Category Attachment

Code : **E**

Title : **Industrial Products and Services**

Solicitation Number : **47QSMD20R0001**

Refresh Number : **0007**

Created on August 31, 2021

Industrial Products and Services Category Instructions and Regulations

Instructions:
All offerors must follow evaluation criteria and instructions outlined in the MAS solicitation, including in SCP-FSS-001. The Industrial Products and Services category attachment outlines additional evaluation criteria, requirements and information specific to this category only. For a list of required Schedule templates and attachments, please visit www.gsa.gov/mascategoryrequirements.
For additional guidance and information for Schedule buyers and sellers, please visit our general guidance page at www.gsa.gov/schedules.

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

Regulation Number	Regulation Title/Comments
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)
52.229-1	STATE AND LOCAL TAXES (APR 1984)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.247-68	REPORT OF SHIPMENT (REPSHIP) (FEB 2006)
52.207-5	OPTION TO PURCHASE EQUIPMENT (FEB 1995)
52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)
52.223-21	FOAMS (JUN 2016)
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011) (ALTERNATE I - NOV 2011)
52.223-11	OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUN 2016)
52.222-52	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES - CERTIFICATION (MAY 2014)
52.223-20	AEROSOLS (JUN 2016)
552.238-73	IDENTIFICATION OF ELECTRONIC OFFICE EQUIPMENT PROVIDING ACCESSIBILITY FOR THE HANDICAPPED (MAY 2019)

Subcategory Instructions and Regulations

E01. Cleaning Supplies Subcategory

SIN 325611 Cleaning Products

325611 Includes cleaning products such as laundry cleaner, floor/carpet cleaners, sorbents, biodegradable cleanser/degreasers, and other related cleaning chemicals, dispensing equipment and systems.

Cooperative Purchasing: No
Set Aside: No

FSC/PSC Code : 7930
Maximum Order : $250,000

NAICS

Number	Description	Business Size
325611	Soap and Other Detergent Manufacturing	1000 employees

Instructions:
Products approved by USDA for Food Handling Areas.

SIN 325612 Disinfectants, Sterilants and Deodorizers

325612 Includes disinfectants, sterilants, and deodorizers.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 7930
Maximum Order : $250,000

NAICS

Number	Description	Business Size
325612	Polish and Other Sanitation Good Manufacturing	750 employees

Instructions:
May be dispensed either actively or passively. This product must be registered with the Environmental Protection Agency

Commercially available products under this SIN may be covered by the U.S. Department of Agriculture BioPreferred (biobased) program.

E02. Fire/Rescue/Safety/Environmental Protection Equipment Subcategory

SIN 326220 Hoses, Valves, Fittings, Nozzles, Couplings and Related Accessories

326220 Includes all hoses, valves, fittings, nozzles, couplings, and related accessories.

NOTE: Subject to Cooperative Purchasing

Cooperative Purchasing: Yes
Set Aside: No
FSC/PSC Code : 4210
Maximum Order : $250,000

NAICS

Number	Description	Business Size
326220	Rubber and Plastics Hoses and Belting Manufacturing	750 employees

SIN 339999S Safety Zone Products

339999S Includes all safety zone products, such as barricades, guardrails, safety barrels and drums, channelizers, safety fences, etc.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 4240
Maximum Order : $250,000

NAICS

Number	Description	Business Size
339950	Sign Manufacturing	500 employees

E03. Fuel Management Subcategory

SIN 333914 Fuel Management Systems

333914 Includes all elements necessary for fuel management systems, such as components for managing/monitoring pressure and tank level, leak detection, and lubrication equipment. Includes additional options, parts, and accessories.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 4930
Maximum Order : $250,000

NAICS

Number	Description	Business Size
333914	Measuring, Dispensing, and Other Pumping Equipment Manufacturing	750 employees

E04. Hardware and Tools Subcategory

SIN 332510 Hardware Manufacturing (Hardware Store, Home Improvement Center, or MRO - Services)

332510 Includes all commercially available services typically performed in a Hardware Store. All services performed must be within the spirit and concept of a hardware store. These services may only be offered by contractors awarded SIN 332510C and/or SIN 332510S.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 5340
Maximum Order : $750,000

NAICS

Number	Description	Business Size
332510	Hardware Manufacturing	750 employees

Instructions:
This also includes Contractor Operated Civil Engineer Supply Stores (COCESS), Contractor Operated Hardware Stores (COHS) and Contractor Operated Supply Stores (COSS) or Virtual Contractor Operated Supply Stores (VCOSS), including Hardware Store, Home Improvement Center, or MRO Services. THESE

SERVICES MAY ONLY BE OFFERED BY CONTRACTORS AWARDED SIN(s) 332510C and 332510S.

NOTE: ALL SERVICES OFFERED UNDER THIS SIN MUST BE INCIDENTAL TO PRODUCTS OFFERED UNDER SIN(s) 332510C and 332510S.

SIN Level Regulations:

Regulation Number	Regulation Title/Comments
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)
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)

SIN 332510C Hardware Store, Home Improvement Center, Industrial or General Supply Store, or Industrial Maintenance Repair and Operations (MRO) Distributor - Catalog

332510C Products and equipment including but not limited to: flooring, fencing, hardware, building materials, tools, appliances, electric, paint, plumbing, lawn and garden, motors, shop, machining, welding, material handling; carts, trucks and dock; HVAC, cleaning and irrigation, equipment. These items must meet government requirements for energy-efficiency or Green (Energy Star or Federal Energy Management Program (FEMP)-designated), water-efficient, products, and/or the use of non-ozone depleting substances, as applicable to product groups with designation.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 5120
Maximum Order : $750,000

NAICS

Number	Description	Business Size
332510	Hardware Manufacturing	750 employees

Instructions:
Effective immediately, non-compliant items in the categories listed below will no longer be accepted. "Green" products shall meet the requirements of the FAS environmental icon standards as listed in GSA Advantage! and are required on all new offers submitted under the solicitation and modification requests to current contracts. Vendors whose contracts contain this SIN have 9 months from date of contract award to implement the Point of Sale and Transactional Data requirements. This list of required data fields supersedes previous transactional data lists from GSA.

Point of Sale Program: The Contractor shall automatically provide the GSA Schedule price or lower sale price (unless a lower price was separately negotiated by the ordering agency) and tax exemption (where applicable) when presented with a GSA SmartPay purchase card in the following ordering channels:

- Mail order

- Telephone order

- E-mail

- Vendor Commercial Website

- Retail sales in physical storefront

The Contractor shall recognize the GSA SmartPay purchase card from the 4-digit prefix in the charge card numbers (called Bank Identification Numbers or BINs). The current GSA SmartPay BIN numbers are:

Visa: 4614, 4716 and 4486

MasterCard: 5565 and 5568

The sales draft, receipt or invoice generated as a result of the transaction shall show the final price charged. The final price may represent the GSA Schedule price or a lower sales price, if applicable.

FOB Terms: The Government's preferred F.O.B. Term is F.O.B. Destination. F.O.B. Origin is accepted only under special circumstances. Offeror must provide substantial documentation to justify any request for F.O.B. Origin. This applies to all SINs offering hardware products.

NOTE: Contractors submitting an offer for this SIN must be a hardware store, home improvement center or MRO, and shall include a diverse line of products and related services that would normally be found in a commercial hardware store, home improvement center or MRO. Contractors submitting an offer under this SIN shall include your complete storefront(s). Requests that are not diversified in nature will not be considered. Diversity is considered to be a minimum of three (3) or more distinct categories or distinct product groups (not brands name or manufacturers) which may include but are not limited to: flooring, fencing, hardware, building materials, tools, appliances, electrical, paint, plumbing, lawn and garden, motors, shop, machining, welding, material handling, carts/trucks, dock equipment, HVAC, cleaning, irrigation and related services.

SIN 332510S Hardware Store, Home Improvement Center, Industrial or General Supply Store, or Industrial Maintenance Repair and Operations (MRO) Distributor - Store Front

332510S Products within the scope of a hardware, general merchandise store, specialty supply store, or industrial supply store/distributor to maintain, operate, and repair facilities equipment and operations including but not limited to: flooring, fencing, hardware, building materials and equipment, tools, appliances, lighting, electric, paint and other coatings and compounds, oils and lubricants, compounds and abrasives plumbing, lawn and garden, motors, machinery, industrial equipment such as woodworking, metalworking, plastics and accessories, evolving MRO technology and accessories, welding, material handling, carts, and dock equipment; HVAC, cleaning, and irrigation equipment, work safety clothing, footwear, fall protection, first aid safety, personal protective equipment and other commercial specialty tools or task-specific tools used in a non-traditional manner, such as for aircraft maintenance tools and equipment, supplies, or items needed to support government or military operations, excludes items that are MIL-SPEC and NSN specific. These items must meet government requirements for energy-efficiency or Green (Energy Star or Federal Energy Management Program (FEMP)-designated), water-efficient, products, and/or the use of non-ozone depleting substances, as applicable to product groups with designation.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 5120
Maximum Order : $750,000

NAICS

Number	Description	Business Size
332510	Hardware Manufacturing	750 employees

Instructions:
Products within the scope of a hardware, general merchandise store, specialty supply store, or industrial supply store/distributor to maintain, operate, and repair equipment and operations including but not limited to: flooring, fencing, hardware, building materials and equipment, tools, appliances, lighting, electric, paint and other coatings and compounds, oils and lubricants, compounds and abrasives plumbing, lawn and garden, motors, machinery, industrial equipment such as woodworking, metalworking, plastics, 3D printing and accessories, evolving MRO technology and accessories, welding, material handling, carts, and dock equipment; HVAC, cleaning, and irrigation equipment, work safety clothing, footwear,fall protection, first aid safety, personal protective equipment and other commercial specialty tools or task-specific tools used in a non-traditional manner, such as for aircraft maintenance tools and equipment, supplies, or items needed to support government or military operations, excludes items that are MIL-SPEC and NSN specific.

Supports the sustainable acquisition purchasing requirements of FAR 23 by offering energy-efficient (Energy Star or Federal Energy Management Program [FEMP]), water-efficient (EPA WaterSense), biobased (BioPreferred), recycled content, Comprehensive Procurement Guidelines) and non-ozone depleting (SNAP) products.

Vendors whose contracts contain this sub-category have 9 months from date of contract award to implement the Point of Sale requirements.

Point of Sale Program: The Contractor shall automatically provide the GSA Schedule price or lower sale price (unless a lower price was separately negotiated by the ordering agency) and tax exemption (where applicable) when presented with a GSA SmartPay purchase card in the following ordering channels:

- Mail order

- Telephone order

- E-mail

- Vendor Commercial Website

- Retail sale in a physical storefront

The Contractor shall recognize the GSA SmartPay purchase card from the 4-digit prefix in the charge card numbers (called Bank Identification Numbers or BINs). The current

GSA

SmartPay BIN numbers are:

Visa: 4614, 4716 and 4486

MasterCard: 5565 and 5568

The sales draft, receipt or invoice generated as a result of the transaction shall show the final price charged. The final price may represent the GSA Schedule price or a lower sales price, if applicable.

NOTE: The intent of Hardware Store, Home Improvement Center, Industrial or General Supply Store, or Industrial Maintenance Repair and Operations (MRO) Distributor - is for storefront a physical presence ONLY. Products under this SIN are not eligible for GSA Advantage posting or selling.

NOTE: Contractors submitting an offer under this SIN shall include your complete storefront(s). Requests that are not diversified in nature will not be considered. Diversity is considered to be a minimum of three (3) or more distinct categories or distinct product groups (not brands name or manufacturers) which may include but are not limited to: flooring, fencing, hardware, building materials, tools, appliances, electrical, paint, plumbing, lawn and garden, motors, shop, machining, welding, material handling, carts/trucks, dock equipment, HVAC, cleaning, irrigation and related services.

SIN 333TOOL Tools (Powered and Non-Powered), Tool Kits, Tool Boxes and Accessories

333TOOL Tools powered and non-powered, tool kits, tool boxes and accessories including but not limited to: general maintenance, vehicle, system specific, aircraft system specific, repair, cable, master, pinch pin, metric, standard, Society of American Engineers (SAE), mechanic, heavy equipment, diesel, industrial, impact, pneumatic, electrical, machinists, HVAC, gear, plumbing and soldering.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 5110
Maximum Order : $275,000

NAICS

Number	Description	Business Size
333514	Special Die and Tool, Die Set, Jig and Fixture Manufacturing	500 employees

333515	Cutting Tool and Machine Tool Accessory Manufacturing	500 employees
333517	Machine Tool Manufacturing	500 employees
333991	Power-Driven Hand Tool Manufacturing	500 employees

SIN 333112 Lawn and Garden Equipment, Machinery, Implements, Tools, Products and Accessories

333112 Includes, but not limited to: Mowers (all types) not to exceed 30 hp; gas and diesel tractors dedicated to lawn and garden without implements (excludes tractors with attachments enabling multiple or general purpose use such as loading, excavation, agricultural, highway or road maintenance or clearing, mowing construction, etc.); mowing implements; flail mowing units; boom mowers; sickle mowers; rotary mowing units; rototillers; snow throwers and blowers; grass, hedge and tree trimmers; edgers; blowers; vacuums; sweepers; sprayers; renovators; spiders; sod cutters; broadcasters; spreaders; seeders and other various lawn and garden implements (not tractor drawn or mounted). Tools including but not limited to: chain saws, lawn sprinklers, soaker hoses, garden hoses, grass shears, pruning shears, tree trimmers, pruning saws, weed whip cutters, rakes, spading forks, manure forks, brush hooks and garden hoes. Products include typical nursery and garden items, such as trees, shrubs, plants, seeds, fertilizer, bulbs, and sod.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 3750
Maximum Order : $250,000

NAICS

Number	Description	Business Size
333112	Lawn and Garden Tractor and Home Lawn and Garden Equipment Manufacturing	1500 employees

Instructions:
Commercially available products under this SIN may include items which meet the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines (recycled content) program or the U.S. Department of Agriculture BioPreferred (biobased) program.

Accessories accepted only in support of and incidental to the commodities offered under the SIN (industry partners may not offer standalone accessories).

Lawn and Garden Equipment will be accepted up to and including 30Hp ONLY.

SIN 532310 Rental and Leasing of Hardware Store Products

532310 Includes rental of all commercial products, equipment and machinery covered under the Hardware and Tools subcategory such as: tools; tool kits; hardware store products; paint and coating applicators and accessories; appliances; lawn and garden equipment and machinery; and woodworking/ metalworking and industrial equipment and machinery. Excludes consumable products.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : W099
Maximum Order : $250,000

NAICS

Number	Description	Business Size
532310	General Rental Centers	$8 million

Instructions:
Documents for Rental and Leasing terms are located at www.gsa.gov/mascategoryrequirements. Please review them prior to offer submission.

E05. Industrial Products Subcategory

SIN 314120 Lodging and Hospitality Supplies and Services

314120 Includes lodging and hospitality supplies and services, such as air cleaners and purifiers, houseware items for furnishing guest rooms or living quarters, mattresses, safety and security components, amenities, outdoor furniture and equipment, etc.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 7230
Maximum Order : $300,000

NAICS

Number	Description	Business Size
314120	Curtain and Linen Mills	750 employees

SIN 321920 Pallets, Plastic and Wood

321920 Airfreight, export/import pallet, treated pallet, untreated pallet, drum pallet, wooden pallet, lightweight air cargo, heavy duty reversible pallet, plastic pallet, poly pallet, euro pallet, ISO container 6-ft loading ramp, flat utility pallet, motorcycle insert fixture pallet, motorcycle insert fixture pallet, tire rack insert pallet, disposable plastic corrugated pallets and omni pallet with runners.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 3210
Maximum Order : $250,000

NAICS

Number	Description	Business Size
321920	Wood Container and Pallet Manufacturing	500 employees

SIN 324110 Propane

324110 Includes propane products, service and repair, and rental demurrage related to propane.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6830
Maximum Order : $500,000

NAICS

Number	Description	Business Size
324110	Petroleum Refineries	1500 employees

SIN 324191 Commercial Coatings, Removers, Adhesives, Sealants and Lubricants, Petroleum and Waxes

324191 Includes commercial coatings, removers, adhesives, sealants, stains, varnishes, shellacs, lacquers, applicators, lubricants, petroleum, waxes, and accessories.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 8010
Maximum Order : $250,000

NAICS

Number	Description	Business Size
324191	Petroleum Lubricating Oil and Grease Manufacturing	750 employees

SIN 325320 Pest and Animal Control Products & Services

325320 Includes pest and animal control products, such as mosquito deterrent, cattle guards, salts, sprays, etc. Services include but are not limited to the planning; development; management; operations; and maintenance for pest control and removal (includes insect and weed control) at or on Federal facilities and/or properties (to include shrubs and trees). These services involve applications of pesticides (including organic, natural pesticides and other environmentally sustainable methods), trapping and/or removal of pests.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6840
Maximum Order : $250,000

NAICS

Number	Description	Business Size
325320	Pesticide and Other Agricultural Chemical Manufacturing	1000 employees

Instructions:
Service Contract Act (FAR 22.10) and Davis-Bacon Act (FAR 22.404) applicable wages pursuant to, but not limited to, services in support of and ordered in conjunction with products for application, repair or replacement of commercial coatings, adhesives, paints, sealants, stains, varnishes, sealers, shellacs, and/or lacquers. Excludes Architectural Engineering Services (A and E) under the Brooks Architect-Engineers Act as stated in Federal Regulation (FAR) Part 36.

Commercially available products under this sub-category may include items which meet the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines (recycled content) program or the U.S. Department of Agriculture BioPreferred (biobased) program.

Accessories accepted only in support of and incidental to the commodities offered under the SIN (industry partners may not offer standalone accessories).

SIN 325998 Chemical Additives

325998 Includes chemical additives such as fuel oil additive, fuel engine primer, antifreeze, and road stabilization/ice melting chemicals.

Cooperative Purchasing: No
Set Aside: No

FSC/PSC Code : 6850
Maximum Order : $250,000

NAICS

Number	Description	Business Size
325998	All Other Miscellaneous Chemical Product and Preparation Manufacturing	500 employees

SIN 325998W Water Treatment Solutions

325998W Includes water treatment products and systems that filter out harmful substances, such as treated/potable water storage, septic treatment systems, etc. Services include water treatment, testing, and purification.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 4630
Maximum Order : $300,000

NAICS

Number	Description	Business Size
325998	All Other Miscellaneous Chemical Product and Preparation Manufacturing	500 employees

SIN 327910 Abrasives and Blasters

327910 Includes abrasives, blasters, and blaster media.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 5345
Maximum Order : $250,000

NAICS

Number	Description	Business Size
327910	Abrasive Product Manufacturing	750 employees

SIN 331315A Aluminum Sheets

331315A Extra & heavy duty aluminum foil, heavy meat film, standard aluminum foil, interfolded foil sheets, aluminum foil sheets, machine grade film, machine grade film, wrapmaster dispenser and, aluminum foil dispenser rolls.

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

NAICS

Number	Description	Business Size
331315	Aluminum Sheet, Plate and Foil Manufacturing	1250 employees

SIN 332913 Plumbing Products and Bathroom Fixture Solutions

332913 Includes all plumbing products and bathroom fixture solutions, such as lavatories, bathtubs, water closets, etc.

NOTE: Energy efficient and water saving solutions, including WaterSense certified products, are available.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 4510
Maximum Order : $250,000

NAICS

Number	Description	Business Size
332913	Plumbing Fixture Fitting and Trim Manufacturing	1000 employees

Instructions:
Effective January 17, 2011, products added by modification to current contracts or awarded under new contracts for Special Item Numbers (SIN) 332913, all toilets, urinals, bathroom faucets and shower heads must meet WaterSense requirements and be certified as WaterSense compliant by obtaining certification through the U. S. Environmental Protection Agency (EPA) at
http://www.epa.gov/Watersense/about_us/watersense_label.html

SIN 332999BMS Building Materials and Services

332999BMS Internal and external building materials and services.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 5680
Maximum Order : $250,000

NAICS

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product 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 332999P Spill Containment Units, Containment Pallets, Non-Wooden Pallets

332999P Includes spill containment units and pallets, such as drive-on berms, drum overpacks, containment mats, etc. Includes all options and accessories related to these products.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 3990

Maximum Order : $250,000

NAICS

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

SIN 3331SBSA Clearing Equipment (SBSA)

3331SBSA Forestry, Mulching, Brush Cutting, Land Clearing and Vehicle Mounted Snow Clearing.

NOTE: Small Business Set Aside (SBSA)

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

NAICS

Number	Description	Business Size
333111	Farm Machinery and Equipment Manufacturing	1250 employees
333120	Construction Machinery Manufacturing	1250 employees
333132	Oil and Gas Field Machinery and Equipment Manufacturing	1250 employees

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

o A complete commercial description of each of the individual product(s) offered.

o When available, detailed drawings of the actual product(s) offered.

o When available, photo(s) of the actual vehicle body(s) offered

SIN Level Regulations:

Regulation Number	Regulation Title/Comments
552.246-71	SOURCE INSPECTION BY GOVERNMENT (JUN 2009)
52.225-1	BUY AMERICAN SUPPLIES (JAN 2021)

SIN 333120 Street Repair and Cleaning Equipment and Attachments

333120 Street Repair Equipment and Attachments
Snow Maintenance and clearing equipment and attachments.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 3825
Maximum Order : $250,000

NAICS

Number	Description	Business Size
333120	Construction Machinery Manufacturing	1250 employees

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

o A complete commercial description of each of the individual product(s) offered.

o When available, detailed drawings of the actual product(s) offered.

o When available, photo(s) of the actual vehicle body(s) offered

SIN Level Regulations:

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

SIN 333414 Water Heaters

333414 Includes energy efficient industrial and commercial electric, boiled water, and gas water heaters. Includes additional options and accessories, like energy monitoring devices.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 4510
Maximum Order : $250,000

NAICS

Number	Description	Business Size
333414	Heating Equipment (except Warm Air Furnaces) Manufacturing	500 employees

Instructions:
Effective January 17, 2011, products added by modification to current contracts or awarded under new contracts for Special Item Numbers (SIN) 333414, all gas water heaters must meet either Energy Star or Federal Energy Management Program (FEMP) requirements and be certified Energy Star or FEMP compliant. Certification for Energy Star can be obtained through the website at www.energystar.gov. Product designation process for FEMP can be found at http://www1.eere.energy.gov/femp/technologies/eep_fempdesignatedproducts.html. The offeror must make an affirmative statement that the products offered are compliant with the applicable standard and the products are listed on the Energy Star, FEMP or EPA website. Dealers using their own part numbers must also list the corresponding manufacturer part number. If not listed, the Contracting Officer reserves the right to ask for copies of the certification.

SIN 333415HVAC Heating, Ventilation, and Air Conditioning (HVAC)

333415HVAC Includes all HVAC needs, such as air conditioners, ceiling fans, commercial air cleaning units/systems, humidifiers etc. Includes all options and accessories related to these products, such as air filters, thermostats, HVAC control panels, and replacement parts.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 4130
Maximum Order : $250,000

NAICS

Number	Description	Business Size
333415	Air-Conditioning and Warm Air Heating Equipment and Commercial and Industrial Refrigeration Equipment Manufacturing	1250 employees

SIN 333912 Air Compressors and Pressure Cleaners

333912 Includes air compressors and pressure cleaners.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 4310
Maximum Order : $250,000

NAICS

Number	Description	Business Size
333912	Air and Gas Compressor Manufacturing	1000 employees

SIN 333922 Warehouse Equipment Supplies

333922 Includes all warehouse equipment supplies, such as storage systems, storage racks, conveyors and conveyor systems, conveyor belts, etc.

NOTE: Commercially-available products may include items which meet the requirements of the Environmental Protection Agency (EPA) Comprehensive Procurement Guidelines Program (for recycled content).

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 3960
Maximum Order : $250,000

NAICS

Number	Description	Business Size
333922	Conveyor and Conveying Equipment Manufacturing	500 employees

SIN 333923S Scaffolding, Work, and Service Platforms

333923S Includes scaffolding work and service platform items, such as manual, motorized, and adjustable height options for scaffolding; aerial lifts; man lifts; ladder systems; etc. Includes all options and accessories related to these products.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 5440
Maximum Order : $300,000

NAICS

Number	Description	Business Size
333923	Overhead Traveling Crane, Hoist and Monorail System Manufacturing	1250 employees

SIN 33512 Energy-Efficient Lighting and Sustainable Energy Solutions

33512 Includes lighting solutions for indoor and outdoor activities, including aviation, marine, and emergency disaster relief. Energy solutions that use solar, fuel, geothermal, and wind power are available.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6210
Maximum Order : $250,000

NAICS

Number	Description	Business Size
335122	Commercial, Industrial and Institutional Electric Lighting Fixture Manufacturing	500 employees
335129	Other Lighting Equipment Manufacturing	500 employees

Instructions:
Effective January 17, 2011, products added by modification to current contracts or awarded under new contracts for Special Item Numbers (SIN) 33512, all light bulbs including fixtures with light bulbs, must meet Energy Star or Federal Energy Management Program (FEMP) requirements (where applicable), and be certified Energy Star or FEMP compliant. Energy Star certification can be obtained through the website at www.energystar.gov. Energy Star is a joint program of the U.S. Environmental Protection Agency and the U.S. Department of Energy helping us all save money and protect the environment through energy efficient products and practices. Product designation process for FEMP can be found at http://www1.eere.energy.gov/femp/technologies/eep_fempdesignatedproducts.html.

This SIN includes portable lighting suitable for emergency and disaster relief efforts. Federal Energy Management Program (FEMP)-designated products may be available.

SIN 335220D Domestic Appliances

335220D Includes commercially available household, office, and residential appliances, such as refrigerators, freezers, microwaves, laundry machines, air purifiers, etc.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 4120
Maximum Order : $250,000

NAICS

Number	Description	Business Size
335220	Major Household Appliance Manufacturing	1500 employees

Instructions:
Effective immediately, non-compliant items will no longer be accepted. "Green" products shall meet the requirements of the FAS environmental icon standards as listed in GSA Advantage! and are required on all new offers submitted under the solicitation and modification requests to current contracts.

SIN 335220E Export Appliances

335220E Includes commercially available household, office, and residential appliances, such as refrigerators, freezers, microwaves, laundry machines, air purifiers, etc.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 4120
Maximum Order : $250,000

NAICS

Number	Description	Business Size
335220	Major Household Appliance Manufacturing	1500 employees

Instructions:
Effective immediately, non-compliant items will no longer be accepted. "Green" products shall meet the requirements of the FAS environmental icon standards as listed in GSA Advantage! and are required on all new offers submitted under the solicitation and modification requests to current contracts.

SIN 335911 Batteries

335911 Includes, but not limited to, batteries, chargers, monitoring systems, battery spill containment systems, and all options, parts, and accessories related to these products. Products can be used for rental, emergency, or disaster recovery efforts.

NOTE: Energy efficient options are available.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6350
Maximum Order : $250,000

NAICS

Number	Description	Business Size
335911	Storage Battery Manufacturing	1250 employees

SIN 335999 Power Distribution and Solar Energy Solutions.

335999 Includes power distribution equipment, such as portable light towers, uninterruptible power supplies, metering, transformers, electric motors (excludes automotive motors), motor controllers/motor control centers, etc.Alternative and Renewable Sustainable Energy Solutions including Solar Energy Systems, Fuel Cells, Geothermal, and Wind Power. Includes all options and accessories related to these products.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6260
Maximum Order : $250,000

NAICS

Number	Description	Business Size
335999	All Other Miscellaneous Electrical Equipment and Component Manufacturing	500 employees

Instructions:
This SIN also includes rental of power distribution equipment including but not limited to portable light towers, generator-sets, gen-sets and batteries, observation towers, communication tower. If offering installation and site prep services requiring construction and subject to the Davis Bacon Act for products under this SIN, please utilize SIN 238910. If offering non-complex ancillary repair and alteration services ordered in conjunction with products under this SIN, please utilize SIN ANCRA.

NOTE: Commercially available products under this SIN may include fluid-filled transformers which meet the requirements of the U.S. Department of Agriculture Bio Preferred (bio based) program.

SIN 532412 Leased Equipment and Accessories

532412 Leasing for Construction, Mining and Forestry Equipment.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : W038
Maximum Order : $250,000

NAICS

Number	Description	Business Size
532412	Construction, Mining and Forestry Machinery and Equipment Rental and Leasing	$35 million

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

o A complete commercial description of each of the individual product(s) offered.

o When available, detailed drawings of the actual product(s) offered.

o When available, photo(s) of the actual vehicle body(s) offered

SIN Level Regulations:

Regulation Number	Regulation Title/Comments
52.208-4	VEHICLE LEASE PAYMENTS (APR 1984)
52.208-6	MARKING OF LEASED VEHICLES (APR 1984)
52.208-7	TAGGING OF LEASED VEHICLES (MAY 1986)

E06. Machinery and Components Subcategory

SIN 333921 Vehicle Material Handling Equipment

333921 Includes all vehicle material handling equipment, such as lifts, engine hoists, engine stands, jacks, tire dollies, etc. Includes equipment for maintenance and repair of automobiles, trucks, buses, motorcycles, and aircraft. Includes all options and accessories related to these products.

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

NAICS

Number	Description	Business Size
333921	Elevator and Moving Stairway Manufacturing	1000 employees

SIN 333923 Vehicular Cranes and Attachments

333923 Includes but not limited to Wheeled and Tracked Cranes

NOTE: the offeror shall furnish certification that Vehicle-Mounted Elevating and Rotating Aerial Devices offered are ANSI A92.2 compliant.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 3810
Maximum Order : $250,000

NAICS

Number	Description	Business Size
333923	Overhead Traveling Crane, Hoist and Monorail System Manufacturing	1250 employees

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

o A complete commercial description of each of the individual product(s) offered.

o When available, detailed drawings of the actual product(s) offered.

o When available, photo(s) of the actual vehicle body(s) offered

SIN Level Regulations:

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

SIN 333924 Utility Trucks and Tractors

333924 Includes utility, platform, pallet and hand trucks, Including, but not limited to, tractors, tow tractors (industrial, electric, walk behind, riding, and flight line), cargo, baggage, aircraft tug tractor, gas and diesel engine tractor, battery operated power assist vehicle (PAV), electric burden carrier, personnel carrier, options and accessories. Loaders, excavators, crawlers, motor graders, scrapers, ditchers/Trenchers and forklifts.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 3930
Maximum Order : $2,000,000

NAICS

Number	Description	Business Size
333924	Industrial Truck, Tractor, Trailer and Stacker Machinery Manufacturing	750 employees

Instructions:
Utility, platform, pallet and hand trucks, Including, but not limited to, tractors, tow tractors (industrial, electric, walk behind, riding, and flight line), cargo, baggage, aircraft tug tractor, gas and diesel engine tractor, battery operated power assist vehicle (PAV), electric burden carrier, personnel carrier, options and accessories. Loaders, excavators, crawlers, motor graders, scrapers, ditchers/Trenchers and forklifts.

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

o A complete commercial description of each of the individual product(s) offered.

o When available, detailed drawings of the actual product(s) offered.

o When available, photo(s) of the actual vehicle body(s) offered

SIN Level Regulations:

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

E07. Industrial Products and Services Maintenance and Repair Subcategory

SIN 811310 Maintenance and Repair Shop Equipment

811310 Includes all maintenance and repair shop equipment, such as recycling services, refrigerant recycling, antifreeze coolant recycling, filter crushers, tire cutters, etc. Includes all options and accessories related to these products.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 4940
Maximum Order : $250,000

NAICS

Number	Description	Business Size
811310	Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	$8 million

Instructions:
Maintenance and Repair Certifications

Please list the brands that you are authorized to perform repairs/maintenance on. As a best practice, we ask that you provide proof in the form of letter(s) from manufacturers, service agreements, certificates of authorization to perform repair work, etc..) that clearly states that you the contract holder/offeror are certified/authorized to perform service on the brands listed. Please ensure the certificates show effective dates. It is your responsibility to ensure these certifications are kept current. If certification lapses or is not renewed, you will be required to submit a modification request to remove these services for your contract.

E08. Packaging Subcategory

Subcategory Level Regulations:

Regulation Number	Regulation Title/Comments
552.238-90	CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2019)
552.238-91	MARKING AND DOCUMENTATION REQUIREMENTS FOR SHIPPING (MAY 2019)
552.238-93	ORDER ACKNOWLEDGMENT (MAY 2019)
552.238-92	VENDOR MANAGED INVENTORY (VMI) PROGRAM (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)
552.238-107	TRAFFIC RELEASE (SUPPLIES) (MAY 2019)
552.238-105	DELIVERIES BEYOND THE CONTRACTUAL PERIOD - PLACING OF ORDERS (MAY 2019)

SIN 3PACK Packaging Materials

3PACK Packaging materials including bags, bottles, boxes, cartons, container systems, metal drums, packaging and packing bulk materials. Air bubble protective wrap, kraft paper, steel strapping, plastic strapping, stainless steel wing seals, strapping and sealing kit, steel strapping cart dispenser, sealer, stretch wrap, pallet, stretch wrap, machine stretch wrap, hand stretch wrap dispenser, shrink wrap, packaging tape, paper band, steel strapping edge protector, glassine paper, volatile corrosion inhibitor treated paper, chemically neutral wrapping paper, dispensary wrapping paper, laminated & creped wrapping paper, meat wrapping paper, plastic coated wrapping paper, tissue wrapping paper, freight retaining strip, gummed tape and tie wire.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 8105
Maximum Order : $250,000

NAICS

Number	Description	Business Size
326111	Plastic Bag and Pouch Manufacturing	750 employees
326150	Urethane and Other Foam Product (except Polystyrene) Manufacturing	750 employees
326199	All Other Plastics Product Manufacturing	750 employees
332420	Metal Tank (Heavy Gauge) Manufacturing	750 employees

Instructions:
Includes shipping and protective envelopes; liners for bags and sacks; textile and paper laminated shipping bags, closures for bags and sacks. Such bags would include, but not limited to the following: Artillery cleaning staff bag, jute, poly, scrap, duct, dirt, novelty, wool, twine poly, tie string, heavy weight, light weight, rot and mildew resistant, biodegradable, polypropylene, mailing, zipper, bubble, fabric, foam, glassine, shrink (bags), mini grip, reclosable, custom, poly bags: medium, heavy and extra heavy weight, gusseted, laminated paper, totes, door hanging, woven, sandwich, eco-friendly, trash, lunch bag mail bag, mesh bag, metal foil bag, paper bag, sand bag, waste receptacle bag, collapsible tank equipment packing and storage cover, drug dispensing envelope, packaging envelope, protective envelope, plastic security bags, mailers/envelopes, bubble air cushioned, packing list protector, interior packaging sleeve and metal foil sleeve and T-sack. Barrier material includes but not limited to: Grease proof, waterproof, flexible & heat-sealable barrier material.

Includes shoe boxes, beer cases, pill boxes, piano cases, engine boxes, bombsight boxes, shipping jugs & carboys and ampoules. Some of the items included under this SIN includes: cargo container beam, wood box, folding box, ointment box, insulated pathological specimen shipping box, insulated plastic box, shipping box, delivery breadbox, egg carton, plastic coated fiber carton, waxed fiber carton, dog shipping case, transparent waste-baskets, cargo container, sample & specimen shipping container assembly, shipping crate, submarine storage battery shipping & storage crate, try chest divider, visual shock indicator, visual tilt indicator chest tray & inserts, hypodermic fluid ampule, applicator bottle, dropper bottle, screw cap bottle, snap-on cap bottle, screw jar cap, snap-on cap, jar spring fastener cap, bottle sealing hood, screw cap jar, spring fastener cap jar, screw cap jar lid, jar sealing ring, metal cap seal, bottle spray attachment, spray can spray attachment, bottle stopper set and bottle stopper. Laminating system, laminating dispenser, newsprint, bubble bags, gel packs.

NOTE: Commercially available products under this SIN may include items which meet the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines (recycled content) program.

SIN 322220 Performance-Oriented Packaging (POP), plastic over pack, and hazardous material packaging

322220 Refrigerated shipper, dry ice labels, shipper labels, cargo air only label, foam inserts, freezer bricks, infectious shipper, various sizes of gallon drums.

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

NAICS

Number	Description	Business Size
322220	Paper Bag and Coated and Treated Paper Manufacturing	750 employees

Instructions:
Includes refrigerated shipper, dry ice labels, shipping labels, cargo air only label, foam inserts, freezer bricks, infectious shipper, various sizes of gallon drums

E09. Test and Measurement Supplies Subcategory

SIN 333997 Scales and Balances

333997 Includes laboratory, vehicular and industrial scales and balances.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6670
Maximum Order : $400,000

NAICS

Number	Description	Business Size
333997	Scale and Balance Manufacturing	500 employees

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

52.223-2 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

52.229-1 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

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

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

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

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

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

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

Begin Regulation

52.247-68 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

52.207-5 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

52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)

The Contractor’s work under this contract shall conform with all operational controls identified in the applicable agency or facility Environmental Management Systems and provide monitoring and measurement information necessary for the Government to address environmental performance relative to the goals of the Environmental Management Systems.

Begin Regulation

52.223-21 FOAMS (JUN 2016)

(a) *Definitions.* 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 contain only hydrogen, fluorine, and carbon.

(b) Unless otherwise specified in the contract, the Contractor shall reduce its use, release, and emissions of high global warming potential hydrofluorocarbons and refrigerant blends containing hydrofluorocarbons, when feasible, from foam blowing agents, under this contract. When determining feasibility of using a particular alternative, the Contractor shall consider environmental, technical, and economic factors such as —

(1) In-use emission rates, energy efficiency, and safety;

(2) Ability to meet performance requirements; and

(3) Commercial availability at a reasonable cost.

(c) The Contractor shall refer to EPA's SNAP program 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

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.

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

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

52.223-20 AEROSOLS (JUN 2016)

(a) *Definitions.* 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 contain only hydrogen, fluorine, and carbon.

(b) Unless otherwise specified in the contract, the Contractor shall reduce its use, release, or emissions of high global warming potential hydrofluorocarbons, when feasible, from aerosol propellants or solvents under this contract. When determining feasibility of using a particular alternative, the Contractor shall consider environmental, technical, and economic factors such as —

(1) In-use emission rates, energy efficiency;

(2) Safety, such as flammability or toxicity;

(3) Ability to meet technical performance requirements; and

(4) Commercial availability at a reasonable cost.

(c) The Contractor shall refer to EPA's SNAP program 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

552.238-73 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

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

52.222-62 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

552.246-71 SOURCE INSPECTION BY GOVERNMENT (JUN 2009)

(a) Inspection by Government personnel.

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

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

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

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

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

(c) Inspection facilities.

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

(2) Offerors are required to specify, in the spaces provided elsewhere in the solicitation, the name

and address of each manufacturing plant or other facility where supplies will be available for inspection, indicating the item number(s) to which each applies..

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

(d) Availability of records.

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

(i) Order number;

(ii) Date order received by the Contractor;

(iii) Quantity ordered;

(iv) Date scheduled into production;

(v) Batch or lot number, if applicable;

(vi) Date inspected and/or tested;

(vii) Date available for shipment;

(viii) Date shipped or date service completed; and

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

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

(i) 3 years after final payment; or

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

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

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

(1) Stored for the Contractor's account;

(2) Reshipped to the Contractor at its expense (any additional expense incurred by the

Government or the freight carrier caused by the refusal of the Contractor to accept their return also shall be for the Contractor's account); or

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

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

Begin Regulation

52.225-1 BUY AMERICAN SUPPLIES (JAN 2021)

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

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

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

(i) A commercial item (as defined in paragraph (1) of the definition at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

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

Cost of components means-

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

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

Domestic end product means-

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

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

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

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 55 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic.

Components of unknown origin are treated as foreign. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or

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

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

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

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

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

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

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

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

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

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

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

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

Begin Regulation

52.208-4 VEHICLE LEASE PAYMENTS (APR 1984)

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

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

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

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

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

Begin Regulation

52.208-6 MARKING OF LEASED VEHICLES (APR 1984)

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

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

Begin Regulation

52.208-7 TAGGING OF LEASED VEHICLES (MAY 1986)

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

Begin Regulation

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

552.238-93 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

552.238-92 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

552.238-94 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

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

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

Begin Regulation

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

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