

**GSA Business Rules and Agreement For
Multiple Award Schedule (MAS) Enhanced OS4 SINs 339940OS4**

All responsible Contractors submitting verification of a contract with acceptable items must be in good standing with the Government, offer items at fair and reasonable prices, and meet all eligibility requirements as part of their contractual agreement. Individual delivery/task orders will be placed via GSA Advantage!, FedMall, vendor website portal, fax, walk in stores or other means available in order to provide the best value/lowest overall price alternative. MAS Contract holders with OS4 SIN(s) shall comply with the following GSA Business Rules or be subject to termination, suspension or cancellation of their GSA MAS contract at the discretion of the GSA Contracting Officer (CO). Monitoring will be conducted to ensure compliance:

1. Requirements:

- 1.1. The Contractor must be actively registered in the System for Award Management (SAM) system and not suspended or debarred from doing business with the U.S. Government.
- 1.2. Contractors are responsible for notifying GSA CO of any changes to their business or contract(s) as it pertains to their award.
- 1.3. Contractors will conduct business in a professional manner.
- 1.4. Contractors will respond to GSA questionnaires and inquiries when requested.

2. Customer Complaints:

- 2.1. All customer complaints will be evaluated by the GSA Contracting Officer and when corrective action is required, notice will be given to the Contractor. Notice may be via email or telephone. Contractors are subject to termination, suspension or cancellation depending on the severity of the complaint. If a customer complaint is validated, the Contractor will receive a formal notice requiring corrective action and resolution.

3. Indecent Content:

- 3.1. GSA enforces a ZERO TOLERANCE policy for listing indecent content or related material on the GSA website. Indecent content or related material includes, but is not limited to, blatant or veiled displays of sexual content that produces sexual associations in people's minds, is provocative and/or degrading, contains language or images that are sexually suggestive or provocative with respect to sexual activities, sexual process/methods, contains provocative titles or descriptions, etc., as determined by the GSA Contracting Office. Contractors will be

subjected to suspension, cancellation and/or termination action for listing indecent content or related material on the GSA Advantage! The GSA Contracting office reserves the right to remove any item in a contractor's catalog if deemed inappropriate.

4. Office Supplies Catalog and Spreadsheets:

- 4.1. The Contractor's catalog/spreadsheets are subject to removal if items other than those specifically authorized by the contract are added. Contractors are responsible for ensuring that their catalog complies with the terms of the contract. Out of scope items are not authorized.
- 4.2. Contractors are responsible for ensuring that their catalog/spreadsheet data contains accurate delivery Days After Receipt of Order (ARO) and terms or fees for Express shipments are clearly annotated, as well as restocking fees, if any.
- 4.3. Contractors shall not misrepresent products. Contractors shall guarantee the Original Equipment as "New" unless noted otherwise.
- 4.4. 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.
- 4.5. Contractor's catalog/spreadsheet shall only list the part number in the Part Number data field. Part numbers shall not be posted in the product name or description data field, unless the item is identified as a "Refurbished" or "Remanufactured" toner for identification purposes only. For example, Toner/Ink products: items are "NEW" and service the form, fit and function of the OEM product. "REMANUFACTURED" or "REFURBISHED" are not considered "NEW" products and shall be clearly identified and marked for the consumer to avoid any misrepresentation. The remanufacturing process includes the disassembly and cleaning of the shell and all components, refurbishment of parts where indicated and replacement of key components and damaged parts. The toner is tested, a new chip is installed, and it is bagged in a static controlled bag and protective box, prior to shipment as part of best commercial practice. The term "drill and fill" refers to toners that are just refilled with toner, resealed, and shipped with no replacement of any parts. If any reused or refurbished components are utilized, the items shall be considered as "Remanufactured" and not "New".
- 4.6. OEM listed shall be correct. Contractor shall ensure the "Product Description" is not misleading, and that the OEM part number is listed as assigned by the manufacturer. For items that are remanufactured,

the company who remanufactures the item shall be listed as the Manufacturer Name and the part numbers of the products should not be the same as the OEM product. If a product is remanufactured, it needs to be identified as “remanufactured” or “refurbished” in the “Part Name” data element in the catalog/spreadsheet. Contractor’s catalog/spreadsheet will only list the product name in the “Accessory/Item Name” for the Product Name data field. Product Name field will not include part number or description.

- 4.7. Contractor’s catalog/spreadsheet shall only list the Product Description in the Description and Long Description data fields. Contractors must provide a detailed Product Description. Long Description shall not duplicate the Product Description. Part Number, Company Information, and Associated Products will not be allowed in the catalog description fields.
- 4.8. “Unit of Issue” and “Quantity per unit of Issue” shall conform and be consistent with GSAAvantage authorized codes which is the two character alphabetic code. The current website is: https://www.gsaadvantage.gov/advantage/information/page.do?keyName=UNIT_DEFINITIONS&uom. For unit of issue, “EACH” means a single unit of one. When the packaging is unclear or subject to interpretation, the parameters SHALL be explained in the Description to fully demonstrate the offered quantity (i.e. 1 box = quantity of 12; dual pack = qty of 2 each; 1 carton = quantity of 1 each; or 6-pack as appropriate, etc)
- 4.9. Contractors shall not list the same item more than once, unless the item is combined or packaged allowing for greater savings in lieu of a single price (e.g. 2-pak; combination set of related items, etc) to the Government.
- 4.10. Items awarded under the enhanced OS4 SIN(s) SHALL be listed for purchase on GSA Advantage!
 - 4.10.1. All item descriptions listed on GSA Advantage! and FedMall must adhere to the following format:
 - 4.10.1.1. “New” or “Remanufactured” (if applicable)
 - 4.10.1.2. Manufacturer Name
 - 4.10.1.3. Yield (if applicable)
 - 4.10.1.4. Description
- 4.11. Contractor’s catalog/spreadsheet must include UPC-A code.

5. MAS OS4 Enhanced SINs 339940OS4 Delivery/Task Orders only:
 - 5.1. As best practice commercial procedures, all MAS OS4 Enhanced SIN contract holders are expected to complete purchase orders in accordance with contractual terms and conditions. All OS4 Contract holders are expected at a minimum:
 - 5.1.1. Contractors will notify the customer with an email confirmation of order shipment within one business day (8 hours) of the successful order being processed, after receipt of order (ARO).
 - 5.1.2. Contractors will notify the customer of a backorder via email within one business day. The customer must have the option to cancel an order when the order cannot be filled within the quoted delivery time. In accordance with contract terms and conditions, Contractors may refuse any order below the contract's minimum order amount or above \$250,000, the contract's maximum order amount, and must notify the purchaser of any cancellation, and prior to charging any additional fee. Larger orders may be subject to additional discounts and should be noted on the invoice. The minimum order is up to \$100.00. Offerors are encouraged to propose a lower minimum order amount to increase business opportunities.
 - 5.1.3. Contractors utilizing FedMall may not charge shipping and handling to FedMall orders. The prices shall be Freight On Board (FOB) destination only in accordance with FedMall requirements. It is the responsibility of the Contractor to maintain compliance with FedMall requirements, standards and guidelines.
 - 5.1.4. A restocking fee shall not be charged on items that are shipped back to the supplier due to Contractor's error or shipping error.
 - 5.1.5. Prices charged to the customer will be the same in order from the MAS OS4 Enhanced SIN(s) Contract holder's price charge to the customer's credit card unless a lower discount rate prevails. Presentation of the GSA SmartPay®2 charge card (see Clause 52.232-36 PAYMENT BY THIRD PARTY (MAY 2014) (DEVIATION – MAY 2003) will automatically trigger the GSA Schedule contract price and provide tax exemption (where applicable) without any other form of contract identification for contract items unless a lower price was separately negotiated by the ordering agency. The Contractor shall honor the GSA

Schedule price when presented with a government charge card regardless of the order channel (i.e., in person, mail order, telephone order, e-mail, E-commerce/Internet, etc.). The Contractor's systems shall recognize the GSA SmartPay®2 card from the 4-digit prefix in the charge card numbers (called Bank Identification Numbers or BINs). The current SmartPay2® BIN numbers are:

Visa: 4614, 4716 and 4486

MasterCard: 5565 and 5568

- 5.1.6. Coordination and notification to the purchaser's ordering office shall occur when the order can only be partially filled. The Government reserves the right to cancel orders which do not meet their delivery requirements.
- 5.1.7. Product substitutions shall not be allowed unless specifically authorized in writing by the purchaser.
- 5.1.8. Items shipped must include a detailed invoice and packing slip with prices for tracking and identification purposes with the contract number and purchase/delivery/task order number.
- 5.1.9. The product description for each item must clearly state the overseas geographic delivery location. (i.e. For Delivery in EU Only, For Delivery in Japan Only, etc.)

6. Customer Contact:

- 6.1. Contractors shall not harvest GSA customer contact information.
- 6.2. Contractors shall not distribute customer contact information using any mass method of distribution without explicit prior written consent of individual users and GSA System Management Office.
- 6.3. Contractors shall not unduly solicit, burden or harass GSA customers in pursuit of favoritism or unfair competitive advantage.
- 6.4. Contractors shall not sell any past, current or future GSA customer lists to any third party. An exception would be sharing to the Contractor's internal authorized distributors at no cost.
- 6.5. Mass or Bulk emails must contain an option or means to "unsubscribe" to disengage from future mailings. Penalties for violating undue solicited customer contact and harvesting or distributing customer lists are as follows:

- 6.5.1. The first incident of violation- the vendor is directly contacted and reminded of the Business Rules.
 - 6.5.2. The second incident of violation- vendor is informed that their catalog/catalogs have been quarantined for a period of 3 months.
 - 6.5.3. Third incident of violation- vendor is directly contacted and informed that their catalog/catalogs shall be suspended 6 months or longer to include permanently from GSA Advantage. Contractor must show cause for the continued violation(s).
- 6.6. NOTE: IF IT IS DETERMINED THAT ANY VENDOR IS CIRCUMVENTING THESE RULES, THEIR CATALOG WILL BE SUSPENDED IMMEDIATELY.
- 6.7. It is the Contractor's responsibility to upload/restore files after any quarantine or suspension period.

7. Acknowledgement and Certification:

I have read and been informed about the content, requirements, performance and expectations of the Business Rules. I have received a copy and agree to abide by these guidelines as a contractual condition of any resultant contract under the MAS solicitation with the OS4 Enhanced SIN(s). I understand that if I have questions, at any time, I may consult with the Contracting Officer.

I hereby acknowledge that the undersigned and all concerned parties represented by ___(insert Offeror's name) understand the rules, guidelines and compliance responsibilities herein and will undertake to maintain compliance in good faith to the best of my knowledge and belief.

AUTHORIZED SIGNATURE(S): TYPED

NAME:

TITLE:

POINT OF CONTACT INFORMATION: EMAIL:

PHONE: