

552.238-119 Single-use Plastic (SUP) Free Packaging Availability.

As prescribed in [538.273\(d\)](#), insert the following clause:

Single-Use Plastic (SUP) Free Packaging Availability (Jul 2024)

(a) Definitions. As used in this clause—

(b) *Single-use plastic (SUP) packaging* means any plastic used for the containment, protection, handling, delivery, or presentation of goods by a producer for a consumer with the intent of being used once and then discarded, recycled or disposed of immediately after its contents have been used or unpackaged, and typically not refilled or otherwise reused by the producer. Packaging includes, but is not limited to brand packaging, grouped packaging, shipping packaging, ancillary packaging, and redundant packaging.

Single-use plastic (SUP) free packaging means product or shipping containment materials free of single-use plastic. Other attributes of single-use plastic free packaging may include the following: use of minimal materials, will be reused multiple times, or produces less emissions compared to traditional manufacturing or distribution. These additional attributes alone do not qualify as SUP free. Examples may include, but are not limited, to corrugated cardboard, paper products, and paper backed tape.

(b) *General*. The Contractor, in connection with this contract, is encouraged to—

(1) Evaluate their products for redundant or unnecessary packaging that can be eliminated without affecting quality.

(2) Package all products for shipment according to the Government's instructions or, if there are no instructions, in a manner sufficient to ensure that the products are delivered in undamaged condition with as little plastic waste material as possible.

(3) Limit the use of plastic packaging materials that have a high likelihood of not being reused or recycled, as appropriate (e.g., plastic casing or wrapping).

(4) Adopt SUP free packaging to the maximum extent practicable, as appropriate.

(c) *Procedures*.

(1) *Price premiums and discounts*. For any single-use plastic (SUP) free packaging identified per [552.238-118](#), Single-use Plastic (SUP) Free Packaging Identification, the Contractor may include in the submitted price list (see the Schedule, also referred to as MAS, solicitation instructions for submitting price list SUP free packaging). The submitted FSS contract price list may include a separate means of displaying information regarding product packaging. If the Contractor is providing SUP free packaging at either a price premium or discount, this should be clearly identified in the submitted price list.

(2) *Submission requirements*. As additional SUP free packaging becomes available, the Contractor is encouraged to notify GSA of these changes, and is responsible for keeping all electronic catalog data current.

(3) *Identification of SUP free packaging.* For easy identification of SUP free packaging, once available, GSA will use a SUP free packaging icon in GSA Advantage!®.

(i) Offerors who provide SUP free packaging and want to benefit from the GSA Advantage!® SUP free packaging icon must provide the information required in 552.238-118, Single-use Plastic (SUP) Free Packaging Identification.

(ii) The Contractor is encouraged to place the GSA logo and GSA Advantage!® SUP free packaging icon on their website and FSS price list for applicable supplies, see <https://www.gsa.gov/logos>. If the Contractor elects to use the GSA logo or icon, the website must clearly distinguish between those items awarded on the GSA contract and any other items offered by the Contractor on an open market basis.

(d) *Reliability.* Accuracy of information and computation of prices for this clause is the responsibility of the Contractor. In addition to the other remedies available in the contract, the remedies may include, but are not limited to, the following:

(1) If SUP free packaging is provided at a higher rate but different packaging is received, the Government may pursue corrective action.

(2) If SUP free packaging is utilized, but the product received is damaged, the Contractor shall replace the item, refund the item, or the Government may pursue corrective action.

(3) Inclusion of incorrect information in the price list regarding SUP free packaging may cause the Contractor to correct and resubmit the price list.

(4) Failure to correct applicable information for this clause, may constitute sufficient cause for termination, pursuant to FAR 52.212-4, Contract Terms and Condition-Commercial Products and Commercial Services, or remedies as provided by law.

(End of clause)

Parent topic: 552.238 [Reserved]