

**GENERAL SERVICES ADMINISTRATION**

**BLANKET PURCHASE AGREEMENT**

**STERLING BUSINESS MACHINES, INC.**

**JanSan Purchase Channel BPA Number: GS-07F-BA392**

**Solicitation Number: 832055**

Pursuant to GSA Federal Supply contract number GS-02F-0207X and the JanSan Purchase Channel Blanket Purchase Agreements, the Contractor agrees to the following terms and conditions of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH the General Services Administration:

- (1) The following category items proposed and accepted can be ordered under this JanSan Purchase Channel BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

**Category Three: Paper Products and Related Dispensers**

- (a) Your offer submitted under Request for Quotation (RFQ) **832055**- signed and dated 7/17/2014 is hereby accepted and through incorporation, made a part of the JanSan Purchase Channel BPA.
- (b) Item(s) will be provided in accordance with the item purchase descriptions shown in the RFQ attachments 2 and 3.
- (c) Price increases, regarding this BPA, will be allowed as specified in the RFQ section 5.3.2, Price Adjustments. BPA price adjustments will be determined by the Contracting Officer. Clause 552.216-70, Economic Price Adjustment, is applicable to the Contractor's underlying MAS Schedule contract(s). However, the Government will not allow a price increase request for products approved under the BPA for the first year of the BPA.
- (d) The Government reserves the right to cancel a BPA at any time if it is no longer needed, no longer represents competitive pricing, does not provide adequate service (e.g., delivery, billing, AbilityOne substitutions, item quality), or the BPA holder is otherwise not in compliance with the BPA terms and conditions. (GSAM 552.238-73) The Contractor shall notify the Contracting Officer and Agency Project Officer(s) no less than 60 days prior to the expiration of the Contractor's Federal Supply Schedule contracts. The BPA's period of performance will not extend beyond the expiration date of the Contractor's Federal Supply Schedule contracts.
- (e) Administrative matters concerning this BPA and "purchase orders" issued against this BPA will be handled by the Administrative Contracting Officer (ACO) shown below:

GSA, FAS, Greater Southwest Acquisition Center  
ATTN: JanSan FSSI ACO  
Fritz Lanham Federal Building  
819 Taylor Street, Room 7A37  
Fort Worth, TX 76102

- (2) Delivery/Shipment: Per RFQ section 5.9, Delivery Requirements, delivery shall be handled as specified unless otherwise noted.
- (3) All prices are FOB Destination.
- (4) The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be as shown in the Attachment 1, JanSan Supplies Quote Sheet referenced in the RFQ.

- (5) This BPA does not obligate any funds.
- (6) This BPA is in effect from July 17, 2014 for one base year and four one-year option periods, subject to the expiration date of your MAS Contract (currently July 14, 2016). This BPA is not to exceed five (5) years and will be reviewed on an annual basis.

All federal agencies are hereby authorized to place orders under this BPA	POINT(S) OF CONTACT
	Jamila Buchanan, Contracting Officer Tele: 817/850-8164 Dana Weaver, Project Lead/ Contracting Officer Tele: 817/850-8338

- (8) Ordering Requirements & Procedures specified in the RFQ section 5.7 shall be adhered to for all orders issued under this BPA. Order placement via telephone, fax, e-mail, in-person, or Contractor-operated website shall be accepted. It is anticipated that the vast majority of orders will be through GSA Advantage!® and DoD EMALL.
- (9) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by a packing slip. The Contractor shall prepare a packing slip for each order placed under the BPA and provide it with the order. The Contractor shall ensure the delivery ticket or packing slip contains the following minimum information:

Name of BPA Contractor;

BPA contract number, order, or call number;

Name of cardholder or Government employee/purchaser and activity address;

Date of purchase;

Itemized list of supplies shipped, including total cost of the order;

Manufacturer's part numbers;

Model number or National Stock Number (NSN) (Ability One); and

Quantity, unit price, and total cost of each item shipped.

The name of the cardholder or Government employee/purchaser and the agency name shall appear in all "ship-to" address blocks of packing slips and invoices.

- (10) The requirements of a proper invoice are as specified in the Federal Supply Schedule contract. Per RFQ section 5.8, Billing and Payment Requirements, the Contractor shall automatically send an electronic copy of the invoice to the cardholder or Government employee/purchaser. The Contractor shall issue one detailed invoice to the buyer for the total amount of an order regardless of the number of partial shipments. No split invoices are authorized.
- (11) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.