**ORDER OF SUPPLIES OR SERVICES**

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

1. **DATE OF ORDER:** 06/05/2013
2. **ORDER NO.:** [Form field blank]
3. **ISSUING OFFICE (ADDRESS correspondence to):**
   CONSUMER PRODUCT SAFETY COMMISSION
   DIVISION OF FACILITIES SERVICES
   4330 EAST WEST HIGHWAY
   BETHESDA, MD 20814

7. **TO:**
   a. **NAME OF CONTRACTOR:** SERVICE MECHANICAL, INC.
   b. **COMPANY NAME:**
   c. **STREET ADDRESS:** 7607 FIRKANNING PLACE

9. **ACCOUNTING AND APPROPRIATION DATA**
   Indicated on call

12. **BUSINESS CLASSIFICATION**
   a. SMALL
   b. OTHER THAN SMALL
   c. DISADVANTAGED
   d. WOMEN-OWNED
   e. HUBZone
   f. SERVICE-DISABLED
   g. WOMEN-OWNED SMALL BUSINESS (WOSB)
   h. SDVOSB

13. **PLACE OF DELIVERY**
14. **GOVERNMENT BILL NO:**
15. **DELIVER TO:**
   a. **DATE:**
   b. **DISCOUNT TERMS:**

17. **SCHEDULE (See reverse for Rejections):**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES OR SERVICES</th>
<th>QUANTITY ORDERED</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>DUNE Number: THIS IS A BLANKET PURCHASE AGREEMENT (BPA), GEC-11-0003, WITH SERVICE MECHANICAL, INC AND THE CONSUMER PRODUCT SAFETY COMMISSION, FACILITIES DEPARTMENT TO PROVIDE PREVENTIVE MAINTENANCE AND REPAIR CONTINUED...</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

18. **SHIPPING POINT:**
19. **GROSS SHIPPING WEIGHT:**
20. **INVOICE NO:**
21. **MAIL INVOICE TO:**
   a. **NAME:** indicated on call
   b. **STREET ADDRESS:**
   c. **CITY:**
   d. **STATE:**
   e. **ZIP CODE:**

22. **UNITED STATES OF AMERICA BY (Signature):**

Authorized for local reproduction.
PREVIOUS EDITION NOT USEFUL.
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY ORDERED (c)</th>
<th>UNIT (d)</th>
<th>UNIT PRICE (e)</th>
<th>AMOUNT (f)</th>
<th>QUANTITY ACCEPTED (g)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>SERVICES OF DATA AIR GLYCOL SYSTEM, MODEL #DAGB-0834, SERIAL 32008-1317-E. ALL</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>SERVICES SHALL BE IN ACCORDANCE WITH THE ATTACHED TERMS AND CONDITIONS.</td>
<td></td>
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</tr>
</tbody>
</table>

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17H1): $0.00
4 June 2013

Service Mechanical Inc.,
Attn:

Subject: Acceptance Letter

(  ) Contract

(  ) Purchase Order

(X) Blanket Purchase Agreement  CPSC-B-13-0003

(  ) Interagency Agreement

(X) Attached is a copy of the Blanket Purchase Agreement indicated above. Sign and return this letter as acceptance of the agreement to the address listed below or email rmurray-johnson@cpsc.gov or fax your acceptance to (301) 504-0628. Upon your signature, the Contracting Officer will sign the agreement and return a copy for your records.

[Signature]

Name

Title

I, [Name], do hereby accept the enclosed Blanket Purchase Agreement (BPA), CPSC-B-13-0003 to provide Preventative Maintenance and Repair Services of Data Air Glycol Systems, Model DAGB-0834, Serial 32608-1317-E located at the Consumer Product Safety Commission, 4330 East-West Highway, Bethesda, Maryland 20814 as indicated in the attached agreement.

Sincerely,

[Signature]

Rudy M. Johnson
Contracting Officer
Division of Procurement Services

BLANKET PURCHASE AGREEMENT

BETWEEN

THE CONSUMER PRODUCT SAFETY COMMISSION (CPSC)

AND

SERVICE MECHANICAL, INC

1. DESCRIPTION OF SERVICES

A) The Consumer Products Safety Commission (CPSC) intends to enter into sole source Blanket Purchase Agreement (BPA) for Annual Preventative Maintenance, Emergency Repairs, and Full Inspection Service Agreement to support the Office of Facilities Services on the following equipment identified below:

Data Air Glycol System
Model DAGB-0834
Serial Number 2008-1317-E
Filters (3) 20X25X2 Pleated
Belts (2) A36
Refrigerant R22
460 Volts

NO FUNDS ARE OBLIGATED WITH THIS BLANKET AGREEMENT. FUNDS WILL BE OBLIGATED AT THE TIME THAT INDIVIDUAL BPA PURCHASE CALLS ARE PLACED BY AN AUTHORIZED PURCHASING OFFICIAL (APO) (SEE ATTACHMENT A) OR CONTRACTING OFFICER.

2. PERFORMANCE WORK STATEMENT:

A) The contractor shall act independently and not as an agent of the Government, the contractor shall furnish all necessary personnel, supplies and equipment to perform the work set forth below:

B) The contractor shall regularly and systematically inspect the equipment four (4) full inspections per year and one (1) time every three (3) months.

C) The contractor shall provide trained men directly employed or by your firm. The contractor shall make recommendations for upgrades to the systems as they become available, to improve energy efficiency.
D) The contractor shall include preventative maintenance services as required and the contractor shall maintain optimum operation and energy efficiency to include the following:

- A/C systems and controls listed above.
- Inspections of all the equipment listed, by Service Mechanical Service mechanics.
- Install air filters four (4) times per year.
- Lubricate all moving parts. (Including bearings)
- Check and adjust safety and operating controls.
- Check the system for refrigerant leaks.
- Chemically clean condenser coils one (1) time per year.
- Check and adjust all moving parts.
- Check and adjust belts.
- Replace belts one (1) time per year.
- Check refrigerant levels
- Check the crankcase heaters for proper operation.
- Notify the owner/owner's representative of any manufacturer's modifications as they become available for purchase, to update or protect listed equipment.
- Report any uncorrected deficiencies to the proper authorities.

E) The contractor shall provide repair services for air conditioning and mechanical systems to included but not limited to the items listed below:

- Humidifier bottles
- Pressure vessels and non-moving parts, such as coolers condensers, and tubes
- Fuses or circuit breakers, starters or disconnect switches
- Relays contractors and switches
- Motors
- Piping, Duct work
- Evaporator Cleaning
- Compressors
• Refrigerant
• All parts and components necessary for completely operational system

F) The contractor shall include all necessary sundry supplies and the work shall be completed in accordance with all applicable code and regulations.

G) The following items are not included in this agreement

• Service call above the rates stated in paragraph
• Humidifier pans, infrared heaters or bottles
• Pressure vessels and non-moving parts, such as coolers condensers, tubes
• Fuses or circuit breakers, starters or disconnect switches or pneumatic piping
• The replacement of any piece of equipment that in the opinion of the Services mechanical has become too old, or to deteriorated to repair, or if the units parts have become unavailable
• Repairs to equipment damage by freezing weather, floods, lightening fire labor troubles, riots or civil commotion of any kind
• Piping, Duct work
• Evaporator cleaning
• Water treatment services
• Parts, Materials supplies subcontracted services or repair labor
• Disposal fees for used oil or refrigerator or hazardous waste.
• Repairs necessitated by failures or outages by utility companies, damage due to electrolytic action, improper operation, vibration or corrosion, or any other causes beyond our control, except normal wear and tear.
• Compressor Replacement
• Any parts replacement needed (other than bearings)
• Refrigerant

3. PERIOD OF PERFORMANCE:

This blanket purchase agreement (BPA) is effective 10 June 2013 until cancelled in writing by the Consumer Product Safety Commission Division of Procurement Services. BPA's may be cancelled for the following reasons:

1. Low utilization.
2. Non-adherence to the terms and conditions of the BPA by the contractor.
3. Request by the contractor that the BPA be cancelled.
4. Unacceptable contractor performance (e.g. not meeting delivery dates, not performing services as requested.
5. The CPSC reserves the right to unilaterally cancel the BPA at any time.
4. PRICING:

A) The contractor shall provide all repairs or perform any additional work as the
government may authorize.

B) The contractor shall provide repair labor; service calls and emergency service labor
shall be billed at the following rates:

Straight time: $110.00 per hour 7:00 am to 3:30 p.m. Monday through Friday
Over time: $165.00 per hour 3:30 p.m. to 7:00 am Monday through Friday,
Holidays: $220.00 per hour.

C) The contractor shall provide inspection labor for $1,800.00 per year (billed annually)

5. PROCEDURES:

A) Individual purchases made against this agreement shall be based on a firm fixed
price. The contractor shall not proceed until CPSC has issued a BPA purchase call at a
firm fixed price for a particular project.

B) All maintenance work is to be done during our regular office hours of 7:00 am to
3:30 pm any work requested beyond these hours will be billed at our overtime rate.

6. EXTENT OF OBLIGATION:

The Government is obligated only to the extent of purchases actually made against this
agreement by APOs or Contracting Officers.

7. PURCHASE LIMITATION

A) The dollar limitation for each individual purchase call under this BPA is
$100,000.00 and can only be made by the personnel identified in Attachment A of this
agreement.

B) Individual BPA calls made against this agreement shall be based on a firm-fixed
price.

8. PRICING: The prices quoted and charged to the Government shall be as low as or
lower than those charged by the Contractor by their most favored customer for
comparable services under similar terms and conditions. The Government shall be
allowed any additional discounts for prompt payment. The Contractor must verify that
price is fair and reasonable to CPSC and GSA upon request.

9. DISCOUNTS. Discounts for this BPA will be incorporated at time of award.
Individual customers may request and negotiate additional discounts based upon their
anticipated volume of services to be purchased under this agreement.
10. AUTHORIZED PERSONNEL:

Authorized Purchasing Officials (APO's) assigned to the blanket purchase agreement are listed in Attachment A. The APO's are authorized to solicit quotations and place BPA calls not exceeding $100,000.00 per call. The APO's will be responsible for providing the contractor and their personnel with any required information, data and support required for performance under this agreement.

11. CONTRACTOR'S RESPONSIBILITY

The contractor shall perform the services required under this Agreement in a professional manner, on the basis of the information made available, and to use the same degree of care and skill ordinarily exercised in similar circumstances by any reputable contractor performing comparable services.

12. INVOICES

A summary invoice shall be submitted for all calls placed or upon cancellation of this blanket purchase agreement whichever comes first for all services that have completed for which payment has not been received.

13. DELIVERY TICKETS

All work being performed under this agreement shall be accompanied by delivery tickets which shall contain the following minimum information.

a. Name of contractor.
b. BPA order number as shown in Block #3 of this agreement.
c. Date of Purchase
d. Ordering office and APO's name
e. List of supplies or services furnished
f. Quantity, unit price, and total of each item, less applicable discounts (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is to show this information).

14. INSPECTION & ACCEPTANCE PERIOD

All work performed under this agreement will be inspected by the Commission and maybe also be inspected by GSA at the destination point within three (3) working days. If any work is unacceptable, the CPSC contact person will promptly transmit disapproval to the Contractor, if appropriate.

15. REVIEW:
The Division of Procurement Services shall review this Blanket Purchase Agreement. Review shall be conducted to ensure that the prices for the service are in accordance with the terms of this BPA and the proper procedures have been followed.

16. ALL OTHER INFORMATION RELATING TO THE BLANKET PURCHASE AGREEMENT AND/OR CALLS SHALL BE DIRECTED TO:

CONTACT: Iris Parks @ (301)504-7058
EMAIL: iparks@cpsc.gov

17. GENERAL INFORMATION APPLICABLE TO BLANKET PURCHASE AGREEMENT CALLS

No individual Blanket Purchase Agreement (BPA) call shall be split to avoid the competition threshold of $150,000.00 for small purchases.

18. BLANKET PURCHASE AGREEMENT FILE:

A. Each BPA should be maintained in a file folder and shall be kept for accuracy and for keeping records of actions that have been placed. The file folder shall contain the BPA Number and the expiration date of the BPA agreement.

B. A copy of the BPA and any modifications should also be contained within the file.

C. A list of authorized personnel and a call log register, listing all calls placed against the BPA; to include total dollars obligated, and date when the call is placed.

19. BILLING INSTRUCTIONS

Pursuant to the Prompt Payment Act (P.L. 97-177) and the Prompt Payment Act Amendments of 1988 (P.L. 100-496) all Federal agencies are required to pay their bills on time, pay interest penalties when payments are made late, and to take discounts only when payments are made within the discount period. To assure compliance with the Act, vouchers and/or invoices shall be submitted on any acceptable invoice form which meets the criteria listed below. Examples of government vouchers that may be used are the Public Vouchers for Purchase and Services Other Than Personal, SF 1034, and Continuation Sheet, SF 1035. At a minimum, each invoice shall include:

1. The name and address of the business concern (and separate remittance address, if applicable).

2. Do NOT include Taxpayer Identification Number (TIN) on invoices sent via e-mail.
3. Invoice date.

4. Invoice number.

5. The contract or purchase order number (see block 2 of OF347 and block 4 of SF1449 on page 1 of this order), or other authorization for delivery of goods or services.

6. Description, price and quantity of goods or services actually delivered or rendered.

7. Shipping cost terms (if applicable).

8. Payment terms.

9. Other substantiating documentation or information as specified in the contract or purchase order.

10. Name, title, phone number and mailing address of responsible official to be notified in the event of a deficient invoice.

**ORIGINAL VOUCHERS/INVOICES SHALL BE SENT TO:**

**U.S. Mail**
CPSC Accounts Payable Branch, AMZ-160
PO Box 25710
Oklahoma City, Ok. 73125

**FEDEX**
CPSC Accounts Payable Branch, AMZ-160
6500 MacArthur Blvd.
Oklahoma City, Ok. 73169

OR

Via email to:

9-AMC-AMZ-CPSC-Accounts-Payable@faa.gov

Invoices not submitted in accordance with the above stated minimum requirements will not be processed for payment. Deficient invoices will be returned to the vendor within seven days or sooner. Standard forms 1034 and 1035 will be furnished by CPSC upon request of the contractor.

Inquiries regarding payment should be directed to the Enterprise Service Center (EXC), Office of Financial Operations, Federal Aviation Administration (FAA) in Oklahoma City, 405-954-7467.
C. PAYMENT

Payment will be made as close as possible to, but not later than, the 30th day after receipt of a proper invoice as defined in "Billing Instructions," except as follows:

When a time discount is taken, payment will be made as close as possible to, but not later than, the discount date. Discounts will be taken whenever economically justified. Otherwise, late payments will include interest penalty payments. Inquiries regarding payment should be directed to Debbie Young at 405-954-7467 or at the U.S. Mail and Fedex addresses listed above:

Complaints related to the late payment of an invoice should be directed to Eldona Canterbury at the same the same address (above) or 405-954-5351.

Customer Service inquiries may be directed to Adriane Clark aclark@cpsc.gov

D. INSPECTION & ACCEPTANCE PERIOD

Unless otherwise stated in the Statement of Work or Description, the Commission will ordinarily inspect all materials/services within seven (7) working days after the date of receipt. The CPSC representative responsible for inspecting the materials/services will transmit disapproval, if appropriate, to the contractor and the contract specialist listed below. If other inspection information is provided in the Statement of Work or Description, it is controlling.

E. ALL OTHER INFORMATION RELATING TO THE BLANKET PURCHASE AGREEMENT

Contact: Contract Specialist – Rudi Johnson at (301) 504-7028

F. PROCESSING INSTRUCTIONS FOR REQUESTING OFFICES

The Purchase Order/Receiving Report (Optional Form 347 or Standard Form 1449) must be completed at the time the ordered goods or services are received. Upon receipt of the goods or services ordered, each item should be inspected, accepted (partial or final) or rejected. The Purchase Order/Receiving Report must be appropriately completed, signed and dated by the authorized receiving official. In addition, the acceptance block shall be completed (Blocks 32 a, b & c on the SF 1449 and column G and page 2 of the OF 347). The receiving report shall be retained by the requesting office for confirmation when certifying invoices.

G. PROPERTY/EQUIPMENT PURCHASES

In the case of Purchase Orders/Receiving Reports involving the purchase and receipt of property/equipment, a copy of the Purchase Order/Receiving Report must also be
immediately forwarded directly to the Property Management Officer (Rey Garcia) in the Facilities Management Support Services Branch (Room 520). The transmittal of Purchase Orders/Receiving Reports to the property management officer is critical to the integrity and operation of CPSC’s Property Management System. Receiving officials should also forward copies to their local property officer/property custodian consistent with local office procedures.

20. DEVIATIONS. Any request for deviation from the terms of this BPA shall be submitted to the issuing contracting office for approval as shown below.

Consumer Product Safety Commission
Division of Procurement Services
Room 523
Bethesda, Maryland 20814
Attn: Rudi M Johnson
52.212-4 Contract Terms and Conditions—Commercial Items (Feb 2012)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1. Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(c) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government
in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine
restrictions, strikes, unusually severe weather, and delays of common carriers. The
Contractor shall notify the Contracting Officer in writing as soon as it is reasonably
possible after the commencement of any excusable delay, setting forth the full particulars
in connection therewith, shall remedy such occurrence with all reasonable dispatch, and
shall promptly give written notice to the Contracting Officer of the cessation of such
occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic
invoice, if authorized) to the address designated in the contract to receive invoices. An
invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order
number;

(iv) Description, quantity, unit of measure, unit price and extended price of the
items delivered;

(v) Shipping number and date of shipment, including the bill of lading number
and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective
invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN
on the invoice only if required elsewhere in this contract.

(A) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only
if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for
the invoice to be a proper invoice, the Contractor shall have submitted correct EFT
banking information in accordance with the applicable solicitation provision, contract
clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor
Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central
Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the
requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C.
3903) and Office of Management and Budget (OMB) prompt payment regulations at 5
CFR Part 1315.
(b) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3303) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
(l) **Termination for the Government’s convenience.** The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor’s records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) **Termination for cause.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) **Title.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) **Warranty.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) **Limitation of liability.** Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) **Other compliances.** The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(8) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

1. The schedule of supplies/services.
2. The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
3. The clause at 52.212-5.
4. Addenda to this solicitation or contract, including any license agreements for computer software.
5. Solicitation provisions if this is a solicitation.
6. Other paragraphs of this clause.
7. The Standard Form 1449.
8. Other documents, exhibits, and attachments.
9. The specification.

(1) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government’s reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the
“Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor’s CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through https://www.acquisition.gov or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (Jan 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

   (1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
   ___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).


(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

   [Contracting Officer check as appropriate.]


   ___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).


(10) 52.219-4. Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(11) [Reserved]


(ii) Alternate I (Nov 2011).

(iii) Alternate II (Nov 2011).


(iii) Alternate II (Mar 2004) of 52.219-7.

(14) 52.219-8. Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).


(iii) Alternate II (Oct 2001) of 52.219-9.

(iv) Alternate III (Jul 2010) of 52.219-9.

(17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

(18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (June 2003) of 52.219-23.


(23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).


(26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).


(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).


(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

(34) 52.222-54, Employment Eligibility Verification (Jul 2012), (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(e)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)


(ii) Alternate I (Dec 2007) of 52.223-16.


(ii) Alternate I (Mar 2012) of 52.225-3.

(iii) Alternate II (Mar 2012) of 52.225-3.

(iv) Alternate III (Nov 2012) of 52.225-3.


(42) 52.225-13. Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).


(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]


(7) 52.222-17. Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495).


(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated
shall be made available for 3 years after any resulting final termination settlement.
Records relating to appeals under the disputes clause or to litigation or the settlement of
claims arising under or relating to this contract shall be made available until such appeals,
litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures
and practices, and other data, regardless of type and regardless of form. This does not
require the Contractor to create or maintain any record that the Contractor does not
maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and
(d) of this clause, the Contractor is not required to flow down any FAR clause, other than
those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise
indicated below, the extent of the flow down shall be as required by the clause—

L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C.
637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If
the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5
million for construction of any public facility), the subcontractor must include 52.219-8
in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495).
Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).


(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29

(vii) 52.222-40, Notification of Employee Rights Under the National Labor
Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with
paragraph (f) of FAR clause 52.222-40.

seq.).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C.
7104(g)).
AUTHORIZED PURCHASING OFFICIALS

THE FOLLOWING CPSC STAFF ARE AUTHORIZED TO PLACE ORDER(S) UP TO $100,000.00 AGAINST THE BLANKET PURCHASE AGREEMENT WITH SERVICE MECHANICAL, INC.,

1. Iris Parks - iparks@cpsc.gov
2. Douglas Brown - dbrown@cpsc.gov
3. Ron Welch - rwelch@cpsc.gov