

Letter of Supply Template

Instructions:

Background -

This Letter of Supply template is provided as referenced in solicitation provision SCP-FSS-001 *Instructions Applicable to All Offerors*. If the vendor is not the manufacturer of the products being offered, the vendor may only offer products it is authorized to distribute, either by the manufacturer itself, or as otherwise authorized pursuant to wholesaler agreements or other policies establishing the vendor's authority to distribute offered products.

GSA's Verified Products Portal (VPP) captures supplier authorization information directly from participating manufacturers and their authorized partners. The VPP enables automated verification and enforcement of supplier authorization, and reduces the burden on vendors to provide individual Letters of Supply. If a vendor's applicable manufacturer (or their authorized partner) participates in the VPP, a Letter of Supply is not required. Please refer to the instructions in SCP-FSS-001 for additional information.

General Instructions -

The template below must be completed and submitted as the first pages of the Letter of Supply. Suppliers may provide additional information on subsequent pages as long as the language doesn't conflict with the template.

Instructional language is bracketed in *[blue]* throughout the template. Make sure to insert the correct company names wherever *[Vendor]* and *[Supplier]* appear throughout the Letter of Supply, along with all other requested information.

For purposes of this template -

- **"Vendor"** refers to either the offeror (a vendor submitting a new offer) or the contractor (a vendor already awarded an MAS contract).
- **"Supplier"** refers to the manufacturer, wholesaler, or otherwise authorized partner/distributor of an offered product.

The Letter of Supply must be on supplier company letterhead, and the supplier signature must be dated within 12 months of vendor submission to GSA. For both the vendor and the supplier, the Letter of Supply must be signed by company officials authorized to make the commitment.

All Letters of Supply must specify the **Brand or Manufacturer of Supplied Products**. Individual products should not be listed, unless the supplier is limiting its agreement to specific products rather than an overall brand or manufacturer.

In the first paragraph of the letter, vendors are to select the template language that applies, depending on whether the Letter of Supply is in reference to a new offer (“the offer that *[Vendor]* submitted in response to General Services Administration’s Multiple Award Schedule (MAS) Solicitation Number 47QSMD20R0001”) or an existing contract (“*[Vendor]* Multiple Award Schedule (MAS) Contract Number *[Contract Number]*”). The vendor is responsible for forwarding this template to its supplier(s) for completion and signature.

See page 6 for **Specific Category and Offering Requirements**, and mark each applicable requirement with an “X” to incorporate it into the Letter of Supply. Applicability is as follows:

- **Furniture and Furnishings** requirements are applicable only to Packaged Furniture and Packaged Fitness Center offerings under this category.
- **Information Technology** requirements are applicable to all product offerings under this category.
- **Office Management** requirements are applicable only to ink and toner products offered under this category.

LETTER OF SUPPLY

SIGNATURES: This Letter of Supply is submitted by -

Supplier Signature: _____
[Printed Name] _____ *Date* _____
[Title]
[Supplier]

Vendor Signature: _____
[Printed Name] _____ *Date* _____
[Title]
[Vendor]

Supplier Dun & Bradstreet Number (DUNS): *[DUNS]*

Brand or Manufacturer of Supplied Products: *[Brand/Manufacturer]*

[Vendor Name]
[Vendor Point of Contact]
[Vendor Address]

Re: Letter of Supply

Dear *[Vendor Point of Contact]*,

This Letter of Supply is in reference to ***[Select one:*** the offer that *[Vendor]* submitted in response to General Services Administration's Multiple Award Schedule (MAS) Solicitation Number 47QSMD20R0001 ****OR**** *[Vendor]* Multiple Award Schedule (MAS) Contract Number *[Contract Number]*.

LETTER OF SUPPLY: *[Supplier]* agrees that it will supply *[Vendor]* with sufficient quantities of the offered products to meet the Federal Government's needs for the duration of the MAS contract period and any extensions thereof, provided that *[Vendor]* remains in good standing with *[Supplier]* and that *[Supplier]* is permitted to sell such products to *[Vendor]* under *[Supplier]*'s agreements with its vendors.

[Vendor] is responsible for maintaining a current Letter of Supply with [Supplier] for the duration of the MAS contract period and any extensions thereof, either directly with the manufacturer or through an authorized partner.

COMMERCIAL PRODUCT CERTIFICATION: [Supplier] certifies that all offered products are newly manufactured¹ and meet the Federal Acquisition Regulation (FAR) 2.101 definition of “commercial item.”

TRADE AGREEMENTS CERTIFICATE: [Supplier] understands that all products offered on [Vendor]’s MAS contract must be compliant with the Trade Agreements Act (TAA) (19 U.S.C. § 2501, et seq.) and FAR clause 52.225-5 *Trade Agreements*. Further, while [Supplier] understands that responsibility for TAA compliance and Country Of Origin accuracy resides with [Vendor], [Supplier] agrees to work and cooperate with [Vendor] to support [Vendor]’s TAA compliance for products offered on its MAS contract and to provide Country of Origin information.

PROHIBITED PRODUCTS AND SERVICES: [Supplier] understands that all products offered on [Vendor]’s MAS contract must be compliant with FAR clauses 52.204-23 *Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities* and 52.204-25 *Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment*. Further, while [Supplier] understands that responsibility for ensuring the exclusion of covered articles and covered telecommunication equipment and services resides with [Vendor], [Supplier] agrees to provide timely, complete, and accurate information to [Vendor] so that non-compliant products are not offered on [Vendor]’s MAS contract.

COMPREHENSIVE PROCUREMENT GUIDELINE (CPG) PROGRAM AND ENVIRONMENTAL ATTRIBUTES: [Supplier] understands that if it certifies to [Vendor] that an offered product meets or exceeds the minimum content levels established under the CPG program² then, in order for [Vendor] to display the appropriate environmental attributes for the product, [Vendor] must retain proof in the form of a copy of the certification from the manufacturer, a copy of the environmental organization’s certification, or be able to obtain such proof from [Supplier] on request. A document showing the percentage of the recovered materials and/or post-consumer materials in the offered product must also be retained by [Vendor] or be available from

¹ Not applicable to SInS designated as “Remanufactured”; see category attachments for additional information.

² The Environmental Protection Agency (EPA) maintains a list of EPA-designated products in their Comprehensive Procurement Guidelines (CPGs) 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 (40 CFR part 247 and EO 13834: Efficient Federal Operations). Visit the [CPG website](#) to view the current list of products that must comply with CPGs. Also, CPG supporting documents and background information (such as RMANs) can be found [here](#).

[Supplier] to [Vendor] upon request. Accordingly, [Vendor] and [Supplier] will mutually agree on a process to facilitate [Vendor]'s compliance with CPG program obligations under the MAS contract.

Further, [Supplier] understands that [Vendor] is required to identify products with certain environmental attributes in its offer and MAS contract. This includes products that:

- Meet or exceed the recommended recovered and post-consumer material content levels for products designated under the Environmental Protection Agency's (EPA) [CPG program](#);
- Are energy-efficient, meaning the product -
 1. Meets Department of Energy (DOE) and EPA criteria for use of the [ENERGY STAR®](#) trademark label, or
 2. Is in the upper 25 percent of efficiency for all similar products as designated by DOE's [Federal Energy Management Program](#);
- Are water-efficient (e.g., WaterSense certified products);
- Are remanufactured; or
- Have other environmental attributes³.

[Vendor], in identifying a product with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260, Guides for the Use of Environmental Marketing Claims). The government will accept a vendor's claim of a product's environmental attribute on the basis of -

1. Participation in a federal agency-sponsored program (e.g., the ENERGY STAR® product labeling program);
2. Verification by an independent organization that specializes in certifying such claims; or
3. Possession of competent and reliable evidence⁴.

³ Other environmental attributes refer to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Vendors are required to identify United States Department of Agriculture (USDA) biobased or BioPreferred products; Electronic Product Environmental Assessment Tool (EPEAT) registered products; low Volatile Organic Compound (VOC) products; Safer Choice labeled products; products that contain Significant New Alternative Policy (SNAP) chemicals or other alternatives to ozone-depleting substances and high global warming potential hydrofluorocarbons; and products that meet or exceed specifications, standards, or labels recommended by EPA through the Environmentally Preferable Purchasing Program. Visit the [GSA Vendor Support Center](#) for more information.

⁴ For any test, analysis, research, study, or other evidence to be "competent and reliable," it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

[Vendor] must retain proof in the form of a copy of the certification from the manufacturer, a copy of the environmental organization's certification, or be able to obtain such proof from [Supplier] on request. [Supplier] understands that if no proof of the environmental attributes identified being claimed is provided, the [Vendor] will not be allowed to display the applicable environmental attribute icon in GSA Advantage!. Accordingly, [Vendor] and [Supplier] will mutually agree on a process to facilitate [Vendor]'s compliance with these obligations under the MAS contract.

SPECIFIC CATEGORY AND OFFERING REQUIREMENTS: The specific category and offering requirements marked with an "X" below are hereby incorporated into to this Letter of Supply:

_____ 1. **FURNITURE AND FURNISHINGS CATEGORY - Packaged Furniture and Packaged Fitness Center:** [Vendor] understands that the products being supplied by [Vendor] are those accepted under the [Supplier]'s MAS contract. These products will be supplied at [Supplier]'s current MAS contract price.

_____ 2. **INFORMATION TECHNOLOGY CATEGORY - All Products:** [Vendor] understands that used and refurbished products are prohibited for all products offered under the Information Technology category.

_____ 3. **OFFICE MANAGEMENT CATEGORY - Ink and Toner Products:** [Supplier] will provide Country of Origin information or otherwise make the information available to [Vendor] and will update such information and make it available to [Vendor] on a quarterly basis. Country of Origin and TAA information provided by [Supplier] is based on information provided by product manufacturers and other third parties.

[Vendor] understands that this Letter of Supply is not transferable to any partner, Authorized Participating Dealer (APD), subcontractor, or teamed organization.

[Vendor] understands that:

- A. Manufacturers listed on the [Business Solutions Association \(BSA\)](#) website are part of the Dealer Authorization Program.
- B. [Vendor] must be authorized by the above-listed manufacturers to offer those manufacturers' imaging supplies (ink or toner cartridges) on its MAS contract.

- C. *[Vendor]*'s Dealer Authorization status may change at any time, and any such changes may be reported by the manufacturer directly to GSA. Should the manufacturer deem *[Vendor]* as no longer meeting the Original Equipment Manufacturer's (OEM's) authorization/partner program and/or policy requirements, *[Vendor]*'s authorization to resell said product will cease immediately, and *[Vendor]* must take action to remove those products from its MAS contract and GSA Advantage! listing within 48 hours. *[Vendor]* may contact the manufacturer directly for information regarding its Dealer Authorization status.

- D. A roster of wholesale agents and dealers segregated by manufacturer can be found on the BSA website. *[Vendor]* may also inquire with the manufacturer for information regarding its authorization status.