

SIN 339940OS4
SIN 339940OVER

Letter of Compliance for SINs 339940OS4 and 339940OVER

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:

SIN 339940OS4 & 339940OVER

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

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).

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):

SIN 339940OS4
SIN 339940OVER

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

Offeror must provide 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:

SIN 339940OS4
SIN 339940OVER

- 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):

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

SIN 339940OS4
SIN 339940OVER

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

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

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.

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 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 written explanation of how they will meet fill or kill requirement.

(Add additional lines or separate attachment if necessary. If information is included in separate attachment, please provide the file name below):

SIN 339940OS4
SIN 339940OVER

Convenience Fee for Enhanced SIN(s) 339940OS4 and 339940OVER Offerors ONLY: 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.

NOTE – As of April 2019, vendor must offer both Convenience Fee and Real Time Order Status. These are mandatory requirements.

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

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

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

- 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: _____

Please indicate that 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

SIN 339940OS4
SIN 339940OVER

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. (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 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):

Delivery Order Size Tier	Percentage Discount Offered At Purchase Order Volume Tier
\$300 - \$999.99	
\$1,000 - \$2,999.99	
\$3,000 - \$4,999.99	
\$5,000 - \$9,999.99	
\$10,000+	

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.

SIN 339940OS4
SIN 339940OVER

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

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

Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____