

Letter of Compliance for SINs 339940OS4 and 33940OVER

The information provided in this document is specific to **Enhanced SIN 339940OS4 and 339940OVER**. Before submitting your offer, please ensure you have met all of the requirements outlined in this document that are applicable to the products or services you are offering, as well as any other applicable general requirements listed in the solicitation attachments:

- Business Rules

Complete and upload this document electronic format with your offer, not handwritten, except for signatures as needed.

SIN REQUIREMENTS:

The new enhanced SIN 339940OS4 & 339940OVER will incorporate higher-level technical evaluation factors to raise standards. A contractor must meet the following technical go/no-go requirements. The offer will be rejected if all of the below requirements are not met:

AbilityOne-certified Distributor;

Based on Congressional statutes, there are two socioeconomic procurement programs that furnish products and/or services to support Federal Government requirements. These programs have mandatory source status and preference over the products and services of other vendors, as implemented by Federal Acquisition Regulation (FAR) Part 8.

Pursuant to the provisions of the Javits-Wagner-O'Day (JWOD) Act 41 U.S.C. 46-48(c), production facilities associated with National Industries of the Blind (NIB) and Source America (serving people with a wide range of disabilities) are mandatory sources for items on the AbilityOne (formerly JWOD) Procurement List. Pursuant to the provisions of the Federal Prisons Industrials (FPI) enabling statute, 18 U.S.C. 4124(a), FPI (doing business as UNICOR) is a mandatory source for federal customers.

Purchases by Federal customers of commercial items that are identical to or essentially the same (ETS) as AbilityOne (formerly JWOD) products when AbilityOne products are available to meet the customers' requirements, are in violations of the JWOD Act (4 U.S.C. 46-48c). Purchases by Federal customers of commercial items that are identical to UNICOR products are in violation of FPI's Act (18 U.S.C. 4124a). Thus Offerors will be prohibited from selling ETS items to Federal employees.

Offerors will provide GSA's Contracting Officer with one copy of their product line catalog (electronic copy) to be sold under this contract. Additional catalogs may be required upon request by the Contracting Officer. The offeror will review AbilityOne (formerly JWOD) cross-reference files that identify the ETS commercial items. Those files can be downloaded from (www.abilityone.gov). All products, which have been determined to be ETS as items available under the AbilityOne (formerly JWOD) program shall not be listed in Proposal Price List.

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During the term of the contract, additional items may be added to or deleted from the Procurement List, which is the official list of AbilityOne (formerly JWOD) Program products and services, maintained by the U.S. AbilityOne Commission. The AbilityOne Program and UNICOR shall normally provide 90 day notice of product additions and deletions.

Offerors should address how AbilityOne (formerly JWOD) items will be shown and marketed to Federal Customers in their proposals, but at a minimum, the AbilityOne items should be included in marketing materials in a manner consistent with the commercial items. If the contractor distributes a printed catalog to their government customers, the AbilityOne (formerly JWOD) Program prefers, but does not require, a fully integrated Government-unique print catalog. A commercial printed catalog with AbilityOne inserts in lieu of an integrated catalog would be acceptable, but must have appropriate blocking of ETS items, and should integrate AbilityOne items into the index (unless otherwise negotiated with the AbilityOne staff).

If electronic catalogs are used, all items, terms and conditions not accepted by the Government (including the items ETS as AbilityOne (formerly JWOD) products) must be deleted on the Government site. At the same time, the AbilityOne product line must be fully integrated in a manner consistent with commercial items. Electronic or online catalogs must integrate AbilityOne items into all search buttons for Government customers and/or integration into the remaining areas of the catalog. Removal of ETS items is required. Items which are not in stock or available at the time the order is placed, the contractors will inform the customer in accordance with the contractor's commercial policy.

Offerors must acknowledge that they will comply with the exclusion(s)/requirements mentioned above and describe what kind of blocking system for Essentially The Same (ETS) as AbilityOne items they will have in place under their order entry system.

Description of Blocking System for ETS items (add additional lines if necessary):

Offeror shall provide the authorization letter from AbilityOne with their proposal in order to provide acceptable evidence of AbilityOne certification. GSA will also verify with AbilityOne that this certification is still current. (please identify the file name below).

Demonstrated system to remain compliant with FAR 52.225-5 TRADE AGREEMENTS:

Contractors shall only provide products that are U.S.-made or designated country end products as set out in the Trade Agreements Act. Compliance with Trade Agreements Act (TAA) and Country of Origin (COO) accuracy is a critical requirement for obtaining and maintaining a contract. Noncompliance is a violation under the False Claims Act. Prior to being awarded a contract, Offerors will be expected to have a documented Standard Operating Procedure (SOP) detailing their process for Trade Agreements Act and Country of Origin compliance.

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The documented process shall be reviewed and updated as necessary, but no less than annually.

At a minimum, the SOP shall include the following:

- Identify the role and responsibilities of the department and/or team that will be responsible for TAA compliance and maintaining manufacturer COO accuracy.
- Describe the process for reviewing and verifying TAA compliance and COO accuracy. Identify any software and/or program that will be utilized.
- State the frequency that products will be reviewed for compliance. In determining the frequency of reviews, the Offeror should take into account the volume of items and types of products. However, GSA expects reviews to be conducted no less than quarterly, and many should be at least monthly.
- Identify the type of documentation that will be obtained and maintained to verify TAA compliance and COO accuracy. While documentation provided by suppliers can be utilized, it is ultimately the Contractor's responsibility to ensure products comply.
- A record of each review shall be kept and made available to government representatives upon request. These records shall contain information and documentation such as:
 - Date of review, team/department that conducted the review, software utilized, any discrepancies noted and corrective action taken.
 - The documentation used for the internal compliance reviews, such as, documentation provided by suppliers (letters of supply, periodic updates provided by suppliers) and/or documents provided to customs to verify country of origin, etc.

Upon award, Contractors will be responsible for:

- Modifying the contract when notified by supplier(s) that the country of origin (COO) has changed or if the internal review discovers products no longer TAA compliant.
 - Prior to the modification being approved, the Contractor shall inform all GSA customers that the item(s) in question is no longer available on the contract.
- Updating GSA *Advantage* after receiving approval of a modification deleting items from the contract.

Description of Standard Operating Procedure for Trade Agreements Act and Country of Origin compliance (add additional lines if necessary):

Currently be able to provide point of sale discount for all contract orders;

In evaluating the ability to provide a point of sale discount currently, GSA will look for controls that ensure the capability will be met. In evaluating the offeror's ability to provide transaction data, GSA will look for supporting documentation from the Contractor's order processor (e.g., merchant bank).

Immediately after the award of the OS4 contract, contractors shall provide a point-of-sale discount for all orders when payment is made through the GSA SmartPay card. Contractor shall recognize the GSA SmartPay card and automatically charge a price no higher than the OS4 price. The point-of-sale discount shall apply to all purchases

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for items covered by the OS4, except when the ordering agency specifies that it is using another acquisition vehicle. OS4 pricing shall be honored through all purchase channels.

(Please provide explanation on Point of Sale and the file name for supporting documentation from the order processor below):

Agency-defined reports at no additional cost;

Offeror must describe how they will provide agency defined reports as required. (Add additional lines in necessary):

Standard delivery anywhere CONUS within 4 business days (339940OS4 only);

GSA will evaluate the offeror's written explanation of how it will provide 4 business days transportation After Receipt of Order (ARO) within CONUS to ensure it is a realistic approach. Please state under what unusual circumstances four day delivery would not be possible. (Add additional lines if necessary):

Standard delivery OCONUS within 7 business days (339940OVER only);

GSA will evaluate the offeror's written explanation of how it will provide 7 business days transportation After Receipt of Order (ARO) OCONUS in the proposed service area to ensure it is a realistic approach. Please state under what unusual circumstances seven day delivery would not be possible. (Add additional lines if necessary):

Demonstrated ability to provide Fill or Kill status;

Notification and agreement with the customer must be in writing or through the ordering portal. The Contractor shall automatically deliver items available and notify customers within 24 hours of order placement when a

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backordered item can be delivered at a later date/time. Customers will determine if they wish to wait for the backordered item or order from another contract holder. If no response is received from the customer within 24 hours of notification of a backordered items' delivery estimate, the Contractor shall default to "Kill" for the line item.

Offeror must provide a written explanation of how they will meet the fill or kill requirement. (Add additional lines if necessary):

NOTE – Vendors must offer both Convenience Fee and Real Time Order Status. These are mandatory requirements.

Convenience Fee;

A convenience fee to fulfill orders below the minimum order amount may be proposed. If a convenience fee is proposed, this fee will be negotiated and the Contractor will fulfill orders below the minimum order amount with the addition of this convenience fee. This convenience fee must be specified in the applicable catalog/pricelist. Convenience Fee: _____

Order Status;

Real time order status for GSA Advantage! can be submitted by vendors via the following methods:

- PO Portal - for those SIP users (<https://www.poportal.gsa.gov/poportal/welcome.do>)
- EDI (<https://vsc.gsa.gov/EDIUser/gsaadvdocs.cfm>)
- cXML (Can be provided upon request post-award)

Please indicate that you can comply with Real Time Order Status reporting: _____

Optional Services;

Identify proposed fee for each optional delivery service. (Enter "N/A" if none is offered)

- Next-Day Delivery: _____
- Desktop Delivery: _____
- Secure Desktop Delivery: _____

Desktop Delivery: Direct delivery of packages to a customer's desk.

Secure Desktop Delivery: Direct delivery of packages to a customer's desk from an individual with security clearance.

Please indicate if you have walk-in/on-site stores: _____

Returns and Restocking Fees:

- **Returns:** Contractor shall allow the Government to return items in the original packaging and in saleable condition up to 30 days from the date the item was delivered. Contractor shall provide a full refund, less any applicable restocking fee, for such item within 30 days of receipt of the returned item.
- **Restocking fees:** Contractor may assess a restocking fee of up to 10 percent of the item cost when the Contractor incurs additional costs due to customer ordering error. There shall be no restocking fees when the item is returned due to nonconforming item or Contractor error.
Proposed Restocking Fee % (if any): _____

Proposal Offerings:

List the number of items being offered under each SIN below. (The below format can be recreated to include more space for your responses.):

| | |
|------|---------------------------|
| SIN: | Number of Products: |
| SIN: | Number of Products: |
| | Total Number of Products: |

Quantity Discount:

Offerors proposing quantity discounts may do so in the below tiered structure. Identify the quantity discounts being offered below. (Enter "N/A" if none is offered):

| Order Volume Tier | Discount offered |
|-----------------------|------------------|
| \$300 - \$999.99: | |
| \$1,000 - \$2,999.99: | |
| \$3,000 - \$4,999.99: | |
| \$5,000 - \$9,999.99: | |
| \$10,000+: | |

Transactional Data Reporting (TDR) is mandatory under the OS4 SINs.

(a) **Definition:** Transactional data encompasses the historical details of the products or services delivered by the Contractor during the performance of task or delivery orders issued against this contract.

(b) **Reporting of Transactional Data:** The Contractor must report all transactional data under this contract as follows:

1. The Contractor must electronically report transactional data by utilizing the automated reporting system at an Internet website designated by the General Services Administration (GSA) or by uploading the data according to GSA instructions. GSA will post registration instructions and reporting procedures on the Vendor Support Center website, <https://vsc.gsa.gov>. The reporting system website address, as well as registration instructions and reporting procedures, will be provided at the time of award or inclusion of this clause in the contract.
2. The Contractor must provide, at no additional cost to the Government, the following transactional data elements, as applicable:
 1. Contract Number of Blanket Purchase Agreement (BPA) Number.

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2. Delivery/Task Order Number/Procurement Instrument Identifier (PIID).
3. Non-Federal Entity.
4. Description of Deliverable
5. Manufacturer Name.
6. Manufacturer Part Number.
7. Unit Measure (each, hour, case, lot)
8. Quantity of Item Sold.
9. Universal Product Code.
10. Price Paid per Unit.
11. Total Price
12. Special Item Number (SIN)
13. Agency Name
14. Tier 3 Agency Name (Subagency Name) or VA Station Number

Please note that TDR reporting is applicable to the entire contract. Manufacturer name and manufacturer part number are mandatory TDR fields.

Economic Price Adjustment Clauses for TDR:

Please identify the clause applicable to this offer below:

| Yes/No | Clause |
|--------|---|
| | 552.216-70 Economic Price Adjustment FSS Multiple Award Schedule Deviation II |
| | I-FSS-969 Economic Price Adjustment FSS Multiple Award Schedule Alternate II |

Exclusions/Requirements: EPA Comprehensive Procurement Guidelines (CPG):

The offeror shall acknowledge and certify that the products applicable under the EPA CPG for recovered and post-consumer materials offered under this proposal meet or exceed the minimum content levels established under the CPG program managed by the Environmental Protection Agency (EPA).

If the products being offered meet or exceed the minimum content levels established under the CPG program then the offeror must furnish proof in the form of a copy of the certification from the manufacturer/supplier or a copy of the environmental organization's certification in order for you to be allowed to display the appropriate environmental attributes. **The percentage of the recovered materials and post-consumer materials must also be shown on the Proposal Price List under the EPA CPG column.** Per clause 552.238-78 (c)(2)(iv), the CPG compliance icon may be used in GSA Advantage to identify CPG compliant products only if these products meet or exceed the EPA recommended minimum recovered materials and post-consumer materials levels shown on the below CPG website. These items should also be identified in the offeror's printed commercial catalogs, brochures, price lists and online product website.

If a product is not available that meets or exceeds the EPA recommended minimum recovered materials and post-consumer materials levels, then the product must be identified in the Proposal Price list under the EPA CPG column as containing the maximum recovered materials and post-consumer materials content levels practicable

based on market availability. Specifically, show the percentage of the total recovered material and, if applicable, the percentage of post-consumer material content. If products are not subject to the CPG guidelines, then show N/A. Refer to CPG website at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program> The EPA maintains a list of EPA-designated products to provide Federal agencies purchasing recommendations on specific products in several Recovered Materials Advisory Notices (RMANs). Each RMAN contains recommended recovered and post-consumer material content levels for the specific products designated by EPA. Visit the CPG web site to view the current list of products that must comply with Comprehensive Procurement Guidelines. Also, CPG supporting documentations and background information (such as RMANs) can be found at:

<https://www.epa.gov/smm/regulatory-background-comprehensive-procurement-guideline-program-cpg> Products offered under this contract that have environmental attributes, such as recovered materials, must be appropriately identified as required by General Services Acquisition Regulation (GSAR) 552.238-78, Identification of Products that have Environmental Attributes. In addition, the Federal Trade Commission (FTC) issued Guides for the Use of Environmental Marketing Claims (16 CFR Part 260). These guides address environmental marketing and advertising practices. The FTC Guides for the Use of Environmental Marketing Claims can be found at:

<https://www.ftc.gov/policy/federal-register-notice/guides-use-environmental-marketing-claims-green-guides>

Demonstrated ability to meet all environmental reporting and green product requirements;

Offeror must provide a written explanation of how they will meet this environmental requirement. (Add additional lines if necessary):

Requirements: Letter of Supply (LOS):

If other than the manufacturer, offerors must provide a LOS. (please identify the file name below or enter "N/A")

Empty Toner Return Policy:

Toner cartridge offerors must provide arrangements for empty toner cartridges to be returned from the customers. Please describe your Empty Toner Return Policy below (Add additional lines if necessary):

GSA Catalogs and Price Lists:

The following requirements shall be met:

- Duplicated Part Numbers are not permitted within the Product Description Fields on GSA Advantage.
- Vendors who offer different Units of Issue for the same product shall not offer larger quantities at a price higher than the individual unit.
- AbilityOne products shall be represented with the 13 digit National Stock Numbers (NSN) in the "Manufacturer Part Number" field on GSA Advantage and identify "AbilityOne" as the manufacturer name. Variations such as "NIB/Source America", "Skilcraft" and "JWOD" will not be accepted.
- Contractors must be an Authorized Distributor, Reseller, or Wholesaler for catalog items. Contractors are required to provide documentation from the Original Equipment Manufacturer (OEM) confirming this authorization. **Purchase, Distribution and/or sale of Grey/Black Market items are not allowed.**

Regarding Product Substitutions:

No product(s) shall be substituted unless specifically approved by the ordering office. If an item is on backorder, the contractor shall contact the customer for further instructions prior to order cancellation. Offerors with more than one supplier must ensure that there are no duplications of the exact same products by the same manufacturers for the items being proposed.

Regarding Conformed Price Lists:

For all modification requests, a conformed price list is required to be submitted along with all other pertinent documents. For example, if a vendor currently has a catalog count of 2,000 items and they are in the process of submitting a modification to add an additional 3000 items then two separate spreadsheets are required to be submitted to the respective Contracting Officer. One spreadsheet should list the additional 3,000 items that are in the process of being added while the second spreadsheet should be the conformed price list that includes all 5,000 items. Customer Agencies request conformed price lists from time to time and this will enable GSA to meet those requests in a timely manner.

The person whose signature appears below is authorized to make the commitments noted above.

Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

Appendix:

OFFICE SUPPLIES DEFINITION

Full Commercial Catalog Offer is defined as follows:

Offerors have the option of submitting their entire full commercial catalog which includes a variety of office supplies/products and a small amount of office furniture. The ratio should be 80% Office Supplies/Products and 20% other, such as office furniture, IT products/accessories, etc. Incidental transactional items such as restroom products, IT accessories, and small furniture items may be included in orders from customers only for convenience but will be a minimal portion of the offeror's catalog. Offerors with a significant number of restroom products are encouraged to offer SIN 322291 --- RESTROOM PRODUCTS.

Furniture products offered under this solicitation are required to meet applicable industry standards, tests, and GSA requirements in effect on the date of issuance of the solicitation. During the contract period of the schedule, the product manufactured must meet the applicable standards, in effect at the time of manufacture. Furniture products may only be offered as part of an offeror's Full Commercial Catalog.

Partial Catalog Offer is defined as follows:

Offeror is proposing a select number of Office Products that fall under the SIN.

Office Supply Definitions per Category: This list is not meant to be all encompassing, but examples of common items in these categories.

| Office Supplies Definition Office Supplies Category | Office Supplies Subcategories | Definition |
|---|---|--|
| Paper | 1. Paper | Carbon, cards, computer, fine stationery, inkjet, laser multipurpose, copier, notebook filler, bond, résumé, rolls, stationery, and labels |
| Toner | 2. New toner and inkjet cartridges | New ink and laser jet cartridges; multicolor and black; and solid ink |
| | 3. Remanufactured toner and inkjet cartridges | Remanufactured ink and laser jet cartridges; multicolor and black; and solid ink |
| General Office Supplies | 4. Adding machines and calculators | |
| | 5. Binding and filing supplies | Binders, binding elements, file folders, document protectors, bank boxes and other filing boxes |
| | 6. Calendars, personal organizers, and other dated office items | All office-related calendars and organizers |

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| | | |
|--|--|---|
| | 7. Cases and portfolios | Carrying cases, presentation portfolios, leather and vinyl portfolios, twin-pocket portfolios, and zipper portfolios |
| | 8. Computer accessories | Mouse pads, wrist rests, antiglare screens, desktop cleaning supplies, media storage, keyboard drawers (excludes electronic information technology (EIT)) |
| | 9. Computer media | Diskettes, CDs, DVDs, data tape, USB devices |
| | 10. Drawing and graphic arts supplies | Adhesives and glue, erasers, rulers and measures |
| | 11. Mailing and shipping supplies | Envelopes, shipping sacks, packaging tape |
| | 12. Miscellaneous office supplies | Fastening items including staplers, paper clips, binder clips, etc.; adhesive tape, label makers, rubber stamps, ink, push pins, paper-hole punchers |
| | 13. Office furnishings | Clocks, stools, picture frames, wastebaskets |
| | 14. Shredders | Office-type and high-security shredders |
| | 15. Visual communications and meeting aids | Blackboards, whiteboards, easels, videotapes, audiotapes, dictation supplies |
| | 16. Writing instruments | Pens, pencils, highlighters, markers |

Toner:

A vendor should also indicate in the product description whether:

- Remanufactured cartridges meet applicable Business Solutions Association (BSA) standards ● Compatible suppliers can represent and warrant that they have investigated and confirmed that their products do not violate any United States patents
- The cartridge is CPG compliant:
 - Comprehensive Procurement Guidelines: EPA's Recovered Materials Advisory Notice (RMAN) recommends that procuring agencies establish procedures and policies that give priority to remanufacturing the agencies' expended toner cartridges. EPA recommends that, under such policies and procedures, agencies procure remanufacturing services for expended cartridges and, when such services are unavailable or not practicable, obtain remanufactured toner cartridges or new toner cartridges made with recovered materials from product vendors.

Sources:

- <https://bsa.memberclicks.net/01-20-print-cartridge-standard>
- <https://sftool.gov/greenprocurement/green-products/9/non-paper-office-products/0>
- <http://www.i-itc.org/stmc.html>

Original Equipment Manufacturer (OEM): A new cartridge that is designed, manufactured and/or distributed by the manufacturer of the printer in which the cartridge is intended to be used. An OEM cartridge may contain recycled parts.

Non-OEM New Build: A new cartridge with a shell, internal components and ink or toner that is produced by a company NOT affiliated with the printer hardware manufacturer of the printer in which the cartridge is intended to be used.

Remanufactured: A cartridge that has been previously used, the marking substance consumed, and then is subsequently collected, inspected, cleaned, had new or reconditioned parts installed, refilled with ink or toner, and tested so that its capability to print has been restored. This previously used cartridge could be either an OEM or a non-OEM cartridge.

Refilled: A cartridge that is refilled with non-OEM ink or toner and resealed. Some components may be replaced, but the principal service is replacing the marking substance in a cartridge supplied by the customer. The process may be performed by a technician in a local store, or by the customer using commercially available supplies. This previously used cartridge could be either an OEM or a non-OEM cartridge.

All toners being offered shall be identified as: **New OEM, Non-OEM New Build, Remanufactured, or Refilled**

Gray/Black Market:

Gray Market: Goods that are defined as items sold into the country of consumption without the consent of the trademark holder. Gray market goods are not counterfeits; however, differences may exist between these goods and those goods produced for sale in the country of consumption. Some of these differences may involve warranty coverage or compliance with local regulatory requirements.

Black Market: Black market and counterfeit in the printing supplies business means the manufacturing, refilling or ("reman") remanufacturing of a print cartridge with the intention to market it in a way that suggests it is an original brand name product. This usually involves putting a reman or refill into a box that closely resembles genuine manufacturer packaging, which can deceive customers into paying a higher price for a fraudulent product.

Other Standards and Terms:

FILL/KILL:

In the "fill" or "kill" phase, Contractors are required to obtain affirmative acknowledgement from the customer on all orders received. Should an order fail to be able to be fulfilled by the Contractor at the time order is placed, the Contractor shall provide notification to the customer that the intended order cannot be filled within the time specified and provide (when applicable) backorder details regarding the order.

Should the customer fail to acknowledge to the Contractor to move forth with the requested items placed on backorder, the Contractor shall "kill" (not fulfill) the order within 24 hours of the Contractor's response to the customer's backorder. Otherwise, Contractor's receipt of acknowledgment to move forth with the backorder for the agreed date of fulfillment, the Contractor shall "fill" the order as requested, agreed, and acknowledged.

Fill or Kill applies at the line-item level, not at the order level. The Contractor must:

- Notify the ordering office placing the order within 24 hours if there are any problems filling an order;
- Provide any anticipated wait time; and

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- Allow the customer to cancel that item or wait for the later delivery.

Notification and agreement with the customer must be in writing or through the ordering portal. The Contractor shall automatically deliver items available and notify customers within 24 hours of order placement when a backordered item can be delivered at a later date/time. Customers will determine if they wish to wait for the backordered item or order from another contract holder. If no response is received from the customer within 24 hours of notification of a backordered items' delivery estimate, the Contractor shall default to "Kill" for the line item.