

Letter of Compliance for SIN 339940

The information provided in this document is specific to **SIN 339940 --- OFFICE PRODUCTS**. 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.

Complete and upload this document with your offer. All offeror attachments must be in PDF, Excel, or Word, and documents must be electronically typed, not handwritten, except for signatures as needed.

SIN REQUIREMENTS:

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AbilityOne-certified Distributor

Offeror shall provide the authorization letter from AbilityOne with their proposal in order to provide acceptable evidence of AbilityOne certification. (**EXCEPTION:** AbilityOne certification shall not be required for an offeror who will be proposing a limited product line (i.e., not full catalog) and will not be supplying any AbilityOne products.) GSA will also verify with AbilityOne that this certification is still current (**please identify the file name below**).

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. **NOTE** - ETS blocking is mandatory whether or not a vendor is a certified AbilityOne distributor.

Description of Blocking System for ETS items (**add additional lines or separate attachment if necessary**):

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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 or separate attachment if necessary. If information is included in separate attachment, please identify the file name below):

Demonstrated system to remain compliant with the Trade Agreements Act

Offeror must provide written explanation of how they will meet this requirement for TAA compliance. Offerors will be expected to have a documented Standard Operating Procedure (SOP) detailing their process for Trade Agreements Act and Country of Origin compliance. 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:

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- 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, 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 or separate attachment if necessary):

Optional Services:

Vendors will have the option to offer other enhanced delivery options such as next-day delivery, desktop delivery and secure desktop delivery. In addition, they may offer real time order status tracking on GSA Advantage, office services, and walk-in/on-site stores

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

Service	Proposed Fee
Next-Day Delivery	
Desktop Delivery	
Secure Desktop Delivery	

Real time order status for GSA Advantage! can be submitted by vendors via the following sites:
Below are three mechanisms for submitting catalog data to GSA Advantage:

- 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)

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.

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- **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): _____

Full-Product and Broad-Service Proposal Offerings:

A full-product catalog is encouraged, but not mandatory. A vendor may offer a more limited array of office products if that is what they specialize in, such as offerors that specialize in only toner or paper, etc. Offerors must be registered under a NAICS code applicable to the Special Item Number (SIN) the products are proposed under. Review this information under the SIN description on the solicitation document.

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

SIN:	Number of Products:
SIN:	Number of Products:
Total Number of Offerings:	

Transactional Data Reporting (TDR) is not mandatory under this SIN. If you are accepting TDR:

(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.

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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.
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)

Please note that TDR reporting is per contract. Manufacturer name and manufacturer part number are mandatory TDR fields if you decide to accept TDR.

EPA Clauses for TDR:

Please choose one of the clauses below:

Regulation 552.216-70 - If participating in TDR, clause 552.216-70 Economic Price Adjustment FSS Multiple Award Schedule Deviation II applies.

OR

Regulation I-FSS-969 - If participating in TDR, clause I-FSS-969 Economic Price Adjustment FSS Multiple Award Schedule Alternate II applies.

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**

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materials and post-consumer materials must also be shown on the Proposal Price List under the EPA CPG column. Per clause 552.238-72 (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) 552.238-72, 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:

http://www.access.gpo.gov/nara/cfr/waisidx_06/16cfr260_06.html

Requirements: FAR 52.225-5 TRADE AGREEMENTS Compliance:

Trade Agreements Act of 1979 (TAA) (19 U.S.C. § 2501–2581)

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

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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 or separate attachment if necessary):

Applicable Only To Mandatory Source Authorized Distributor Program:

Based on Congressional statutes, there are two socioeconomic procurement programs that furnish products and/or services to support Federal Government requirements. These programs have

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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 violation 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.

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.

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Offerors must acknowledge that they will comply with the exclusion(s)/requirements mentioned above and describing 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 or separate attachment if necessary)

AbilityOne Program:

Federal law creates a mandatory requirement for Federal customers to buy items produced under the Javit's-Wagner-O'Day (JWOD) Program (41 U.S.C. 48). No commercial items that are essentially the same (ETS) as AbilityOne Products will be awarded under this schedule.

Regardless of whether or not an Offeror is an authorized AbilityOne (formerly JWOD) product distributor, no Offeror will be permitted to sell commercial items under this Schedule to Federal Customers if the commercial items are essentially the same as AbilityOne products. Only authorized AbilityOne distributors may sell or market Ability One products. The following requirements shall be met for all AbilityOne products:

- Only the 13 digit AbilityOne National Stock Number (NSN) shall be utilized when selling or marketing AbilityOne products on the GSA contract.
- For all AbilityOne products, the manufacturer name shall be listed as "AbilityOne". No other variations such as NIB, Source America, JWOD, or Skilcraft shall be accepted.

(Check Yes/No) (Check "Yes" or "No" for each of the three (3) sections below.)

<input type="checkbox"/> Yes <input type="checkbox"/> No	Offeror is already authorized to distribute AbilityOne products by the U.S. AbilityOne Commission.
<input type="checkbox"/> Yes <input type="checkbox"/> No	Offeror is not currently authorized to distributor AbilityOne products but this offer is based on the intention of applying for authorization to distribute AbilityOne products by the U.S. AbilityOne Commission. Offeror acknowledges that, they are not authorized to distribute AbilityOne products. Offerors will distribute neither AbilityOne products nor commercial items that are essentially the same as AbilityOne products under this Schedule.

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<input type="checkbox"/> Yes <input type="checkbox"/> No	Offeror does not intend to distribute AbilityOne products.
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Requirements: Letter of Supply (LOS):

If other than the manufacturer, offerors must provide a LOS.

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:

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.

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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 Contractor shall provide to the GSA Contracting Officer:

1. One copy of the Authorized GSA Schedule Price list, with Catalog.
2. The Authorized GSA Schedule Price list on a common-use electronic medium. The Contracting Officer will provide detailed instructions for the electronic submission with the award notification. Some structured data entry in a prescribed format may be required.

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, 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

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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
	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	

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Delivery:

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

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

Toner:

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/Grey 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:

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://c.ymcdn.com/sites/businesssolutionsassociation.site-ym.com/resource/resmgr/docs/Print_Cartridge_10-14.pdf
- <https://sftool.gov/greenprocurement/green-products/9/non-paper-office-products/0>
- <http://www.i-itc.org/stmc.html>

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

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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.