



## **Supplier Selling Agreement for MarketPlace**

### **1.0 Introduction**

The new FedMall, which replaces DOD EMALL, strives to be the web-based single point of entry for customers to find and acquire off-the-shelf, finished goods and services from Government and authenticated commercial sources. The first release of FedMall includes the new generation of catalogs that will be hosted without requiring a contract. This release will include religious and commercial office supplies and that can be acquired at or below the micro-purchase threshold with a Government Purchase Card (GPC).

FedMall is an eCommerce ordering system for DOD, Federal, State, and authorized local Agencies to search for and acquire products from government reserves and commercial sources. Buyers will have access to over 29 million individual items of supply, including centrally-managed DOD and General Service Administration (GSA) assets as well as commercial off-the-shelf products. FedMall is expected to have approximately 35,000 registered users, and process over 1.3 million orders yearly.

As required, FedMall fulfills Section 332 of the Fiscal Year 1999 DOD Authorization Act, Public Law 105-261, Title III, Subtitle D, October 17, 1998 which called for a single point of entry for DOD ordering on the Internet as part of its overall eCommerce implementation.

The Government reserves the right to rescind this agreement at a time of its choosing or when it needs to be superseded owing to updates in business procedures.

By consenting to this agreement, the supplier is bound by the following:

### **2.0 Requirements**

2.1 The supplier shall hold an active registration in the System for Award Management (SAM) for the purposes of being eligible for potential contracts. During registration the supplier will complete the SAM representations and certifications module, which contains several Federal Acquisition Regulation (FAR) and Defense FAR Supplement (DFARS) provisions. Note that it is only when a supplier subsequently submits an offer to the government in response to a solicitation that includes FAR provision 52.204-8 Annual Representations and Certifications or 52.212-3 Offeror Representations and Certifications – Commercial Items that the representations and certifications become binding for a particular contract award.

2.2 The supplier warrants and affirms it is not suspended or debarred from doing business with the U.S. Government.

- 2.3 The supplier warrants and affirms it does not have any delinquent federal debt.
- 2.4 The supplier warrants and affirms it will notify FedMall of any changes to business status as it pertains to SAM or FedMall.
- 2.5 The supplier warrants and affirms that items offered for sale will not be provided by a third party reseller. All items sold under the supplier's Commercial and Government Entity (CAGE) code will only be from that supplier.

### 3.0 Customer Complaints

- 3.1 Customer complaints will be evaluated by the FedMall Program Management Office (FedMall PMO) within 30 business days of receipt. If a customer complaint is validated, the supplier will receive a formal notice requiring corrective action. The supplier agrees to provide a remediation plan within 15 business days of the date on the notification.
- 3.2 Validated customer complaints will be maintained for a period of 180 days.

### 4.0 Catalog

- 4.1 The supplier agrees to not make available in their catalog or sell any Kaspersky Lab items in accordance with Federal Acquisition Regulation (FAR) ruling in the *Federal Acquisition Circular (FAC) 2005-99, Item I—Use of Products and Services of Kaspersky Lab (FAR Case 2018-010) effective July 15, 2018*. The FAC states that the Federal Government is prohibited from purchasing any Kaspersky Lab hardware, software, or services developed by Kaspersky Lab or its related entities. The supplier agrees and confirms to a **ZERO TOLERANCE** policy and if any violation is found, the supplier's catalog will be removed.
- 4.2 The supplier agrees to not use a National Stock Number (NSN) in the Item Name, Supplier Part Number, and/or Item ID (item description) fields for a commercial (non-NSN) item. If an NSN is associated with a commercial item the supplier acknowledges that their catalog will be removed.
- 4.3 The supplier agrees that the supplier's catalog is subject to removal from FedMall by the Government without recourse. If items other than those specifically authorized are added, the catalog will be removed.
- 4.4 The supplier agrees to ensure their catalog specifies the actual number of shipping days after receipt of order (ARO).
- 4.5 Suppliers are responsible for maintaining their catalog on FedMall to ensure accurate prices, part numbers, universal product codes (UPC), classifications, pictures, and product descriptions.
- 4.6 Suppliers must be an authorized Dealer/Distributor/Reseller for their catalog items. Suppliers are required to provide documentation from the Original Equipment Manufacturer (OEM) confirming this authorization.

4.6.1 Only Authorized AbilityOne suppliers are permitted to sell mandatory source items (reference FAR 8.700, 8.703 and 8.704). The AbilityOne mandatory Procurement List can be found at <http://www.abilityone.gov>.

4.7 The supplier agrees items will not be listed multiple times.

4.8 The supplier agrees and warrants accurate representation for listed items, i.e., the OEM is accurate, the “Product Description” is not misleading, and the actual OEM part number is listed. If a product is surplus or remanufactured/refurbished, it needs to be labeled as such in the “Part Name” data element in the catalog and on the item.

## **5.0 Order Fulfillment**

5.1 The supplier will notify the customer with an email confirmation of order shipment within one (1) business day of the order being placed.

5.2 The supplier will notify the customer of a backorder via email within one (1) business day. The customer must have the option to cancel the order if it cannot be filled within the quoted delivery time.

5.3 Restocking fees shall not be charged on items that are shipped back due to supplier error.

5.4 The supplier agrees that charges to the Government Purchase Card (GPC) will not be processed until 100% of the order has been shipped.

5.5 Items in FedMall will be free on board (FOB) Destination. Additionally, shipping charges will be listed separately from the price of the item.

5.6 The supplier agrees that product substitutions are not allowed unless specifically authorized in writing by the customer.

5.7 Items shipped must include a detailed invoice with FedMall product prices or agreed upon discounted prices.

## **6.0 Unsolicited Customer Contact**

6.1 Suppliers shall not harvest or retain FedMall customer contact information from the FedMall site and shall not:

- Retain GPC numbers, expiration dates, or Card Verification Value (CVV) codes;
- Distribute customer contact information by any method of distribution to any entity without explicit prior written consent of individual users and the FedMall PMO;
- Solicit FedMall customers at any time via telephone, email, US Mail, or any other method; or

- Sell or distribute any past, current, or future FedMall customer lists, credit card numbers, phone numbers, or any personally identifiable information to a third party.

6.2 Penalties for violating unsolicited customer contact and harvesting or distributing customer lists represent a violation of public law, and will be referred to the US Attorney.

## **7.0 Indecent, Disparaging, and/or Inflammatory Content**

7.1 The supplier agrees and affirms to a **ZERO TOLERANCE** policy for listing indecent content on the FedMall 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 FedMall PMO.

7.2 The supplier agrees and affirms to a **ZERO TOLERANCE** policy for listing disparaging, or inflammatory religious content on the FedMall website. Disparaging, or inflammatory religious content includes, but is not limited to: blatant or veiled publications (published by any means), periodicals, curriculum, images, or any other such icons or material(s) that contains language or images that are provocative, and or denigrating with respect to religious beliefs, or faith traditions, contains provocative titles or descriptions, etc., as determined by the FedMall PMO.

## **8.0 Removal of Catalog**

8.1 FEDMALL PMO will conduct annual reviews of the supplier's catalog. If there are no sales processed within a 12 month period, the FedMall PMO will remove the catalog from FedMall.

8.2 Suppliers will be subject to immediate removal and will be banned from FedMall for listing indecent content or related material as determined by the FedMall PMO. The FedMall PMO reserves the right to remove any item in a supplier's catalog for any reason, to include this restriction.

8.3 If suppliers violate any rules listed in this agreement they will be removed and banned from the FedMall site.

As the Supplier, you acknowledge all terms laid out in this agreement and will comply with all FAR and DFARS provisions/clauses related to FedMall.