



FedMall

<https://>

**Business Rules and Agreement to Sell
on FEDMALL**

Version 2.8

November 1, 2018

CHANGE LOG

This record shall be maintained throughout the life of the document. Each change and published update shall be recorded.

CHANGE / REVISION RECORD			
Date	Section	Description of Change	Made By:
9 Mar 2012	1.0	Added 1.8, 1.9,1.10, and 1.11	RAB
02 Oct 2012	All	Complete revision; Added 1.4, 2.2, 4.5, 4.8, 4.10, 4.11, 4.13, 5.2 and 5.10	DJG
22NOV12	APP C	Removed all references to GSA	Pam M
18 Jul 14	All	Complete revision	Kate Oliver
12 Feb 15	Introduction	Specified that Agreement refers to Phase I only.	Amy Byers
2 Mar 15	All	Modified language	CW/AB
30 July 18	5.0	Added 5.2, language prohibiting Kaspersky Lab items	Richard Campagna
01 Nov 18	5.0	Added 5.1, language prohibiting the use of NSNs in commercial item data fields	Richard Campagna

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Business Rules and Agreement to Sell on FEDMALL

1.0 Introduction

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, from 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The Government reserves the right to rescind this agreement at a time of its choosing or when it needs to be superseded owing to updates in business procedures.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 vendor is bound by the following:

2.0 Requirements

- 2.1 The supplier shall hold an active registration in the System for Award Management (SAM).
- 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 Supplier warrants and affirms it will notify FEDMALL of any changes to business status as it pertains to SAM or FEDMALL.
- 2.5 Suppliers must have a Long Term Agreement or Blanket Purchase Agreement Federal Government contract for items or services in a catalog
- 2.6 All contracts hosted on FEDMALL must be posted on the DoD Electronic Document Access (EDA) and the Federal Procurement Data System-Next Generation (FPDS-NG) by the supplier's Government Contracting Officer

3.0 Customer Complaints

3.1 The vendor agrees that customer complaints will be evaluated by the FEDMALL office. If a customer complaint is validated, the supplier will receive a formal notice, potentially requiring corrective action. The vendor agrees to provide a remediation plan in such cases.

3.2 A validated customer complaint will be maintained for a period of 180 days.

4.0 Indecent Content

4.1 The vendor agrees and affirms it ascribes 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 office. Suppliers will be subjected to immediate removal from FEDMALL for listing indecent content or related material on the FEDMALL website. FEDMALL reserves the right to remove any item in a supplier's catalog for any reason, including this restriction.

5.0 Catalogs

5.1 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.

5.2 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.

5.3 The vendor 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.

5.4 FEDMALL is intended for the use of commercial items only as defined in FAR Subpart 2.1 – Definitions, "Commercial item"). Other exclusions include:

- Items requiring government source inspection
- Surplus items
- Ammunition
- Tires (TACOM managed)
- DLA Stocked NSNs, if known to the supplier

5.5 The vendor agrees to ensure that their catalog contains accurate shipping Days-After-Receipt of Order (ARO).

5.6 Vendors are responsible for maintaining their catalog on FEDMALL to ensure accurate prices, part numbers, classifications, pictures, and product descriptions.

5.7 Suppliers must be an Authorized Distributor or an Authorized Reseller for catalog items. Suppliers are required to provide documentation from the Original Equipment Manufacturer (OEM) confirming this authorization.

5.8 The vendor agrees items not be listed multiple times. ONE catalog listing shall be posted per product.

5.9 The vendor agrees and warrants accurate representation for listed items, Original Equipment Manufacturer (OEM) listed is accurate, the "Product Description" is not misleading, and that the OEM part number is listed the same as the manufacturer. If a product is remanufactured, it needs to be labeled and identified as "remanufactured" or "refurbished" in the "Part Name" data element in the catalog and on the item.

5.10 By accepting this agreement, the Vendor acknowledges that failure to comply with the provisions of the agreement will face sanctions not limited to, but including removal from FEDMALL without recourse, at the discretion of the Government.

6.0 Order Fulfillment

6.1 The vendor will notify the customer with an email confirmation of order shipment within one business day of the order being placed.

6.2 The vendor will notify the customer of a backorder via email within one business day. The customer must have the option to cancel an order if the order cannot be filled within the quoted delivery time.

6.3 The vendor agrees that restocking fees shall not be charged on items that are shipped back to the supplier due to supplier error.

6.4 Prices displayed to customers for items in FEDMALL will be the same price charged to the customer's Purchase Card (FOB Destination).

6.5 The vendor agrees that Charges to GPCs will not be processed until 100% of the order has been shipped.

6.6 The vendor agrees that product substitutions are not allowed unless specifically authorized in writing.

6.7 Items shipped must include a detailed invoice or packing slip with FEDMALL prices listed.

6.8 It is the supplier's responsibility to be informed of the Federal Acquisition Regulations and the Defense Federal Acquisition Regulations regarding Government acquisitions. In particular the supplier should take special note of the following if selling to the Department of Defense.:

- TAuthorization Acts, Appropriations Acts, and Other Statutory Restrictions on Foreign Acquisition (see DFARS 225.70) including the “Berry Amendment” (see DFARS 225.7002-1, as implemented by 10 U.S.C. 2533a; see also DFARS 252.225-7012 and DFARS 252.225-7015)
- Buy American Act (see DFARS 252.225-7007), and Trade agreements Act (see DFARS 252.225-7021)

7.0 Unsolicited Customer Contact

7.1 Suppliers shall not harvest or retain FEDMALL customer contact information from the FEDMALL site.

7.2 The vendor agrees it shall not:

- Distribute customer contact information using any method of distribution to any entity without explicit prior written consent of individual users and the FEDMALL System Management Office.
- Solicit FEDMALL customers at any time via telephone, email, US Mail, or other method
- Sell or distribute any past, current or future FEDMALL customer lists, card numbers, phone numbers, or any personally identifiable information, to any third party.

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