

STATEMENT OF WORK
BLANKET PURCHASE AGREEMENT FOR OFFICE SUPPLIES
WITH EMPHASIS ON EPP AND JWOD PRODUCTS

A. Background

The U.S. Environmental Protection Agency (EPA) will enter into a Blanket Purchase Agreement (BPA) for two-day delivery of office supplies to approximately 2000 Purchase Card Holders within approximately 70 EPA facilities located in the 48 contiguous United States. A BPA issued pursuant to this Statement of Work (SOW) will provide EPA personnel with a source for use as the mandatory first option for satisfying the majority of the EPA's office supply requirements, and will place special emphasis on providing EPA users with EPP and JWOD office products. For the purpose of this BPA, "EPP" or "Environmentally Preferable Products" is defined in Executive Order 13101 as "...products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose..." See Attachment 2 for the EPA EPP criteria for products purchased under this system.

The vendor, hereafter referred to as "the contractor", selected for a BPA shall be a current holder of a General Services Administration Federal Supply Schedule (GSA/FSS) 75 II A, Office Supplies Products and Equipment.

B. Specific Requirements

1. The contractor shall fully comply with all specifications, clauses and terms and conditions in the contractor's GSA/FSS 75 II A, and the specific terms and conditions contained in this BPA. This BPA shall include all general office supplies offered under Special Item Number (SIN) 75 200 only. Office Services under SIN 75 210 will not be ordered via this BPA. New or improved office products offered under SIN 7599, New Products/Technology, may be ordered at the discretion of the EPA. Users will not purchase business machines and computers, computer software, or office furniture using this BPA.
2. The contractor shall fill all orders placed before 2:00 p.m. within two business days. The contractor shall also provide the option of next day delivery. The contractor shall acknowledge all orders via facsimile, telephone, or electronically. If an item is not available for delivery, the contractor shall notify the EPA cardholder prior to delivery of the other items, and give the user the option to cancel the order or place the item on back order.
3. The contractor shall ensure that all costs for performing under this BPA, including desktop delivery, payment by purchase card, reporting, and any other deliverables or requirements set

forth in this BPA, are included in the prices for the supplies ordered. The 1% Industrial Funding Fee required by GSA and shipping costs are to be included in the prices for supplies. Unless specifically authorized in the BPA, EPA will not be responsible for paying for any costs or prices other than those for the supplies ordered, received and accepted by EPA. The contractor shall not bill EPA for any items on back order until such items are shipped.

4. The contractor shall retain the order history of all cardholders as a means to assist them with repeat orders of the same products. The online ordering system must offer users the option of viewing their previous purchases, and a shortcut process to place repeat orders for the same items.

5. The contractor shall provide all reports electronically, and/or in paper form, as directed in writing by the Project Officer(s), in accordance with the schedule identified in Section H, Deliverables.

6. The contractor shall offer cardholders the option of delivery to their established location or another approved address to be specified at the time the order is placed. Attachment 3 to this SOW is a listing of approximately 70 EPA order point locations to which the contractor may be required to make delivery. Personnel employed by the contractor to perform deliveries must be able to obtain access to the required EPA facilities.

7. The contractor shall implement a toner cartridge and battery recycling program at all delivery locations. The contractor shall collect used toner cartridges and batteries and ensure that the used items are delivered to an appropriate entity for recycling. The contractor shall publicize and promote the recycling procedures to EPA users through the ordering system and other means.

8. The contractor shall provide an electronic catalog and ordering system accessible via the Internet that provides the following on-line capabilities:

- a. Ordering by authorized EPA cardholders;
- b. Status review of all orders placed within the last 90 days, including:
 - Order Number
 - Date the order was submitted
 - Date of shipment in response to the order
 - Total amount of order
 - Line-item detail for each order
 - Return status
- c. Immediate order verification and product availability;
- d. Suggested substitutions for unavailable items;
- e. Special identification and designation of those items which meet EPP criteria, NIB/NISH and Unicor;
- f. Cancellation of items due to non-availability upon request of cardholder; and
- g. Viewing capacity for those that are not authorized EPA Purchase Card Holders.

9. The contractor shall provide EPA Project Officer(s) with electronic access to cardholders' information to submit approved cardholder add, change, and delete cardholder information or order point locations.

10. JWOD(NIB/NISH) and Unicor items - the contractor shall provide all items produced by NIB, NISH and Unicor vendors that fall under GSA Supply Schedule 75 II A. To ensure compliance with statutory and regulatory requirements, the contractor shall ensure the ordering system is designed to easily identify such items on the system

11. Environmentally Preferable Products (EPP) - similarly, the contractor shall provide an extensive selection of EPP or "green" products, which meet the Environmentally Preferable Product (EPP) Criteria list contained in Attachment 2. The contractor shall ensure that all products offered on this system meet the appropriate EPP Criteria attached. The contractor shall continue to work with EPA to identify new EPP products as they become available, detailing these efforts, and actively market those products to EPA cardholder personnel on the ordering system. The contractor shall offer on the system a minimum of 100 new EPP products each year of the BPA, which will count toward the Award Term Incentive Option Goal for new EPP products. The contractor shall adapt the on-line ordering catalogue to promote EPA's efforts to utilize EPP office supplies. The system must not show any items that are not available to EPA users, it must not offer specifically non-EPP items when EPP items are available.

12. The contractor shall offer only recycled/remanufactured toner cartridges on the system, unless a recycled cartridge does not exist for a particular cartridge model. All toner cartridges offered on the system must be supplied by small businesses. Recycled/remanufactured toner cartridge sales shall count toward the Small Business Supplied Goal on which the Award Term Incentive is based, in part.

13. The contractor shall provide a customized, hard copy, EPA catalog at the beginning of each option year. The catalog will contain EPA specific ordering instructions and shall have a cover designed to be visually distinct from the contractor's commercial or open market catalog. The contractor shall clearly identify JWOD (NIB/NISH), UNICOR (Federal Prison Industries), and EPP products within the catalog. The catalog must identify those items offered to EPA users, and clearly indicate which items are not available to EPA users under this system. The contractor shall update pricing in the EPA catalog no less than twice a year. The first issuance will be at the beginning of each Option Year of the contract.

14. The contractor shall develop and implement an on-line training module demonstrates the online ordering system and procedures to EPA cardholder personnel. The training module must be in place within 45 calendar days after BPA award. At a minimum, the contractor's training program shall cover, but is not limited to, the following areas:

- a. Instructions and specific details on how the contractor's ordering system works;
- b. A description of how to read the contractor's packing slip;

- c. An explanation of the procedures for returning items;
- d. An explanation of the procedures for recycling toner cartridges and batteries
- e. Procedures for the handling of situations when items are reflected on the packing slip, but not delivered; and
- f. A full description of the contractor's problem resolution process which incorporates the established EPA Disputes Process detailed in Attachment 7;
- g. A full description of the customer service line.

15. All payments for purchases under this BPA will be made by the EPA cardholders using a Government Purchase Card. The contractor shall provide all EPA cardholders in all EPA locations with uniform service, in terms of pricing, catalog, products, product codes and service levels. The contractor shall provide the purchase card vendor with sufficient information to enable third-level billing. For the purposes of this BPA, level three billing includes, at a minimum, specific order information which will allow the purchase card holder to reconcile the purchase card statements with the orders placed. Such information shall include the order reference number, a description of the supplies ordered and the date ordered.

16. The contractor shall package supply orders separately for each order placed by a cardholder, and label packages with specific addresses and room numbers or drop points. The contractor shall ensure printed material provided to the cardholders (labels, packing slips, etc.) are uniform regardless of location.

17. The contractor shall maintain a toll free customer service and help desk telephone line during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. The hours of operation shall be those of the location of the servicing area of the contractor. The customer service telephone line is not required on the following Federal holidays:

- New Years Day
- Birthday of Martin Luther King, Jr.
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

18. Survey - The contractor shall work with the Project Officers to develop Customer Satisfaction Survey questions, and distribute the survey to all cardholders that have placed orders under the BPA on the following schedule:

Three months after award

Six months after award
At the end of each contract period (base and options)

The contractor shall ensure that the Project Officers have access to the raw survey data. Additionally, the contractor shall compile the results of the surveys and provide to them to the EPA Project Officers. The online ordering system shall also identify an e-mail address where users can submit comments regarding the online ordering system or products at any time. The contractor shall forward all e-mail comments directly to the EPA Project Officers.

19. Database of EPA Purchase Card Holders and Order Point Locations - Upon award of a BPA, EPA will provide the contractor with a cardholder database with organizational information, and a list of EPA cardholder locations. The contractor shall maintain the cardholder database and order point locations, at on a quarterly basis at minimum, to reflect changes in EPA cardholder personnel and delivery locations. The database shall be maintained in a version or release of Lotus 123, or other software deemed acceptable, in writing, by the EPA Project Officer. The database is a deliverable under the BPA, and shall be developed and maintained by the contractor as property of the Government. An electronic copy of the database shall be provided to the Project Officer(s) in accordance with the schedule of deliverables as set forth below.

C. Blanket Purchase Agreement (BPA) Estimated Amounts and Period of Performance

1. Estimated BPA Amounts - EPA estimates, but does not guarantee, that the volume of purchases through this agreement may be \$5,000,000 per year. EPA is obligated only to the extent of authorized purchases actually made under the BPA issued pursuant to this Statement of Work.

2. Period of Performance - The anticipated period of performance is stated below. The period of performance of a BPA issued pursuant to this Statement of Work cannot exceed the period of performance of the contractor's GSA Federal Supply Schedule. Thus, the BPA will expire upon the expiration of the GSA Federal Supply Schedule against which the BPA is written, or at the expiration of the Period of Performance, whichever comes first.

Base Year	Award Date - Award Date + 12 months
Option Year 1	Award Date + 12 Months - Award Date + 24 Months
Option Year 2	Award Date + 24 Months - Award Date + 36 Months
Option Year 3	Award Date + 36 Months - Award Date + 48 Months
Option Year 4	Award Date + 48 Months - Award Date + 60 Months
Incentive Award Term Option 1	Award Date + 60 Months - Award Date + 63 Months
Incentive Award Term Option 2	Award Date + 63 Months - Award Date + 66 Months
Incentive Award Term Option 3	Award Date + 66 Months - Award Date + 69 Months

Incentive Award Term Option 4

Award Date + 69 Months - Award Date + 72 Months

Incentive Award Term Option 5

Award Date + 72 Months - Award Date + 75 Months

3. AWARD TERM INCENTIVE OPTION

(a) *General.* Achieving the requisite acceptable quality level(s) (AQL) as described in the clause entitled “Award Term Incentive Option Plan” does not entitle the contractor to the exercise of an award term incentive option period described in Period of Performance. Rather, achieving the requisite AQL(s) only permits the Contracting Officer to consider exercising such an award term incentive option period. Accordingly, if the contractor fails to achieve an AQL, the Contracting Officer may not consider exercising the associated award term incentive option period. Before exercising any award term incentive option period, the Contracting Officer must make the determinations set forth under 17.207(c) of the Federal Acquisition Regulation.

(b) *Period of performance.* Provided the contractor has achieved the AQL(s) set forth in the clause “Award Term Incentive Option Plan,” the Contracting Officer may consider extending the contract by exercising five (5) additional award term option period(s) of three (3) months each. The total maximum period of performance under this contract, if the Government exercises all option periods and all award term incentive option periods is seventy-five (75) months.

(c) *Cancellation of the award term incentive option.* (1) The Government has the unilateral right to cancel award term incentive option periods and the award term incentive option plan for such periods in this contract if -

(i) The Government no longer has a need or the funds for the award term option period;
or

(ii) The contractor has failed to achieve the AQLs for an evaluation period, or the Contracting Officer has failed to exercise an award term incentive option period, regardless of whether the contractor’s performance permitted the Contracting Officer to consider exercising the award term incentive option period.

(2) When an award term incentive option period is cancelled, any-

(i) Prior award term incentive option periods for which the contractor remains otherwise eligible are unaffected.

(ii) Subsequent award term incentive option periods are thereby also cancelled.

(d) Cancellation of an award term incentive option period that has not yet commenced for any of the reasons set forth in paragraph (c) of this clause shall not be considered either a termination of convenience or termination for default, and shall not entitle the contractor to any termination settlement or any other compensation. If the award term incentive option is cancelled, a unilateral modification will cite this clause as the authority.

(e) *Award term incentive option administration.* The award term incentive option evaluation(s) will be completed in accordance with the schedule in the Award Term Incentive

Option Plan. The contractor will be notified of the results and their eligibility to be considered for the respective award term incentive option no later than 30 days after the evaluation.

(f) *Review process.* The contractor may request a review of an award term incentive option evaluation which has resulted in the contractor being ineligible for the award term incentive option. The request shall be submitted in writing to the Contracting Officer within 15 days after notification of the evaluation.

(g) *Notice of intent to exercise award term incentive option.* The contractor will be notified of the Government's intent to exercise an award term option in accordance within 30 days after receipt of the yearly reports on Award Term Incentive Goals.

AWARD TERM INCENTIVE OPTION PLAN

(a) The award term incentive option plan provides for the evaluation of performance, and serves as the basis for decisions on whether the exercise of an award term option period may be considered by the Contracting Officer. The award term incentive option plan may be bilaterally revised at least sixty (60) days prior to the commencement of any award term option evaluation period. Any changes to the award term incentive option plan will be made in writing and incorporated into the contract through a bilateral modification citing this clause.

(b) At the end of each base and option period, within 30 days of receipt of the monthly reports, the Contracting Officer will determine if the contractor met the incentive goals for that period. The contractor must meet both goals during the appropriate period in order to receive each three month extension.

Small Business Supplied Goal per year
(Expressed as a percentage of all purchase dollars): _____
Offering of New EPP Items per year
(New EPP items offered on system): _____

For each period that the contractors meets BOTH goals, the period of performance will be extended by an additional three months (maximum fifteen months). No extension will be awarded if the contractor meets only one of the two goals for that year.

D. Ordering Procedures

1. All purchases made under this BPA will be made by the use of Government Purchase Cards by authorized cardholders. The preferred method for ordering under this contract shall be electronic. The contractor shall, therefore, establish an electronic ordering procedure for orders placed under this BPA. Such a procedure shall include a secure Internet site, receipt of orders, and other processes such as a direct dial-in connection to the contractor's system. The contractor shall also provide a means by which cardholders can place orders by facsimile and telephone.

2. The contractor shall provide a pre-printed form to cardholders for their use in preparing

facsimile orders. Cardholders will place telephone orders only in emergency situations. The contractor shall confirm all telephone orders via facsimile or the EPA person placing the order will transmit the order by facsimile as a confirmation of the telephone order. The contractor shall assign a control number to all facsimile and telephone orders, and confirm all facsimile and telephone orders, by return facsimile to the person placing the order.

3. Authority to Place Orders - All orders placed with the contractor under this BPA must be accompanied by an EPA purchase card account number. EPA will provide the initial database of Purchase Card Holders. The contractor shall maintain a current and accurate listing of the Purchase Card Holders, and provide a copy of the order point database to the EPA Project Officer, and provide quarterly updates to the database. These cardholders have been granted the authority to place orders and commit Government funds to the maximum dollar authority granted to the Purchase Card. The contractor shall ensure proper electronic authorization is received for each Purchase Card Order before filling the order.

E. Delivery Requirements

1. The contractor shall deliver all supplies ordered under this BPA to the desktop location specified with the order. All deliveries shall be performed by personnel with the requisite access/clearance for the specified EPA facility.

2. The contractor shall fill all orders placed under this BPA, including orders containing NIB/NISH, Unicor and EPP items, within two days for standard orders, or the next day, as requested at the time the order is placed. If an item is not available for immediate delivery, the contractor will inform the cardholder and offer to cancel the order, or place the item on backorder status.

3. Delivery of all items under this contract shall be Free On Board (FOB) Destination for standard two day delivery, and shall be shipped with all transportation costs included in the cost of the item, unless otherwise established at the time the order is placed.

4. Packing Slip - The contractor shall include a delivery ticket or packing slip with each order placed under this BPA and provide it with the order. The contractor shall ensure the delivery ticket or packing slip contains the following information:

- Name of Supplier
- BPA Order Number
- Order Number
- Date of purchase (order) and the name of the cardholder or customer number placing the order
- Itemized list of supplies furnished, including total cost of the order
- Quantity, unit price, and extension of each item
- Date of delivery of shipment

5. The printed name and signature of the EPA employee receiving the supplies and two copies of the signed Packing Slip shall be given to the person receiving the order and the original retained by the contractor.

F. Transaction Review and Disputes

1. All purchases made under this BPA will be made using the EPA Purchase Card. Therefore, the traditional invoicing requirements do not exist. The contractor shall utilize the alternative system on the EPA Intranet for purchase card reconciliation and cost allocation. This system was developed by EPA's Financial Services Division and is the Agency's recommended system for cardholders to review and allocate purchase card transactions. The contractor shall ensure that each purchase card transaction contains Level III data, which is required for cardholders to perform efficient reconciliation.

2. Cardholders will review all electronic transaction data for accuracy. If there is the need for a credit or debit, the cardholder will notify the Contractor's Customer Service Department immediately. The cardholder should attempt to resolve all product, delivery or quality discrepancies with the vendor and to obtain a credit when appropriate. The Contractor shall provide the cardholder with a tracking number for each transaction for further reference or follow up.

3. The contractor shall have 30 days or one billing cycle to make the correction. If the cardholder is unable to obtain a credit from the vendor within 30 days or one billing cycle, then the item should be formally disputed within 60 calendar days of the posted date on the account. Disputes procedures are contained in Attachment 7.

G. Contract Administration Data

1. Contracting Officer - The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this BPA, and notwithstanding any clauses contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the Contract price to cover any increase in cost incurred as a result thereof. The Contracting Officer for individual orders will be noted on the orders.

2. The Contracting Officer responsible for administration of this BPA is

Tiffany Schermerhorn
U.S. EPA, Mail Code 3803R
1200 Pennsylvania Ave., NW
Washington, DC 20460
Telephone: (202) 564-9902

Fax: (202) 565-2554
E-Mail: Schermerhorn.Tiffany@epa.gov

3. The Contract Specialist for administration of this BPA is:

Tiffany Schermerhorn
U.S. EPA, Mail Code 3803R
1200 Pennsylvania Ave., NW
Washington, DC 20460
Telephone: (202) _____
Fax: (202) _____
E-Mail: _____

4. The EPA Project Officer(s) will represent the Contracting Officer in the administration of technical details within the scope of this BPA. The Project Officer is also responsible for final inspection and acceptance of all reports, and such other responsibilities as may be specified in the BPA. The Project Officer is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The Project Officer does not have authority to alter the Contractor's obligations or to change the BPA specifications, pricing, terms or conditions. If, as a result of technical discussions, it is desirable to modify the BPA requirements or the Statement of Work, changes will be issued in writing and signed by the Contracting Officer.

5. The Project Officer assignment for this BPA may be changed at any time by the Government without prior notice to the Contractor. However, the Contractor will be notified of the change in writing. The Project Officer(s) for this BPA are:

Karen Lee
U.S. EPA/Mail Code 3802R
1200 Pennsylvania Ave., NW
Washington, DC 20460
(202) 564-4378
(202) 565-2553 - fax
Lee.Karen@epa.gov

Alternate:
Holly Elwood/Mail Code 7409M
1200 Pennsylvania Ave., NW
Washington, DC 20460
(202) 564-8854
(202) 564-8901 - fax
Elwood.Holly@epa.gov

H. Deliverables

1. The contractor shall submit all deliverables to EPA in accordance with the following schedule. Except for the Order Point Database, usage reports identified below shall be submitted electronically using Lotus or Wordperfect. The Order Point Database shall be submitted in Lotus.

<u>Deliverable Description</u>	<u>Due Date</u>	<u>Submit To</u>
Office Supplies	Within two business days to EPA locations within the 48 contiguous states	Address specified at time of order
Cardholder Database	Within two weeks of receipt of cardholder information From EPA, quarterly maintenance due on the fifth day after the end of the quarter	Project Officer
Reports:		
25 Most Commonly Purchased Items	Fifth business day after the end of each month	Project Officer
Value and Percentage of all purchases that are NIB, NISH & Unicor Items	Fifth business day after the end of each month	Project Officer
Value and Percentage of all purchases supplied by Small Businesses	Fifth business day after the end of each month and yearly on the fifth business day after the expiration of Base and Option Year	Project Officer & Contracting Officer
Value and Percentage of all Purchases that are EPP items	Fifth business day after the end of each month	Project Officer
Value and Percentage of all CPG items purchased	Fifth business day after the end of each month	Project Officer
Quarterly and Fiscal Year-to-Date Expenditures detailed by function,	Fifth business day after the end quarter, and/or	Project Officer

office, REFM and Business Units	fiscal year	
Quarterly Summary of expenditures by Order Point Number and Organization	Fifth business day after the end of the quarter	Project Officer
Quarterly Report of Activities to Identify, Promote and Offer new EPP items.	Fifth business day of each quarter	Project Officer & Contracting Officer
Number of new EPP items offered on system per year.	Fifth business day after End of Base or Option Period	Project Officer & Contracting Officer
Delivery Report (on time, late and back orders)	Fifth business day of each month	Project Officer
Quarterly report on toner cartridge and battery recycling activity	Fifth business day of quarter	Project Officer

I. Rehabilitation Act of 1973 and Rehabilitation Act Amendments of 1998, Section 508 Information Technology Accessibility Requirements - Electronic and information technology products, if any, including Web-based internet information and applications, provided under a BPA awarded pursuant to their SOW shall comply with the information technology accessibility standards required by Section 508 of the Rehabilitation standards required by the Rehabilitation Act Amendments of 1998.

(a) EPA has a legal obligation under the Rehabilitation Act of 1973, 29 U.S.C. 791, to provide reasonable accommodation to persons with disabilities who wish to attend EPA programs and activities. Under this contract, the contractor may be required to provide support in connection with EPA programs and activities, including conferences, symposia, workshops, meetings, etc. In such cases, the contractor shall, as applicable, include in its draft and final meeting announcements (or similar documents) the following notice:

It is EPA's policy to make reasonable accommodation to persons with disabilities wishing to participate in the agency's programs and activities, pursuant to the Rehabilitation Act of 1973, 29 U.S.C. 791. Any request for accommodation should be made to the specified registration contact for a particular program or activity, preferably one month in advance of the registration deadline, so that EPA will have sufficient time to process the request.

(b) Upon receipt of such a request for accommodation, the contractor shall immediately forward the request to the EPA contracting officer, and provide a copy to the appropriate EPA program

office. The contractor may be required to provide any accommodation that EPA may approve. However, in no instance shall the contractor proceed to provide an accommodation prior to receiving written authorization from the contracting officer.

(c) The contractor shall insert in each subcontract or consultant agreement placed hereunder provisions that shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the contracting officer.