; however, services performed under this SIN shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Services provided under this SIN must be ancillary to other schedule offerings and may only be ordered in conjunction with the purchase of supplies.

SIN Level Regulations:

Regulation Number	Regulation Title/Comments
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011) (ALTERNATE I - NOV 2011)

	Instructions: This clause is only applicable to orders involving total small business set-asides.

SIN 314110SBSA Carpet Flooring (SBSA)

314110SBSA Carpet flooring including but not limited to broadloom carpet, carpet tiles, carpet cushions, mats and matting with and without logos.

NOTE: Small Business Set Aside (SBSA)

Cooperative Purchasing: No
Set Aside: Yes
FSC/PSC Code : S214
Maximum Order : $500,000

NAICS

Number	Description	Business Size
314110	Carpet and Rug Mills	1500 employees

Instructions:
Ancillary services are included under this SIN; however, services performed under this SIN shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Services provided under this SIN must be ancillary to other schedule offerings and may only be ordered in conjunction with the purchase of supplies.

SIN Level Regulations:

Regulation Number	Regulation Title/Comments
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011) (ALTERNATE I - NOV 2011)

SIN 321918 Commercial Flooring

321918 Hard surface flooring including but not limited to vinyl tile, rubber tile, linoleum, laminate wood flooring, sheet flooring

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 7220
Maximum Order : $500,000

NAICS

Number	Description	Business Size
321918	Other Millwork (including Flooring)	500 employees

Instructions:
Ancillary services are included under this SIN; however, services performed under this SIN shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Services provided under this SIN must be ancillary to other schedule offerings and may only be ordered in conjunction with the purchase of supplies.

SIN 321918PF Portable Flooring Solutions

321918PF Includes all portable flooring solutions, such as floors installed as a result of damage and flooring suitable for emergency or disaster recovery efforts.

NOTE: Products may be biodegradable or non-biodegradable, and may meet the requirements of the Environmental Protection Agency's (EPA) Comprehensive Procurement Guidelines Program (for recycled content) or the U.S. Department of Agriculture BioPreferred Program (for bio based content).

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 5520
Maximum Order : $250,000

NAICS

Number	Description	Business Size
321918	Other Millwork (including Flooring)	500 employees

Instructions:
Ancillary services are included under this SIN; however, services performed under this SIN shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Services provided under this SIN must be ancillary to other schedule offerings and may only be ordered in conjunction with the purchase of supplies.

NOTE: Also includes erosion control solutions including but not limited to soil stabilization, barriers and sandbags, and fabric and gabions.

C02. Furniture Services Subcategory

SIN 541614CF Comprehensive Furniture Management Services

541614CF Comprehensive Furniture Management Services including but not limited to Project Management, Assets Management, and Furniture Design/Layout

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : N071
Maximum Order : $250,000

NAICS

Number	Description	Business Size
541614	Process, Physical Distribution and Logistics Consulting Services	$16.5 million

C03. Healthcare Furniture Subcategory

Instructions:
NOTE: 52.222-41 SERVICE CONTRACT LABOR STANDARDS (AUG 2018) and related clauses do not apply to the Healthcare Furniture Subcategory

Hospital Patient Room Furniture:

Electrically adjustable hospital beds shall have been tested and conform to UL 60601and IEC 60601-2-52.

Mattresses shall be intended for special hospital and nursing home use. They shall be designed to conform to adjustable positions of hospital beds. Mattresses designed for use such as orthopedic, burn and prevention of decubitus ulcers are acceptable. Mattresses shall meet the flammability test requirements of 16 CFR 1632 and 16 CFR 1633.

Hospital and Geriatric Chairs:

Sofa groups and sleeper units shall be performance tested in accordance with purchase description 3QSAB 09 609A. Performance testing is not required for recliners, benches, ottomans, and individual lounge chairs having no larger matching pieces.

SIN 337127CSB Chair, Convalescent (SBSA)

337127CSB Includes high- and low-back models designed for use by physically impaired patients, such as ottomans, rocking chairs, etc.

NOTE: Small Business Set Aside (SBSA)

Cooperative Purchasing: No
Set Aside: Yes
FSC/PSC Code : 7110
Maximum Order : $500,000

NAICS

Number	Description	Business Size
337127	Institutional Furniture Manufacturing	500 employees

Instructions:
Ancillary services are included under this SIN; however, services performed under this SIN shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Services provided under this SIN must be ancillary to other schedule offerings and may only be ordered in conjunction with the purchase of supplies.

SIN 339113H Healthcare Furniture

339113H Includes furniture designed and marketed for hospital and/or long-term patient care use, such as hospital patient room furniture, hospital and geriatric chairs, medical head-walls, and patient service columns for general patient care.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 7110
Maximum Order : $500,000

NAICS

Number	Description	Business Size
339113	Surgical Appliance and Supplies Manufacturing	750 employees

Instructions:
Ancillary services are included under this SIN; however, services performed under this SIN shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Services provided under this SIN must be ancillary to other schedule offerings and may only be ordered in conjunction with the purchase of supplies.

C04. Household Dormitory and Quarters Furniture Subcategory

Instructions:
NOTE: 52.222-41 SERVICE CONTRACT LABOR STANDARDS (AUG 2018) and related clauses do not apply to the Household, Dormitory & Quarters Furniture Subcategory

Loft Group:

Loft beds designed and marketed for household use shall comply with the applicable requirements in active ASTM F1427 standard and shall have guardrails and ladder.

Loft beds designed and marketed for dormitory use by adults shall be performance tested (Group 1 and Group 2 tests) and test reports provided as specified in purchase description 3FNE 99-582E. Any under bed drawers or drawers intended for use under a low loft shall be performance tested (Group 3 tests) and test reports provided as specified in purchase description 3FNE 99-582E. Testing must be performed by one of the accredited test labs listed in purchase description 3QSAB 11-613A.

Furniture tipping hazard: Chests, dressers, door chests, chest-on-chests, tall chests, lingerie chests, bureaus and armoires over 30" high shall comply with the active ASTM F2057 standard, Standard Safety Specification for Chests, Door chests and Dressers. In addition, ALL furniture items over 72" high shall be supplied with a wall attachment kit that complies with the active ASTM F2057 standard.

Dormitory, Quarters and Residential Casegoods and Beds:

Bunk beds designed and marketed for household use shall comply with the applicable requirements in the active ASTM F1427 standard and shall have guard rails and ladder.

Bunk beds designed and marketed for dormitory use by adults shall be performance tested (Group 1 and Group 2 tests) and test reports provided as specified in purchase description 3FNE 99-582E. Any under bed drawers or drawers included in captains beds shall be performance tested (Group 3 tests) and test reports provided as specified in purchase description 3FNE 99-582E and the active ASTM F1427 standard. Testing must be performed by one of the accredited test labs listed in the current version of purchase description 3QSAB 11-613

Wall beds shall comply with applicable requirements in the current version of purchase description 3FNE 99-583.

Mattresses shall comply with the test requirements in 16 CFR 1632 (FF 4-72 – cigarette resistance test). Mattresses and mattress sets shall comply with 16 CFR 1633 (open flame test).

Furniture tipping hazard: Chests, dressers, door chests, chest-on-chests, tall chests, lingerie chests, bureaus and armoires over 30" high shall comply with the active ASTM F2057 standard, Standard Safety Specification for Chests, Door chests and Dressers. In addition, ALL furniture items over 72" high shall be supplied with a wall attachment kit that complies with the active ASTM F2057 standard

Cabinets:

Cabinets shall comply with applicable requirements of ANSI/KCMA A161.1. Furniture tipping hazard: ALL cabinet items over 72" high shall be supplied with a wall attachment kit that complies with ASTM F2057

Chairs-Dining Room, Desk, Side, Period Style and Bar Stools:

Rotary base chairs are required to meet all applicable requirements of ANSI/BIFMA X5.1.

Upholstered Seating:

Sofa groups, recliners and sleeper units shall be performance tested as specified in purchase description 3QSAB 09-609A. Performance testing is not required for benches, ottomans, and individual lounge chairs having no larger matching pieces.

SIN 3FURNISH Commercial Office Furnishings (SBSA)

3FURNISH Commercial Office Furnishings including but not limited to lamps and shades, window treatments, coordinating bedspreads and comforters, cubicle curtains and hardware, wall art and artificial trees; includes international offerings under this category

NOTE: Small Business Set Aside (SBSA)

Cooperative Purchasing: No
Set Aside: Yes
FSC/PSC Code : 7290
Maximum Order : $250,000

NAICS

Number	Description	Business Size
314120	Curtain and Linen Mills	750 employees
335121	Residential Electric Lighting Fixture Manufacturing	750 employees

Instructions:
Ancillary services are included under this SIN; however, services performed under this SIN shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Services provided under this SIN must be ancillary to other schedule offerings and may only be ordered in conjunction with the purchase of supplies.

SIN 337121H Household, Dormitory & Quarters Furniture

337121H Furniture for use in a household or quarters.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 7105
Maximum Order : $1,000,000

NAICS

Number	Description	Business Size
337121	Upholstered Household Furniture Manufacturing	1000 employees

Instructions:
Ancillary services are included under this SIN; however, services performed under this SIN shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Services provided under this SIN must be ancillary to other schedule offerings and may only be ordered in conjunction with the purchase of supplies.

SIN 337122SBSA Household, Dormitory & Quarters Furniture (SBSA)

337122SBSA Includes freestanding sleeping, studying and storage space system that allows a variety of configurations to suit specific room needs. Consists, at a minimum, of a bed box and storage unit, and may include other items such as a writing surface, shelf etc.

NOTE: Small Business Set Aside (SBSA).

Cooperative Purchasing: No
Set Aside: Yes
FSC/PSC Code : 7105
Maximum Order : $1,000,000

NAICS

Number	Description	Business Size
337122	Nonupholstered Wood Household Furniture Manufacturing	750 employees

Instructions:
Ancillary services are included under this SIN; however, services performed under this SIN shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Services provided under this SIN must be ancillary to other schedule offerings and may only be ordered in conjunction with the purchase of supplies.

C05. Miscellaneous Furniture Subcategory

Instructions:
NOTE: 52.222-41 SERVICE CONTRACT LABOR STANDARDS (AUG 2018) and related clauses do not apply to the Miscellaneous Furniture Subcategory

SIN 332439MLB Mail Lock Boxes

332439MLB Includes mail lock boxes for apartments, dormitories, and post offices. Boxes may be for interior or exterior applications.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 5140
Maximum Order : $250,000

NAICS

Number	Description	Business Size
332439	Other Metal Container Manufacturing	500 employees

Instructions:
Ancillary services are included under this SIN; however, services performed under this SIN shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Services provided under this SIN must be ancillary to other schedule offerings and may only be ordered in conjunction with the purchase of supplies.

SIN 33712 Complete Daycare, Preschool and Classroom Solutions

33712 Daycare, preschool, and classroom furniture including but not limited to storage units/cabinets, high chairs, cribs and accessories, desks and student chairs, toys and accessories.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 7110
Maximum Order : $250,000

NAICS

Number	Description	Business Size
337122	Nonupholstered Wood Household Furniture Manufacturing	750 employees
337124	Metal Household Furniture Manufacturing	750 employees

Instructions:
Ancillary services are included under this SIN; however, services performed under this SIN shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Services provided under this SIN must be ancillary to other schedule offerings and may only be ordered in conjunction with the purchase of supplies.

Cribs shall be constructed for heavy-duty use. Crib mattresses must be washable, wet-resistant, and flame retardant and shall properly fit the offered cribs. Crib mattresses will be acceptable only if a corresponding size crib is offered and accepted for contract. Safety, performance and flammability requirements are as specified in purchase description 3QSAB 08-606.

SIN 337122OSB Park, Recreational & Outdoor Furniture (SBSA)

337122OSB Includes Park and Recreational Tables, Benches, Outdoor Pool and Patio Furniture and Bleachers.

NOTE: Small Business Set Aside (SBSA)

Cooperative Purchasing: No
Set Aside: Yes
FSC/PSC Code : 5450
Maximum Order : $500,000

NAICS

Number	Description	Business Size
337122	Nonupholstered Wood Household Furniture Manufacturing	750 employees

Instructions:
Ancillary services are included under this SIN; however, services performed under this SIN shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Services provided under this SIN must be ancillary to other schedule offerings and may only be ordered in conjunction with the purchase of supplies.

SIN 337127 Institutional Furniture

337127 Includes laboratory furniture systems, industrial furniture systems, and storage.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 7195
Maximum Order : $250,000

NAICS

Number	Description	Business Size
337127	Institutional Furniture Manufacturing	500 employees

Instructions:
Ancillary services are included under this SIN; however, services performed under this SIN shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Services provided under this SIN must be ancillary to other schedule offerings and may only be ordered in conjunction with the purchase of supplies.

Any electrical plugs and receptacles shall be certified to meet UL 498 with a NEMA configuration of 5-15 (P or R) or 6-15 (P or R). Cord sets shall meet UL 817. Wall hung cabinets and base cabinets shall meet all applicable test sections in ANSI/KCMA A161.1-2012. Lateral file drawers shall meet all applicable test

sections in the most current edition of ANSI/BIFMA X5.9. Vertical file drawers shall meet all applicable test sections in the most current edition of ANSI/BIFMA X5.3.

SIN 337127CFSB Cafeteria and Food Service Furniture (SBSA)

337127CFSB Includes cafeteria and food service furniture, such as booth seating, cluster units, etc.

NOTE: Small Business Set Aside (SBSA)

Cooperative Purchasing: No
Set Aside: Yes
FSC/PSC Code : 7110
Maximum Order : $250,000

NAICS

Number	Description	Business Size
337127	Institutional Furniture Manufacturing	500 employees

Instructions:
Ancillary services are included under this SIN; however, services performed under this SIN shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Services provided under this SIN must be ancillary to other schedule offerings and may only be ordered in conjunction with the purchase of supplies.

SIN 337127CISB Correctional Institution Furniture (SBSA)

337127CISB Includes furniture and accessories specifically designed for use in correctional institutions.

NOTE: Small Business Set Aside (SBSA)

Cooperative Purchasing: No
Set Aside: Yes
FSC/PSC Code : 7110
Maximum Order : $250,000

NAICS

Number	Description	Business Size
337127	Institutional Furniture Manufacturing	500 employees

Instructions:
Ancillary services are included under this SIN; however, services performed under this SIN shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Services provided under this SIN must be ancillary to other schedule offerings and may only be ordered in conjunction with the purchase of supplies.

Bunk beds, bunkable beds, and underbed drawers shall be performance tested and test reports provided as specified in purchase description 3FNE 99-582E. Testing must be performed by one of the accredited test labs listed in purchase description 3QSAB 11-613A.

SIN 337127INT International Furniture Products

337127INT Includes furniture to be used specifically in foreign destinations only.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 7110
Maximum Order : $250,000

NAICS

Number	Description	Business Size
337127	Institutional Furniture Manufacturing	500 employees

Instructions:
Ancillary services are included under this SIN; however, services performed under this SIN shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Services provided under this SIN must be ancillary to other schedule offerings and may only be ordered in conjunction with the purchase of supplies.

This SIN covers items for use only in foreign destinations. All items shall comply with minimum safety standards for the countries in which the products are sold. In addition, bunk beds, loft beds and any underbed drawers (such as within a drawer unit or built into a captains bed) shall be performance tested and test reports provided as specified in purchase description 3FNE 99-582E. Testing must be performed by one of the accredited test labs listed in purchase description 3QSAB 11-613A.

SIN 337127LFSB Library Furniture (SBSA)

337127LFSB Includes furniture designed for library use.

NOTE: Small Business Set Aside (SBSA)

Cooperative Purchasing: No
Set Aside: Yes
FSC/PSC Code : 7110
Maximum Order : $250,000

NAICS

Number	Description	Business Size
337127	Institutional Furniture Manufacturing	500 employees

Instructions:
Ancillary services are included under this SIN; however, services performed under this SIN shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Services provided under this SIN must be ancillary to other schedule offerings and may only be ordered in conjunction with the purchase of supplies.

Library chairs are required to meet all applicable sections of ANSI/BIFMA X5.1. Lounge seating is required to be performance tested as specified in purchase description 3QSAB 09-609A.

SIN 337127TLSB Tables and Lecterns (SBSA)

337127TLSB Includes system-type table, accessories, and lecterns.

NOTE: Small Business Set Aside (SBSA)

Cooperative Purchasing: No

Set Aside: Yes
FSC/PSC Code : 7110
Maximum Order : $250,000

NAICS

Number	Description	Business Size
337127	Institutional Furniture Manufacturing	500 employees

Instructions:
Ancillary services are included under this SIN; however, services performed under this SIN shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Services provided under this SIN must be ancillary to other schedule offerings and may only be ordered in conjunction with the purchase of supplies.

SIN 33721RSB Remanufactured Furniture (SBSA)

33721RSB Includes furniture which has been remanufactured to "like new" condition and meets the same standards that apply to new furniture. Does not include rehabilitated, restored, or refinished furniture.

NOTE: Small Business Set Aside (SBSA)

Cooperative Purchasing: No
Set Aside: Yes
FSC/PSC Code : 7110
Maximum Order : $250,000

NAICS

Number	Description	Business Size
337211	Wood Office Furniture Manufacturing	1000 employees
337214	Office Furniture (Except Wood) Manufacturing	1000 employees

Instructions:
Ancillary services are included under this SIN; however, services performed under this SIN shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Services provided under this SIN must be ancillary to other schedule offerings and may only be ordered in conjunction with the purchase of supplies.

SIN 33721SBSA Storage (SBSA)

33721SBSA Includes cabinet, wall unit, and hazardous material storage.

NOTE: Small Business Set Aside (SBSA)

Cooperative Purchasing: No
Set Aside: Yes
FSC/PSC Code : 7110
Maximum Order : $250,000

NAICS

Number	Description	Business Size
337211	Wood Office Furniture Manufacturing	1000 employees
337214	Office Furniture (Except Wood) Manufacturing	1000 employees

Instructions:
Ancillary services are included under this SIN; however, services performed under this SIN shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Services provided under this SIN must be ancillary to other schedule offerings and may only be ordered in conjunction with the purchase of supplies.

Hazardous materials storage cabinets shall meet the requirements of the Occupational Safety and Health Act (OSHA).

SIN 33721T Training Room, Auditorium and Theater Furniture

33721T Training room, auditorium furniture and theater furniture including floor mounted ascending tier seating. Accessories designed to be used with the offered furniture are acceptable. Products meet applicable safety, performance and flammability requirements.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 7110
Maximum Order : $250,000

NAICS

Number	Description	Business Size
337211	Wood Office Furniture Manufacturing	1000 employees
337214	Office Furniture (Except Wood) Manufacturing	1000 employees

Instructions:
Ancillary services are included under this SIN; however, services performed under this SIN shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Services provided under this SIN must be ancillary to other schedule offerings and may only be ordered in conjunction with the purchase of supplies.

SIN 337215MSB Mail Sorting and Distribution Furniture (SBSA)

337215MSB Includes tables, storage units, consoles, racks, workbenches and accessories designed to be used as interrelated components for the purpose of dumping, opening, reading, sorting, packing and/or wrapping both incoming and outgoing mail.

NOTE: Small Business Set Aside (SBSA)

Cooperative Purchasing: No
Set Aside: Yes
FSC/PSC Code : 7110
Maximum Order : $250,000

NAICS

Number	Description	Business Size
337215	Showcase, Partition, Shelving, and Locker Manufacturing	500 employees

Instructions:
Ancillary services are included under this SIN; however, services performed under this SIN shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Services provided under this SIN must be ancillary to other schedule offerings and may only be ordered in conjunction with the purchase of supplies.

SIN 337215SBSA Wall Units and Displays SBSA

337215SBSA Includes wood construction with high-pressure laminate on all horizontal services, in addition to acoustic partitions, demountable walls, and vertical surface attachments and accessories.

NOTE: Small Business Set Aside (SBSA)

Cooperative Purchasing: No
Set Aside: Yes
FSC/PSC Code : 7105
Maximum Order : $250,000

NAICS

Number	Description	Business Size
337215	Showcase, Partition, Shelving, and Locker Manufacturing	500 employees

Instructions:
Ancillary services are included under this SIN; however, services performed under this SIN shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Services provided under this SIN must be ancillary to other schedule offerings and may only be ordered in conjunction with the purchase of supplies.

Acoustical Partitions, Demountable Walls, and Accessories:

Partitions and demountable walls offered under this SIN shall comply with purchase description 3FNE 98-578B.

Vertical Surface Attachment Panels and Accessories:

Vertical surface attachment panels shall have a maximum flame spread rating of 25 and a maximum smoke development of 450 when tested as specified in the active ASTM E-84 standard.

Wall Units:

Furniture tipping hazard: ALL wall units over 72" high shall be supplied with a wall attachment kit that complies with ASTM F2057.

SIN 532289 Furniture Rental and Leasing

532289 Rental and Leasing of furniture, including but not limited to household, dorm and quarters furniture; office furniture, and healthcare furniture.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 7105
Maximum Order : $250,000

NAICS

Number	Description	Business Size
532289	All Other Consumer Goods Rental	$8 million

Instructions:
Ancillary services are included under this SIN; however, services performed under this SIN shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Services provided under this SIN must be ancillary to other schedule offerings and may only be ordered in conjunction with

supplies.

Items shall comply with all performance, flammability and safety requirements in one of the "purchase" SIN descriptions in this solicitation. Furniture pieces offered under this SIN that are already on GSA contract under a "purchase" SIN require no further testing.

SECTION I - LEASING OF GENERAL PURPOSE COMMERCIAL PRODUCTS:

1. STATEMENT OF GOVERNMENT INTENT

For the purpose of this solicitation, Lease Term is defined as the duration of the lease in months (not to exceed 60 months) as shown on the Ordering Agency's initial delivery order. It is understood by all parties to this contract that this is a leasing arrangement. In that regard, the Government anticipates fulfilling the leasing agreement subject to the availability of appropriated funds and the continued needs of the Ordering Agency. The Ordering Agency, upon issuance of any delivery order intends to use the equipment for the lease term specified in the initial delivery order so long as the needs of the Ordering Agency for the equipment or functionally similar equipment continues to exist and adequate funds are appropriated. Each lease hereunder shall be initiated by a delivery order which shall, either through a statement of work or other attachment specify the equipment being leased, and the terms of the transaction as required in the specific Special Item Number (SIN) description. The lease commencement is the date of acceptance as defined by FAR Subpart 12.4

The first period or initial term of the leasing agreement will be through September 30th of the fiscal year in which the order is placed, or as extended by act of Congress, unless the ordering office has multi-year funding.

Ordering Agencies are advised to follow the guidance provided in Federal Acquisition Regulation (FAR) Subpart 7.4 Equipment Lease or Purchase, and to review the lease terms and conditions prior to ordering and obligating funding for a lease. Ordering Agencies are responsible for the obligation of the funding consistent with fiscal law when entering into any lease arrangement.

2. ORDERING PROCEDURES

(a) Ordering Agencies are strongly encouraged to conduct a needs assessment prior to the procurement.

(b) When the Ordering Agency expresses an interest in leasing a product(s), the Ordering Agency will provide the following information to the prospective vendors:

(i) Which product(s) is (are) required.

(ii) The required delivery date.

(iii) The proposed term of the lease.

(iv) Where the equipment will be located.

(v) Description of the intended use of the equipment.

(c) The contractor will respond with:

(i) Whether the contractor can provide the required equipment.

(ii) The monthly payment based on the rate and the initial and residual values of the equipment.

(iii) The estimated cost, if any, of applicable State or local taxes.

(iv) A confirmation of the availability of the equipment on the required delivery date.

(v) Extent of warranty coverage, if any, of the leased products.

(vi) Cite the cost of any mandatory maintenance as applicable.

(vii) The Termination Ceiling Charges, as applicable. (See Section 13, Early Termination Charges).

(d) The ordering agency and contractor shall agree upon a termination ceiling charge which is

established in accordance with the appropriate formula in Section 13. Early Termination Charges.

(e) The Contracting Officer shall insert the agreed upon termination ceiling charge for the first year in the order and modify it for successive years upon availability of funds.

3. ORDERS AND PERIOD OF LEASING ARRANGEMENTS

(a) Lease Options: At a minimum, Ordering Agencies placing orders for equipment under a leasing arrangement must specify on the delivery order the applicable leasing SIN under which the equipment is being leased.

(i) Lease to Ownership Plan (LTOP) (Lease/Purchase)

(ii) Lease with Option to Own (Operating Lease)

(b) Annual Year Funding. When using annually appropriated funds when placing an order for leasing, the following applies:

(i) Any lease executed by the Ordering Agency shall be on the basis that the known requirements exceed the remainder of the fiscal year. Due to funding constraints, however, the Ordering Agency cannot normally commit to a term longer than one fiscal year at the commencement of the lease. To facilitate the exercise of renewal options for future fiscal years, the lease term will be specified in the delivery order. All orders for leasing shall remain in effect through the Government fiscal year (or as extended by Act of Congress), or the planned expiration date of the lease, whichever is earlier, unless the Ordering Agency exercises its rights hereunder to acquire title to the equipment prior to the planned expiration date. Despite the fact that the delivery order will specify the total lease term, orders under the lease shall not be deemed to obligate succeeding fiscal year's funds or to otherwise commit the Ordering Agency to a renewal.

(ii) All orders for leasing automatically terminate at the end of the Government fiscal year (or as extended by Act of Congress) or the contract term, whichever is earlier. However, Ordering Agencies should notify the contractor in writing thirty (30) calendar days prior to the expiration of such orders as to the Government's intent to renew. Ordering Agencies are instructed to follow the guidelines set forth in Paragraph 14 of this section with regard to termination of lease terms for non-appropriation or agency decisions not to renew. Should Ordering Agencies decide to terminate the lease prior to the expiration of the lease term under any other condition other than those set forth in Paragraph 14, early termination charges shall apply, (See Section 13, Early Termination).

(c) Multi-Year Funding Within contract Period: Where an Ordering Agency's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the Ordering Agency may place a schedule contract order for leasing for a period up to the expiration of its period of appropriation availability, or the expiration of the contract period whichever comes first, notwithstanding the intervening fiscal years.

(d) In recognition of the types of products on this Schedule and the potential adverse impact to the Government's mission, the Government's quiet and peaceful possession and unrestricted use of the equipment shall not be disturbed in the event the equipment is sold by the Contractor, or in the event of bankruptcy of the contractor, corporate dissolution of the Contractor, or other event, so long as the Government is not in default. The equipment shall remain in the possession of the Government until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased equipment by the contractor will not relieve the Contractor of its obligations to the Government, and will not change the Government's duties or increase the burdens or risks imposed on the Government.

(e) Assignment of Claims: In accordance with GSAR 552.232-23 Assignment of Claims under this contract, the Ordering Agency Contracting Officer may approve the assignment of claim for an order under these leasing Special Item Numbers (SINs) in accordance with FAR 32.803. Contractors cannot prohibit or otherwise limit the Government's ability to setoff lease payments under any lease or assignment of a lease.

(f) Government Rights under Lease: The Government does NOT waive any performance requirements, warranty rights nor other contract or statutory rights, such as the right to set off payments against other Government debt, as a part of the lease. The Government's acceptance of an assignment of a lease, does not waive any of the Government contract provisions.

4. MAINTENANCE AND INSTALLATION

(a) Maintenance and installation, when applicable, are not included in the lease payments. The Ordering Agency will obtain installation and/or maintenance from the contractor or a designated authorized service provider.

(b) When installation and/or maintenance are to be performed by the Contractor, the payments, terms and conditions will be as stated in this contract. Maintenance payments and terms and conditions during subsequent renewal periods of this lease will be those of the prevailing GSA Schedule contract in effect.

5. MONTHLY PAYMENTS

(a) Prior to the placement of an order under this SIN, the Ordering Agency and the contractor must agree on a "base value" for the products to be leased. The base value will be the contract purchase price (less any discounts). For operating leases the residual value is independent of the purchase option price. The residual value will be used in the calculation of the original lease payment.

(b) To determine the initial lease term payment, the contractor agrees to apply the negotiated lease factor to the agreed upon base value:

Examples: Lease factor one (1) percent over the rate for the three year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.

or

The Contractor's most favored finance rate factor as agreed to during contract negotiations.

The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets (e.g., Lotus 1-2-3, Excel).

(c) The purchase option price will be based upon the unamortized principle of the product. The payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to date of transfer of ownership. In the event the Government desires, at any time, to acquire title to equipment leased hereunder, the Government may make a one#time lump sum payment.

6. EXPIRATION OF LEASE TERM:

(a) Upon the expiration of the Lease Term, the Ordering Agency will:

(i) Upon 30 day written notice, return the Equipment to the Contractor or -

(ii) Purchase the equipment at the fair market value of the equipment or;

(iii) Obtain requirements in accordance with FAR 8.4 (Ordering Procedures) by issuing a new request for quote.

Note: Customers are advised to see paragraph 15-18 for additional lease expiration provisions.

7. ADDITIONS

For the purpose of this solicitation the definition of an addition is defined as follows:

Additions: The addition of accessories features or other enhancements available for lease under this contract to an existing model (base unit) already installed. Additions shall not change the functionality of the installed equipment.

(a) The ordering agency may require the contractor to modify existing leased equipment through order modifications, provided the modifications are customarily offered by the contractor for the equipment leased. The price of the modification will be mutually agreed upon by the ordering agency and the contractor. The ordering agency may pay for the modification at full price upon acceptance, or the modification price may be leased coterminous with the initial lease term. The contract lease interest rate in effect at the time of order of the modification will be used to calculate the monthly payment applicable to the modification. For Operating leases a residual value should be negotiated for the modification.

For example:

Lease to ownership

Price of the modification - $1,000

Months remaining on the equipment lease - 19

Current contract lease factor at the time of the modification - 045 for 24 month lease, the term closest to remainder of lease.

Interest equivalent (i) for lease factor is 0.625% per month
[rate(N,-pmt,Price)/rate(24,-0.045,1)]

Modification Payment $55.98 [PMT(i,N,P)/PMT(.625%,19,1000)]

(b) The Ordering Agency may affix or install any accessory, addition, equipment or device on the equipment ("additions") provided that such additions:

(i) can be removed without causing material damage to the equipment;

(ii) do not reduce the value of the equipment; and

(iii) re obtained from or approved by the contractor, and are not subject to the interest of any third party other than the contractor.

(c) Any other additions may not be installed without the contractor's prior written consent.

At the end of the lease term, the Government shall remove any additions which:

(i) were not leased from the contractor, and

(ii) are readily removable without causing material damage or impairment of the intended function, use, or value of the equipment, and restore the equipment to its original configuration.

(d) Any additions, which are not removable, will become the contractor's property (lien free).

(e) Payment may be modified based on the schedule price adjusted to reflect the actual period until the end of the lease term.

(f) Should the Ordering Agency elect to replace equipment under the lease, a new FAR 8.4 competition is required. This does not preclude substitution for failure to perform. Ordering Agencies are advised that when making the decision to conduct a new competition, consideration must be given to the early termination of existing equipment and/or the financial considerations involved with the rollover of existing equipment should the current contractor prevail. Ordering Agencies are strongly advised to perform a cost benefit analysis in accordance with their agency procedures and policies with regard to rollovers.

8. RISK OF LOSS OR DAMAGE

The Government is relieved from all risk of loss or damage to the equipment during periods of transportation, installation, and during the entire time the equipment is in possession of the Government, except when loss or damage is due to the fault or negligence of the Government. The Government shall assume risk of loss or damage to the equipment during relocation unless the Contractor shall undertake such relocation.

9. WARRANTY

In accordance with Clause 552.246-73 under this contract, the contractor's warranty, as stated in the contractor's GSA Authorized Price List, is applicable to the lease.

10. EQUIPMENT PERFORMANCE

(a) The equipment supplied must be in operational or repairable condition throughout the term of the lease.

(i) Operational condition means the equipment is performing as intended, all accessories are operating as intended and in all respects the equipment is performing up to the standards in the manufacturer's specifications.

(ii) Repairable condition means that the equipment can be repaired by a qualified technician

within the terms of the maintenance agreement. Additionally, all required replacement parts are available and the equipment down time does not exceed that specified in the maintenance agreement.

(b) After a thirty (30) day notice and cure period, if the equipment continues to fail to be operational or repairable as defined above, the Ordering Agency may take those remedies available to it under either the contractor warranty provisions or default clause set forth in FAR 52.212-4(m). Such recourse will not be the basis for increasing the monthly payment or extending the term of the lease.

(c) Maintenance and Support:

Preventive Maintenance: The contractor shall provide preventive maintenance at least equal to the commercial practice. Intervals between scheduled maintenance services shall be no greater than those provided to commercial customers for the same products.

Response to Service Calls: At minimum, during normal working hours (as specified by the using activity), Monday through Friday (excluding holidays observed by the Government), the contractor shall respond to verbal or written requests for service calls. The contractor shall repair the products within either nine (9) working hours or sixteen (16) working hours (as specified by the User Activity) after the verbal or written request for the service call. However, for products identified as critical, the contractor shall respond to verbal requests for service calls and shall repair the products within four (4) working hours. Products designated critical will be identified by the ordering activity in the order and shall not exceed 5% of the total number of products on the order. The contractor's response time on a service call starts, when authorized personnel of an ordering activity place a verbal request to the contractor for a service call or a written request is received by the contractor requesting a service call, whichever is earlier.

Contractors are required to submit a contingency plan to maintain full and proper operation of products and to avoid extended delays for repair or replacement of products.

Repair and Maintenance Service: Offerors shall submit and include in their pricelist's, a list of Names, addresses, and phone number(s) of authorized representatives, responsible to the contractor, who may be contacted by ordering activities for repair and maintenance of products. Only those authorized representatives listed may render maintenance service, unless the list is subsequently modified by mutual agreement between the contractor and the Contracting Officer, to add or terminate authorized representatives. Contractor shall notify ordering activities of any changes to authorized repair and maintenance representatives.

11. TITLE

During the Lease Term, the equipment shall always remain the property of the contractor. The Government shall have no right or interest in the equipment except as provided in this leasing agreement and shall hold the equipment subject and subordinate to the rights of the contractor.

12. STATE AND LOCAL TAXES (52.229-1):

Notwithstanding the terms of the Federal, State, and Local Taxes Clause, the contract price excludes all State and Local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The contractor shall state separately on its invoices taxes excluded from the contract price, and the Government agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption.

See FAR clauses 52.229-1 State and Local Taxes; 52.229-3 Federal, State, and Local Taxes, which are incorporated by reference.

13. EARLY TERMINATION CHARGES

Equipment leased under this agreement may be terminated at any time during a Government fiscal year by the Ordering Agency's Contracting Office responsible for the delivery order in accordance with FAR 52.212-4, paragraph (l) *Termination for Ordering Activity's Convenience.*

The Termination Ceiling Charge is a limit on the amount that a contractor may claim from the Ordering Agency on the termination for convenience of a lease or failure to renew a lease prior to the end of the lease term for reasons other than those set forth in section 14, Termination for Non-Appropriation. Termination ceiling charges will apply for each year of the lease term. The Ordering Agency and contractor shall establish a Termination Ceiling amount. The Contracting Officer shall insert the Termination Ceiling Charge for amount of the first year in the order and modify it for successive years

upon availability of funds.

No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of cancellation. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the Ordering Agency received for the work performed at cancellation based upon the shorter lease term. No termination cost will be associated with the expiration of the lease term.

Formula 1: FOR Lease To Own (LTOP)

Termination Fee = pmt(i,n,P) *n - sum of PMT - FMV

"P" = Schedule Price of equipment at time of order, inclusive of Ordering Agency negotiated price reductions should be considered.

"PMT" = Actual Monthly Payment paid on order to termination

"i" = Monthly Interest Rate applicable to the order

"n" = number of months from order to termination

"pmt" = Monthly payment corrected to actual lease term"

"FMV" = Fair Market Value of equipment if returned at termination. Unit price adjustments, residual or FMV values used to calculate operating leases, should not be considered

Formula 2: For Operating leases

Termination Fee = PV (i, n,-PMT)

"PV"= Present Value

"i" = Interest rate per month, equal to the interest rate applicable to the calculation of the payment on the delivery order

"n"= Number of months remaining from termination date to the end of the lease term

"PMT" = Current monthly payment amount of the original payments through end of the lease

14. TERMINATION FOR NON-APPROPRIATION

The Ordering Agency reasonably believes that the bona fide need will exist for the entire lease term and corresponding funds in an amount sufficient to make all payment for the lease term will be available to the Ordering Agency. Therefore, it is unlikely that leases entered under the Lease to Own, Operating Lease, and all other equipment will be terminated prior to the full lease term. Nevertheless, the Ordering Agency's Contracting Officer may terminate or not renew leases at the end of any initial base period or renewal period under this paragraph if (a) it no longer has a bona fide need the equipment or functionally similar equipment; or (b) there is a continuing need, but adequate funds have not been appropriated to the ordering agency in an amount sufficient to continue to make the lease payments. If this occurs, the Ordering Agency will promptly notify the contractor and the equipment lease will be cancelled at the end of the last fiscal year for which funds were appropriated. The determination of the availability of funds is made solely by the Government.

15. LEASE EXTENSIONS

Extension of the present lease term is not permitted. Future requirements shall be procured in accordance with FAR 8.4, FSS Ordering Procedures.

16. LEASE EXPIRATIONS –LEASE TO OWN

17. LEASE EXPIRATIONS –OPERATING LEASE AND ALL OTHER EQUIPMENT

Extension of the present lease term is not permitted. Future requirements shall be procured in accordance with FAR 8.4 covering Ordering Procedures.

Unless notified by the Ordering Agency that the Government intends to exercise its option to purchase the equipment, the equipment, upon the expiration of the lease term, will be removed by the contractor at the earliest practicable time. The Ordering Agency is responsible for removal charges. Unless specified

under the schedule contract, removal charges will be administered outside the scope of the contract.

The equipment shall be in the same condition as when delivered, with the exception of ordinary wear and tear. The contractor shall conduct a timely inspection of the returned products and within thirty (30) days of the return, assert a claim if the condition of the equipment exceeds normal wear and tear.

In the event the Ordering Agency desires, at any time, to acquire title to equipment leased hereunder, the price will be mutually agreed upon by the parties.

18 RETURN OF EQUIPMENT

The Government will provide written instructions for the removal of the equipment. The Ordering Agency is required to provide serial numbers and exact location of equipment for pick up.

Upon receipt of this notice the contractor shall remove the equipment within thirty (30) days or a mutually agreed date and time. The Ordering Agency is responsible for removal charges. Unless specified under the schedule contract, removal charges will be administered outside the scope of the contract.

The equipment shall be in the same condition as when delivered, with the exception of ordinary wear and tear. The contractor shall conduct a timely inspection of the returned products and within thirty (30) days of the return, assert a claim if the condition of the equipment exceeds normal wear and tear.

Equipment not removed by the contractor within thirty (30) days of the date of notification by the Order Agency shall be considered as abandoned and subject to such disposal as the Government may deem appropriate.

SECTION II - TERMS AND CONDITIONS APPLICABLE TO DAILY/SHORT TERM RENTAL OF GENERAL PURPOSE COMMERCIAL PRODUCTS:

1. STATEMENT

a. It is understood by all parties to this contract that this is a daily or short term rental arrangement. In the sense that someone would rent a car for a day or a week and lease it for one or more years, the intent of this Schedule pricelist is to provide for the rental of products accordance to agency need. If the Agency's requirement is likely to exceed six months, then other means of acquisition such as lease or purchase should be considered.

b. Agencies are advised to follow the guidance provided in Federal Acquisition Regulation (FAR) Subpart 7.4 Equipment Leasing or Purchase and the guidelines provided in Federal Property Management Regulations (FPMR) 101-25.5 Guidelines for Making Purchase or Lease Determinations, to ascertain whether equipment should be acquired by purchase, lease or rental.

2. RENTAL ARRANGEMENTS

a. In recognition of the types of products on this Schedule and the potential adverse impact to the Government's mission, the Government's quiet and peaceful possession and unrestricted use of the equipment shall not be disturbed in the event the equipment is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event, so long as the Government is not in default. The products shall remain in the possession of the Government until the expiration of the rental agreement. Any assignment, sale, bankruptcy or other transfer of the rented products by the Contractor will not relieve the Contractor of its obligations to the government and will not change the Government's duties or increase the burdens or risks imposed on the Government.

b. GSAR 552.232-23 *Assignment of Claims* is incorporated herein by reference as of this pricelist.

3. ORDERING PROCEDURE

a. When a Government ordering office wishes to place a rental order through this Schedule, the following information will be provided to the vendor:

(1) The required products,

(2) The required delivery date,

(3) The term of the rental order, and

(4) The location and intended use of the products.

b. The vendor will respond with whether the products can be provided on the required delivery date.

4. MAINTENANCE AND INSTALLATION

Maintenance is included in the charge for rental. The Government may obtain installation from the Contractor or from other sources, including Government performed installation and/or maintenance.

5. RENTAL PAYMENTS

a. Rental payments are as stated in this pricelist.

b. If the sum of the payments exceeds _[*TBD at Task Order level*]_% of the stated initial value of the rented products, then ownership of the rented property transfers to the renting agency.

NOTE: Offeror is to insert a proposed percentage.

6. ORDER END OPTION

At the end of the order rental term, the government will return the products to the Contractor pursuant to paragraph 12 unless by written notice, at least three (3) days prior to expiration of the rental term, the Government elects to extend the rental order.

7. UPGRADES AND ADDITIONS

a. The Government may affix or install any accessory, addition, upgrade, equipment or device on the products ("additions") provided that such additions:

(1) can be removed without causing material damage to the products;

(2) do not reduce the value of the products; and

(3) are obtained from or approved by the Contractor and are not subject to the interest of any third party other than the Contractor.

b Any other additions may not be installed without the Contractor's prior written consent. At the end of the rental term, the Government shall remove any additions which:

(1) were not rented from the Contractor, and

(2) are readily removable without causing material damage or impairment of the intended function, use or value of the equipment and restore the product to its original configuration.

c. Any Additions which are not so removable will become the Contractor's property (lien Free).

8. RISK OF LOSS OR DAMAGE

The Government is relieved from all risk of loss or damage to the products during periods of transportation, installation and during the entire time the product is in possession of the Government, except when loss or damage is due to the fault or negligence of the Government. The Government shall assume risk of loss or damage to the product during relocation unless the Contractor shall undertake such relocation.

9. TITLE

The rented property shall always remain the property of the Contractor. The Government shall have no right or interest in the products except as provided in this rental schedule and the rental order and shall hold the property subject and subordinate to the rights of the Contractor.

10. TAXES

The Contractor is responsible for all state and local taxes.

11. DISCONTINUANCE AND TERMINATION

Products rented under this agreement may be terminated at any time during a fiscal year in accordance with FAR 52.212-4, paragraph (1) Termination for the Government's convenience.

12. RETURN OF PRODUCTS

The Government will provide written instructions for the removal of the equipment. The Ordering Agency is required to provide serial numbers and exact location of equipment for pick up.

Upon receipt of this notice the contractor shall remove the equipment within thirty (30) days or a mutually agreed date and time. The Ordering Agency is responsible for removal charges. Unless specified under the schedule contract, removal charges will be administered outside the scope of the contract.

The equipment shall be in the same condition as when delivered, with the exception of ordinary wear and tear. The contractor shall conduct a timely inspection of the returned products and within thirty (30) days of the return, assert a claim if the condition of the equipment exceeds normal wear and tear.

Equipment not removed by the contractor within thirty (30) days of the date of notification by the Order Agency shall be considered as abandoned and subject to such disposal as the Government may deem appropriate.

C06. Office Furniture Subcategory

Instructions:
NOTE: 52.222-41 SERVICE CONTRACT LABOR STANDARDS (AUG 2018) and related clauses do not apply to the Office Furniture Subcategory

Furniture Systems:

Furniture systems shall meet the requirements of purchase description FCNE 87-441F. Workstation clusters shall meet the requirements of purchase description FCNE 87-442F. Furniture systems demountable walls shall meet the requirements of purchase description FCNE 87-445F.

Worksurfaces, Workstations, Computer Furniture and Accessories:

Items shall meet applicable requirements of ANSI/BIFMA X5.5, ANSI/BIFMA X5.9, and ANSI/BIFMA X5.6. Any unit that is offered as Electrostatic Discharge (ESD) compliant shall, in addition to the above tests, meet the requirements in ANSI/ESD S 4.1 and ANSI/ESD STM 4.2. Acceptance level shall be less than 1 x 10e 9 ohms for ANSI/ESD S 4.1. Acceptance level shall be less than 200 volts for ANSI/ESD STM 4.2.

Filing and Storage Cabinets, Shelves, Mobile Carts, Dollies, Racks & Accessories:

Items shall meet the applicable requirements of ANSI/BIFMA X5.3 and ANSI/BIFMA X5.9. The “8.2 Upward Impact Force Disengagement Test for Storage Units” (X5.9) shall be performed after successful completion of the applicable “Extendible Element Cycle Test” on the same cabinet.

High Density, Movable Filing Systems and Accessories:

High-density movable filing systems are required to meet the requirements of purchase description 3FNE 90-504C.

Executive Office Furniture:

Items offered shall comply with the requirements defined in purchase description 3QSAB 09-608. All furniture offered under this SIN shall be GSA Chassis Grade 1, 2, 3, or NA, GSA Drawer Grade 1, 2, 3, 4 or NA, Design A, B or C, as defined in 3QSAB 09-608.

Executive Conference Room Furniture, Coordinated Tables, Case Pieces and Accessories:

Items offered shall comply with the requirements defined in purchase description 3QSAB 09-608. All furniture offered under this SIN shall be GSA Chassis Grade 1, 2, 3, or NA, GSA Drawer Grade 1, 2, 3, 4 or NA, Design A, B or C, as defined in 3QSAB 09-608.

Executive Furniture Single Item Accent & Specialty Pieces:

Items offered shall be GSA Chassis Grade 1, 2, 3, or NA, GSA Drawer Grade 1, 2, 3, 4 or NA, Design A, B or C, as defined in 3QSAB 09-608.

Acoustical Wall Treatments:

Acoustical wall treatments shall have a maximum flame spread rating of 25 and a maximum smoke development of 450 when tested as specified in ASTM E-84. Acoustical wall treatments shall have a minimum noise reduction coefficient (NRC) of 0.50 when tested as specified in ASTM C-423.

Upholstered Seating:

Sofa groups, recliners and sleeper units shall be performance tested as specified in purchase description 3QSAB 09-609A. Performance testing is not required for benches, ottomans, and individual lounge chairs having no larger matching pieces.

Multipurpose Seating :

Ergonomically designed chairs shall have a pneumatic seat height adjustment of not less than 75 mm (3 in), and a five star or more pedestal base equipped with casters. Rotary drafting-type chairs shall have a foot ring or attached footrest and a seat height adjustment of not less than 100 mm (4 in). Jury base chairs, rotary base chairs, and straight leg chairs with casters, are required to meet all applicable requirements of ANSI/BIFMA X5.1. Chairs that are described as intensive use ergonomic chairs shall have a pneumatic seat height adjustment range of not less than 100 mm (4 in) and shall meet Federal Standard 834. Chairs that are described as providing protection against electrostatic discharge shall meet the requirements of ANSI/ESD STM 12.1.

Book Stacks:

Book stacks shall meet the performance test requirements in purchase description 3FNE 00-589.

SIN 33721 Office Furniture

33721 Includes all furniture placed in an office, such as chairs, desks, etc.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 7125
Maximum Order : $250,000

NAICS

Number	Description	Business Size
337211	Wood Office Furniture Manufacturing	1000 employees
337214	Office Furniture (Except Wood) Manufacturing	1000 employees

Instructions:
Ancillary services are included under this SIN; however, services performed under this SIN shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Services provided under this SIN must be ancillary to other schedule offerings and may only be ordered in conjunction with the purchase of supplies.

C07. Packaged Furniture Subcategory

Instructions:
NOTE: 52.222-41 SERVICE CONTRACT LABOR STANDARDS (AUG 2018) and related clauses do not apply to the Packaged Furniture Subcategory

(A) Packaged vendors are considered prime contractors for all packaged requirement orders placed under their MAS contract. As prime contractors, packaged vendors are solely responsible for the delivery of all supplies and services as specified in packaged requirement orders.

(B) Packaged vendors must have an established corporate history as a project integrator for all types of proposed products.

(C) For each proposed SIN, packaged vendors must propose a full and broad array of products/services. The PCO will make a determination that the proposed products and services represent a total solution by analyzing the relevant project experience, supporting invoices and other data. Through examination of this information, the PCO will ensure that the vendor has an established sales history for the proposed mix of packaged products and services.

Vendors must provide supporting invoices for each of the referenced projects included in their technical proposal.

(D) SERVICES: At a minimum, all packaged vendors must provide project management and furniture installation services; however, packaged vendors are permitted to propose any type of ancillary service necessary to support their packaged solution.

Services provided under a packaged solution must be provided under a packaged SIN as part of a total solution. Vendors are not permitted to combine packaged SINs with any other ancillary service SIN.

(E) Proposed suppliers must hold a current MAS contract covering all proposed items. Proposed items must comply with the current pricing, terms and conditions of the supplier's MAS contract. Packaged vendors must submit the following for all proposed suppliers:

1. The current GSA Catalog of the Supplier

2. The current GSA Terms and Conditions of the Supplier's MAS Contract

3. A completed Letter of Commitment for Packages, located at www.gsa.gov/mascategoryrequirements, signed by the supplier within 12 months of submission to the PCO.

(F) Commercial Sales Practice (CSP) and/or supporting pricing/technical data are not required for proposed suppliers as prices are already determined fair and reasonable and technical information has been reviewed under the supplier's MAS contract.

(G) Individual products should not be sold under this SIN, unless as a logical follow-on in accordance with FAR 8.405-6.

(H) The packaged vendor (not the supplier) is responsible for reporting all sales and remitting the Industrial Funding Fee for orders under packaged furniture SINs

(I) Packaged vendors are not permitted to publish individual items on GSA Advantage! under any of the packaged furniture SINs; however, vendors should include a reference to the awarded product supplier's MAS contract in their GSA Price List published on GSA Advantage!.

(J) Packaged vendors are not required to process a contract modification each time modifications are made to a supplier's MAS contract; however, packaged vendors must establish a reliable process to ensure that all proposed products comply with the awarded terms and conditions of the supplier's MAS contract effective at the time an order is placed.

SIN 337121P Packaged Household Dormitory and Quarters Furniture

337121P Includes packaged furniture solutions necessary for customers to furnish sleeping rooms, suites, lounges, dayrooms, common areas, etc.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 7105
Maximum Order : $5,000,000

NAICS

Number	Description	Business Size
337121	Upholstered Household Furniture Manufacturing	1000 employees

Instructions:
Ancillary services are included under this SIN; however, services performed under this SIN shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Services provided under this SIN must be ancillary to other schedule offerings and may only be ordered in conjunction with the purchase of supplies.

SIN 337127P International Packaged Furniture

337127P Includes packaged furniture solutions to be used specifically in foreign destinations only. The contractor should be prepared to offer a total tenant outfitting solution for customers to furnish an entire office and/or room(s) within it.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 7110
Maximum Order : $5,000,000

NAICS

Number	Description	Business Size
337127	Institutional Furniture Manufacturing	500 employees

Instructions:
Ancillary services are included under this SIN; however, services performed under this SIN shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Services provided under this SIN must be ancillary to other schedule offerings and may only be ordered in conjunction with the purchase of supplies.

SIN 33721P Packaged Office Furniture

33721P Includes packaged furniture solutions for customers needing to furnish an office.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 7110
Maximum Order : $5,000,000

NAICS

Number	Description	Business Size
337211	Wood Office Furniture Manufacturing	1000 employees
337214	Office Furniture (Except Wood) Manufacturing	1000 employees

Instructions:
Ancillary services are included under this SIN; however, services performed under this SIN shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Services provided under this SIN must be ancillary to other schedule offerings and may only be ordered in conjunction with the purchase of supplies.

SIN 339113P Packaged Healthcare Furniture

339113P Includes packaged furniture solutions necessary for customers to furnish an entire healthcare office, exam room, waiting room, long-term care room, etc. Contractors should be experienced in offering total tenant outfitting solutions.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 7110
Maximum Order : $5,000,000

NAICS

Number	Description	Business Size
339113	Surgical Appliance and Supplies Manufacturing	750 employees

Instructions:
Ancillary services are included under this SIN; however, services performed under this SIN shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Services provided under this SIN must be ancillary to other schedule offerings and may only be ordered in conjunction with the purchase of supplies.

C08. Signs Subcategory

SIN 339950 Signs

339950 Includes all signage, such as directories, site/facility identification, scoreboards, exit signs, etc.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 9905
Maximum Order : $250,000

NAICS

Number	Description	Business Size
339950	Sign Manufacturing	500 employees

Instructions:
Ancillary services are included under this SIN.

C09. Fitness Solutions Subcategory

SIN 339920PARK Park and Playground Equipment

339920PARK Includes all park and playground equipment, such as grills, bike racks, playground equipment, gazebos, etc. Also includes related services and/or installation.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 7830
Maximum Order : $500,000

NAICS

Number	Description	Business Size
339920	Sporting and Athletic Goods Manufacturing	750 employees

Instructions:
Ancillary services are included under this SIN.

SIN 339920S Sporting Goods Equipment and Supplies

339920S Includes all sporting goods equipment and supplies, such as protective sports gear, sport-specific products, sports bags, air pumps, etc., including ancillary services and/or installation.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 7810
Maximum Order : $250,000

NAICS

Number	Description	Business Size
339920	Sporting and Athletic Goods Manufacturing	750 employees

Instructions:
Ancillary services are included under this SIN.

SIN 339930 Doll, Toy and Game Manufacturing

339930 Includes toys, dolls, and games, in addition to related services and/or installation.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 7820
Maximum Order : $250,000

NAICS

Number	Description	Business Size
339930	Doll, Toy, and Game Manufacturing	500 employees

SIN 713940 Fitness Center Management Services

713940 Includes management and maintenance services for a government-owned gym or fitness room. The contractor must ensure optimal performance of all employed personnel, equipment, and amenities in the facility.

NOTE: The contractor must also understand and comply with all Life Safety and Emergency Procedures regulations and procedures.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : M1FB
Maximum Order : $500,000

NAICS

Number	Description	Business Size
713940	Fitness and Recreational Sports Centers	$8 million

SIN 713940PACK Packaged Fitness Center

713940PACK Includes all products and services necessary to design, plan, acquire equipment, and install a complete, fully operational fitness center in an agency-provided space. Agencies have one contractual document and point of contact to satisfy their requirements.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 7810
Maximum Order : $500,000

NAICS

Number	Description	Business Size
713940	Fitness and Recreational Sports Centers	$8 million

Instructions:

A. Packaged vendors are considered prime contractors for all packaged requirement orders placed under their MAS contract. As prime contractors, packaged vendors are solely responsible for the delivery of all supplies and services as specified in packaged requirement orders.

B. Packaged vendors must have an established corporate history as a project integrator for all types of proposed products. The PCO will make a responsibility determination based on an evaluation of Technical Proposal Factor Four – Relevant Project Experience (SCP-FSS-001).

C. For each proposed SIN, packaged vendors must propose a full and broad array of products/services as required by SCP-FSS-001. The PCO will make a determination that the proposed products and services represent a total solution by analyzing the relevant project experience, supporting invoices and other data. Through examination of this information, the PCO will ensure that the vendor has an established sales history for the proposed mix of packaged products and services.

1. Vendors must provide supporting invoices for each of the referenced projects included in their technical proposal.

D. SERVICES: Packaged vendors are permitted to propose any type of ancillary service necessary to support their packaged solution.

Services provided under a packaged solution must be provided under a packaged SIN as part of a total solution. Vendors are not permitted to combine packaged SINs with any other ancillary service SIN.

E. Proposed suppliers must hold a current MAS contract covering all proposed items. Proposed items must comply with the current pricing, terms and conditions of the supplier's MAS contract. Packaged vendors must submit the following for all proposed suppliers:

1. The current GSA Catalog of the Supplier

2. The current GSA Terms and Conditions of the Supplier's MAS Contract

3. A completed Letter of Commitment for Packages, located at www.gsa.gov/mascategoryrequirements, signed by the supplier within 12 months of submission to the PCO.

NOTE: Commercial Sales Practice (CSP) and/or supporting pricing/technical data are not required for proposed suppliers as prices are already determined fair and reasonable and technical information has been reviewed under the supplier's MAS contract.

F. Individual products should not be sold under this SIN, unless as a logical follow-on in accordance with FAR 8.405-6.

G. The packaged vendor (not the supplier) is responsible for reporting all sales and remitting the Industrial Funding Fee for orders under SIN 192 06

H. Packaged vendors are not permitted to publish individual items on GSA Advantage! under any of the packaged fitness SINs; however, vendors should include a reference to the awarded product supplier's MAS contract in their GSA Price List published on GSA Advantage!.

I. Packaged vendors are not required to process a contract modification each time modifications are made to a supplier's MAS contract; however, packaged vendors must establish a reliable process to ensure that all proposed products comply with the awarded terms and conditions of the supplier's MAS contract effective at the time an order is placed.

SIN 812990 Personal Trainer and Aerobic/Cardio Class Leader/Instructor

812990 Includes a personal trainer and/or aerobic class instructor, who will develop personalized exercise plans, support clients in their health goals, and teach group fitness classes.

Instructors may be required to understand military fitness standards, modifications for disabled participants, and possess accredited fitness certifications.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : R497
Maximum Order : $500,000

NAICS

Number	Description	Business Size
812990	All Other Personal Services	$8 million

Full Text Regulations:

Begin Regulation

52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

Begin Regulation

52.222-48 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT CERTIFICATION (MAY 2014)

(a) The offeror shall check the following certification:

CERTIFICATION

The offeror _____ does _____ does not certify that--

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

(2) The services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror; and

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

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(c)(3) that the Service Contract Labor Standards statute —

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

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

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

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

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

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

Begin Regulation

52.207-5 OPTION TO PURCHASE EQUIPMENT (FEB 1995)

(a) The Government may purchase the equipment provided on a lease or rental basis under this contract. The Contracting Officer may exercise this option only by providing a unilateral modification to the Contractor. The effective date of the purchase will be specified in the unilateral modification and may be any time during the period of the contract, including any extensions thereto.

(b) Except for final payment and transfer of title to the Government, the lease or rental portion of the contract becomes complete and lease or rental charges shall be discontinued on the day immediately preceding the effective date of purchase specified in the unilateral modification required in paragraph (a) of this clause.

(c) The purchase conversion cost of the equipment shall be computed as of the effective date specified in the unilateral modification required in paragraph (a) of this clause, on the basis of the purchase price set forth in the contract, minus the total purchase option credits accumulated during the period of lease or rental, calculated by the formula contained elsewhere in this contract.

(d) The accumulated purchase option credits available to determine the purchase conversion cost will also include any credits accrued during a period of lease or rental of the equipment under any previous Government contract if the equipment has been on continuous lease or rental. The movement of equipment from one site to another site shall be “continuous rental.”

Begin Regulation

52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless –

(1) The product cannot be acquired –

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, *i.e.*, a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at http://www.biopreferred.gov.

(c) In the performance of this contract, the Contractor shall –

(1) Report to the environmental point of contact identified in paragraph (d) of this clause, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30;

(2) Submit this report no later than –

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

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

52.229-1 STATE AND LOCAL TAXES (APR 1984)

Notwithstanding the terms of the Federal, State, and Local Taxes clause, the contract price excludes all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The Contractor shall state separately on its invoices taxes excluded from the contract price, and the Government agrees either to pay the amount of the taxes to the Contractor or provide evidence necessary to sustain an exemption.

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

52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)

(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. 13658, 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

52.223-14 ACQUISITION OF EPEAT®–REGISTERED TELEVISIONS (JUN 2014)

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

Television or TV means a commercially available electronic product designed primarily for the reception and display of audiovisual signals received from terrestrial, cable, satellite, Internet Protocol TV (IPTV), or other digital or analog sources. A TV consists of a tuner/receiver and a display encased in a single enclosure. The product usually relies upon a cathode-ray tube (CRT), liquid crystal display (LCD), plasma display, or other display technology. Televisions with computer capability (*e.g.*, computer input port) may be considered to be a TV as long as they are marketed and sold to consumers primarily as televisions.

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for Contractor use at a Federally controlled facility, only televisions that, at the time of submission of proposals and at the time of award, were EPEAT® bronze-registered or higher.

(c) For information about EPEAT®, see www.epa.gov/epeat.

Begin Regulation

52.222-52 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES--CERTIFICATION (MAY 2014)

(a) The offeror shall check the following certification:

CERTIFICATION

The offeror *$vendorInsert1* does *$vendorInsert2* does not certify that--

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

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

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

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

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(d)(3) that the Service Contract Labor Standards statute —

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

(2) Will apply to this offeror, then the clause at FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements, in this solicitation will not be included in any resultant contract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.

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

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

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

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

Begin Regulation

52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUN 2016)

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

"*Global warming potential*" means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

"*High global warming potential hydrofluorocarbons*" means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR Part 82 subpart G with supplemental tables of alternatives available at (http://www.epa.gov/snap/).

"*Hydrofluorocarbons*" means compounds that only contain hydrogen, fluorine, and carbon.

"*Ozone-depleting substance*," means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as —

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(c) Reporting. For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall —

(1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by —

(i) Type of hydrofluorocarbon (*e.g.*, HFC-134a, HFC-125, R-410A, R-404A, etc.);

(ii) Contract number; and

(iii) Equipment/appliance;

(2) Report that information to the Contracting Officer for FY16 and to www.sam.gov, for FY17 and after —

(i) Annually by November 30 of each year during contract performance; and

(ii) At the end of contract performance.

(d) The Contractor shall refer to EPA's SNAP program (available at http://www.epa.gov/snap) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82 subpart G with supplemental tables available at http://www.epa.gov/snap.

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

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

552.238-111 ENVIRONMENTAL PROTECTION AGENCY REGISTRATION REQUIREMENT (MAY 2019)

(a) With respect to the products described in this solicitation which require registration with the Environmental Protection Agency (EPA), as required by the Federal Insecticide, Fungicide, and Rodenticide Act, Section 3, Registration of Pesticides, awards will be made only for such products that have been assigned an EPA registration number, prior to the time of bid opening.

(b) The offeror shall insert in the spaces provided in this section, the manufacturer's and/or distributor's name and the “EPA Registration Number” for each item offered. Any offer which does not specify a current “EPA Registration Number” in effect for the duration of the contract period, and including the manufacturer's and/or distributor's name will be rejected.

Items			
Item Numbers	Name of Manufacturer / Distributor	EPA Registration Number	Date of Expiration

(c) If, during the performance of a contract awarded as a result of this solicitation, the EPA Registration Number for products being furnished is terminated, withdrawn, canceled, or suspended, and such action does not arise out of causes beyond the control, and with the fault or negligence of the Contractor or subcontractor, the Government may terminate the contract pursuant to either the Default Clause or Termination for Cause Paragraph (contained in the clause 52.212-4, *Contract Terms and Conditions-Commercial Items*), whichever is applicable to the resultant contract.

Begin Regulation

552.238-73 IDENTIFICATION OF ELECTRONIC OFFICE EQUIPMENT PROVIDING ACCESSIBILITY FOR THE HANDICAPPED (MAY 2019)

(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 (i.e., handicapped individuals) so as to promote productivity and provide access to work related and/or public information resources.

"Handicapped individuals" mean qualified individuals with impairments as cited in 29 CFR 1613.702(f) 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 a handicapped individual.

(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 handicapped individuals. Identification should include the type of disability accommodated and how the users with that disability would be helped.

Begin Regulation

552.238-86 DELIVERY SCHEDULE (MAY 2019)

(a) *Time of delivery*. The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO) in the case of F.O.B. Destination prices; or to place of shipment in transit in the case of F.O.B. Origin prices, as set forth below. Offerors shall insert in the "Time of Delivery (days ARO)" column in the schedule of Items a definite number of calendar days within which delivery will be made. In no case shall the offered delivery time exceed the Contractor's normal business practice. The Government requires the Contractor's normal delivery time, as long as it is less than the "stated" delivery time(s) shown below. If the Offeror does not insert a delivery time in the schedule of items, the Offeror will be deemed to offer delivery in accordance with the Government's stated delivery time, as stated below [*The contracting officer shall insert the solicited items or Special Item Numbers (SIN) as well as a reasonable delivery time that corresponds with each item or SIN, if known*]:

Items or group of items (special item no. or nomenclature)

_____

Government's stated delivery time (days ARO)

_____

Contractor's delivery time

_____

(b) *Expedited delivery times*. For those items that can be delivered quicker than the delivery times in paragraph (a) of this clause, the Offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when expedited delivery is requested.

Items or group of items (special item no. or nomenclature)

_____

Expedited delivery time (hours/days ARO)

_____

(c) Overnight and 2-Day delivery times. Ordering activities may require overnight or 2-day delivery. The Offeror is requested to annotate its price list or by separate attachment identify the items that can be delivered overnight or within 2 days. Contractors offering such delivery services will be required to state in the cover sheet to its FSS price list details concerning this service.

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

552.238-90 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

552.238-91 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

552.238-92 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

552.238-94 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

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

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011) (ALTERNATE II — NOV 2011)

(a) *Definition.*

"*Small business concern*," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *Applicability.* This clause applies only to —

(1) Contracts that have been totally set aside or reserved for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

(1) Offers are solicited only from small business concerns and Federal Prison Industries, Inc. (FPI). Offers received from concerns that are not small business concerns or FPI shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to either a small business concern or FPI.

(d) *Agreement.*

A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed $25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.