

ORDER SUPPLIES OR SERVICES

PAGE 1 OF 12 PAGES

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

1. DATE OF ORDER 05/15/2013	2. CONTRACT NO. (If any) CPSC-B-13-0001	6. SHIP TO a. NAME OF CONSIGNEE Indicated on call
3. ORDER NO.	4. REQUISITION/REFERENCE NO REQ-2600-12-0051	

5. ISSUING OFFICE (Address correspondence to) CONSUMER PRODUCT SAFETY COMMISSION DIVISION OF FACILITIES SERVICES 4330 EAST WEST HIGHWAY BETHESDA MD 20814	b. STREET ADDRESS
	c. CITY
	d. STATE
	e. ZIP CODE

7. TO a. NAME OF CONTRACTOR UNITED STATES SERVICES INDUSTRIES	f. SHIP VIA
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b. COMPANY NAME	8. TYPE OF ORDER a. PURCHASE REFERENCE YOUR	b. DELIVERY
c. STREET ADDRESS 4330 EAST-WEST HIGHWAY SUITE 200	Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract	
d. CITY BETHESDA	e. STATE MD	f. ZIP CODE 20814
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		

9. ACCOUNTING AND APPROPRIATION DATA Indicated on call	10. REQUISITIONING OFFICE CONSUMER PRODUCT SAFETY COMMISSION
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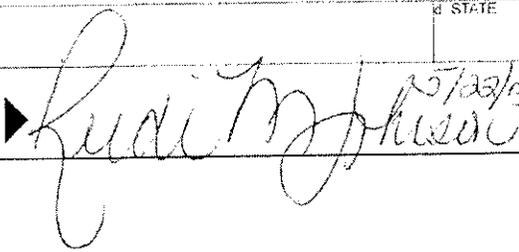
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB	12. F.O.B. POINT Destination
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13. PLACE OF a. INSPECTION Destination	b. ACCEPTANCE Destination	14. GOVERNMENT E.L. NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) Indicated on call	16. DISCOUNT TERMS Indicated on call
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17. SCHEDULE (See reverse for Rejections)

ITEM NO (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 04-218-5888 COR: CONSTANTINA DEMAS TEL: 301-504-7544 EMAIL: CDEMAS@CPSC.GOV  THIS IS A RENEWAL OF THE OLD BLANKET Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO	17(h) TOTAL (Cont pages)
21. MAIL INVOICE TO a. NAME Indicated on call			\$0.00
b. STREET ADDRESS (or P.O. Box)			17(i) GRAND TOTAL
c. CITY	d. STATE	e. ZIP CODE	
			\$0.00

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Rudi M. Johnson TITLE: CONTRACTING/ORDERING OFFICER
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**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE NO

2

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

DATE OF ORDER 05/15/2013	CONTRACT NO. CPSC-B-13-0001	ORDER NO.
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	PURCHASE AGREEMENT (BPA) NUMBER CPSC-02-1223 TO THE REVISED BPA NUMBER CPSC-B-13-0001, WITH THE CONTRACTOR, UNITED STATES SERVICE INDUSTRIES, INC (USSI) AND THE CONSUMER PRODUCT SAFETY COMMISSION, FACILITIES SERVICES TO PROVIDE SPECIAL CLEANING SERVICES AND OTHER RELATED CLEANING SERVICES IN ACCORDANCE WITH THE ATTACHED TERMS AND CONDITIONS.					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00



U.S. CONSUMER PRODUCT SAFETY COMMISSION  
BETHESDA, MD 20814

15 May 2013

United States Service Industries, Inc.  
Attn:

Subject: Acceptance Letter

( ) Contract \_\_\_\_\_

( ) Purchase Order \_\_\_\_\_

(X) Blanket Purchase Agreement CPSC-B-13-0001 (REVISED NUMBER)

( ) 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](mailto: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.

1. Shain Estrada VP of Operations  
Name Title

of the United States Service Industries, Inc. do hereby accept the enclosed Blanket Purchase Agreement, (BPA), CPSC-B-13-0001 to provide *Cleaning Services and other related cleaning to include Microwave and Refrigerators* located at the Consumer Product Safety Commission, 4330 East-West Highway, Bethesda, Maryland 20814 as indicated in the attached agreement.

Sincerely,

Rudi M. Johnson  
Contracting Officer  
Division of Procurement Services

**BLANKET PURCHASE AGREEMENT**

**BETWEEN**

**THE CONSUMER PRODUCT SAFETY COMMISSION (CPSC)**

**AND**

**UNITED STATES SERVICES INDUSTRIES, INC**

**CPSC-B-13-0001**

**1. DESCRIPTION OF AGREEMENT :**

a. This is a Blanket Purchase Agreement (BPA) to provide paper products, and cleaning services for the Office of the Chairman, Office of the Commissioners, and lavatories; pantries and employees lounges at the Consumer Product Safety Commission, (CPSC) 4330 East West Highway, Bethesda, Maryland 20814.

b. This BPA shall also provide cleaning services of microwave ovens and refrigerators.

c. All other cleaning services shall be on an as needed basis, pricing shall be negotiated at the time the BPA Call is placed.

**d. 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. PRICING SCHEDULE:**

a. Cleaning of eleven (11) microwaves oven on a weekly basis @ \$12.00

b. Cleaning of eight (8) refrigerators every other week @ \$30.00

**3. PERFORMANCE WORK STATEMENT:**

a. The contractor shall perform services independently and not as agent of the Government, the contractor shall furnish all necessary personnel, materials, services and equipment to perform the work set forth herein this agreement.

b. The services shall include cleaning of refrigerators and microwave ovens; and providing paper products in designated areas and removal of waste and trash on an as needed basis.

c. Services shall include but not be limited to providing upholstery, carpet and general office cleaning. The contractor shall provide all insurance and supervision to complete the work.

**4. LOCATIONS:** These services shall be performed at the Consumer Product Safety Commission, 4330 East-West Highway, Bethesda, Maryland 20814.

**5. PERIOD OF PERFORMANCE:**

a. This blanket purchase agreement (BPA) is effective 20 May 2013 until cancelled in writing by the Consumer Product Safety Commission Division of Procurement Services.

b. BPA 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.

**6. EXTENT OF OBLIGATION**

**BPA's do not obligate funds.** The Government is obligated only to extend of purchases that are made against this agreement by the authorized APO's or Contracting Officers.

**7. PURCHASE LIMITATION**

a. Individual BPA calls made against this agreement shall be based on a firm-fixed price and shall not exceed **\$2,500.00** per call placed by the APO. Any calls exceeding **\$2,500.00** shall be placed in the Division of Procurement Services.

**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.

**9. AUTHORIZED PERSONNEL:**

Authorized Purchasing Officials (APO's) assigned to the blanket purchase agreement are listed in Attachment A.

**10. CONTRACTOR'S RESPONSIBILITY:**

The contractor shall perform the services as 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.

## **11. 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).

## **12. 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 of 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](mailto: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 (ESC), 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 30<sup>th</sup> 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 at [AClark@cpsc.gov](mailto: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 PURCHASE ORDER**

Contact: Rudi M. 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.

#### **13. 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  
4330 East West Highway  
Room 523  
Bethesda, Maryland 20814

## 14. CLAUSES

### 52.213-4 Terms and Conditions—Simplified Acquisitions (Other Than Commercial Items). (Aug 2012)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
- (iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (iv) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
- (v) 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).

(vi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vii) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

- (i) 52.232-1, Payments (Apr 1984).
- (ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
- (iii) 52.232-11, Extras (Apr 1984).
- (iv) 52.232-25, Prompt Payment (Oct 2008).
- (v) 52.233-1, Disputes (July 2002).
- (vi) 52.244-6, Subcontracts for Commercial Items (Jan 2011).
- (vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at \$25,000 or more).

(ii) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(iii) 52.222-20, Walsh-Healey Public Contracts Act (Oct 2010) (41 U.S.C. 35-45) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212) (applies to contracts of \$100,000 or more).

(v) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793). (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, *United States* includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212) (applies to contracts of \$100,000 or more).

(vii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)

(viii) 52.223-5, Pollution Prevention and Right-to-Know Information (MAY 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(ix) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP) will be—

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(x) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition—

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).

(xi) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xii) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (Applies to contracts over \$30,000).

(ii) 52.211-17, Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).

(iii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)

(iv) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) *FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998)*. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [www.far.gov](http://www.far.gov).

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only 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. The Government must exercise its postacceptance rights—

(1) Within a reasonable period of 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.

(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.

(f) *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 that 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 that reasonably could have been avoided.

(g) *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.

(h) *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.

(FAC 2005-64)

**ATTACHMENT A**

**AUTHORIZED PURCHASING OFFICIALS**

THE FOLLOWING CPSC STAFF ARE AUTHORIZED TO PLACE CALLS AGAINST THE  
BLANKET PURCHASE AGREEMENT WITH USSI:

1. Constantina Demas (301) 504-7544
2. Iris Parks (301) 504-7078
3. Douglas Brown (301)504-7846