

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. N00189-07-A-0023	2. DELIVERY ORDER/ CALL NO.	3. DATE OF ORDER/CALL 2007 Sep 01	4. REQ./ PURCH. REQUEST NO.	5. PRIORITY
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6. ISSUED BY FISC NORFOLK CONTRACTING DEPARTMENT NORFOLK OFFICE ATTN: P. MUNROE 1968 GILBERT ST SUITE 600 NORFOLK VA 23511-3392	CODE N00189	7. ADMINISTERED BY SEE ITEM 6	CODE
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9. CONTRACTOR MAXON FURNITURE INC PHIL HARRIS 660 SW 39TH ST RENTON WA 98057-4912	CODE 1QKD6	FACILITY	10. DELIVER TO FOB POINT BY (Date) SEE SCHEDULE	11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED
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14. SHIP TO SEE SCHEDULE	CODE	15. PAYMENT WILL BE MADE BY AS SPECIFIED BY EACH BPA CALL NORFOLK VA 23511	CODE N00000	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.
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16. TYPE OF ORDER	DELIVERY/ CALL	This delivery order/call is issued on another Govt. agency or in accordance with and subject to terms and conditions of above numbered contract.
	PURCHASE	Reference your quote dated Furnish the following on terms specified herein. REF:

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
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If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES	20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
	SEE SCHEDULE				

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	24. UNITED STATES OF AMERICA TEL: 757-443-1334 EMAIL: patricia.munroe@navy.mil BY: PATRICIA MUNROE	25. TOTAL 29. DIFFERENCES
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26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED DATE _____ SIGNATURE OF AUTHORIZED GOVT. REP. _____	27. SHIP NO.	28. DO VOUCHER NO.	30. INITIALS
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36. I certify this account is correct and proper for payment. DATE _____ SIGNATURE AND TITLE OF CERTIFYING OFFICER _____	31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR	34. CHECK NUMBER	35. BILL OF LADING NO.
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37. RECEIVED AT	38. RECEIVED BY	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NO.	42. S/R VOUCHER NO.
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Section B - Supplies or Services and Prices

BPA Call Limit: Delegated procurement authority or maximum ordering threshold (whichever is lower)

Period of Performance: 01 September 2007 to 6 April 2010

Federal Supply Schedule: 71 I – Office Furniture

Section H - Special Contract Requirements

TERMS AND CONDITIONS

BLANKET PURCHASE AGREEMENT

Pursuant to the General Services Administration, Federal Supply Schedule, Multiple Award Schedule contract number GS-28F-0013K, the Contractor, Maxon Furniture, Inc. agrees to the following terms and conditions of a Blanket Purchase Agreement exclusively with the Fleet and Industrial Supply Center Norfolk, Contracting Department, Norfolk Office, Norfolk, VA. The terms and conditions included in this Blanket Purchase Agreement shall apply to all purchases made pursuant to the agreement. However, in the event of any inconsistency, the terms and conditions of the General Services Administration Federal Supply Schedule will govern.

1. **Scope of Blanket Purchase Agreement:** This Blanket Purchase Agreement is entered into in order to support the Department of the Navy's initiative in reducing the costs of acquiring commonly purchased office furniture products by the application of a strategic sourcing solution. The Department of the Navy developed the acquisition strategy to enhance customer requirement fulfillment, improve the acquisition process, leverage department-wide purchasing power, and build vendor partnerships. The Fleet and Industrial Supply Center Norfolk, Contracting Department, Norfolk Office in conjunction with the Naval Supply Systems Command, Mechanicsburg, PA is taking the lead to better manage the Department of the Navy's acquisition process for packaged furniture.

2. **Description of Agreement:** This Blanket Purchase Agreement authorizes Maxon Furniture, Inc. to furnish Office Furniture, if and when called for, by those persons designated by the Contracting Officer to place calls up to the maximum order threshold (\$500,000.00) of the General Services Administration Federal Supply Schedule contract, or in accordance with the delegated procurement authority or maximum order threshold (whichever is lower). When orders exceed the maximum order threshold, the Government will follow the guidance of the Federal Acquisition Regulation part 8.405-1(d) to seek further price reductions. The Office Furniture as prescribed according to the General Services Administration Federal Supply Schedule contract number GS-28F-0013K can be ordered under this Blanket Purchase Agreement. All calls placed against this Blanket Purchase Agreement are subject to the terms and conditions as set forth in the Federal Supply Schedule contract number GS-28F-0013K and this Blanket Purchase Agreement. Maxon Furniture, Inc. hereby agrees to the following special Blanket Purchase Agreement discount prices from its General Services Administration Federal Supply Schedule contract pricing:

\$0 - \$129.99	0.00 percent
\$130.00 - \$3,499.99	1.11 percent
\$30,001.00 - \$75,000.00	1.06 percent
\$75,001.00 - \$150,000.00	0.99 percent
\$150,001.00 - \$300,000.00	0.95 percent
\$300,001.00 - \$500,000.00	0.89 percent
\$500,001.00 - \$99,999,999.00	0.89 percent

3. **Duration of Blanket Purchase Agreement:** This Blanket Purchase Agreement will expire on 6 April 2010, which is the expiration date of the General Services Administration Federal Schedule contract GS-28F-0013K. This Blanket Purchase Agreement may be extended beyond the current term of the General Services Administration Federal Supply Schedule contract, if the current schedule contains unexercised option periods.

4. **Obligation:** Under the terms and conditions of this Blanket Purchase Agreement, the Government is obligated only to the extent of those authorized calls that are actually made against this Blanket Purchase Agreement by those personnel authorized to do so.

5. **Delivery:** Delivery of all furniture items requested against this Blanket Purchase Agreement shall be made in accordance with the terms and conditions specified in the General Services Administration Federal Supply Schedule contract number GS-28F-0013K and the delivery instructions that will be provided with each call placed.

When it is in the best interest of the Government, direct pick-up of material from the supplier's place of business may be authorized.

6. **Volume of Purchases:** The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be \$120,000,000.00. This number will be spread across all of the Blanket Purchase Agreement orders that will be issued for this agreement. If the actual quantity ordered is less than the estimate, the Government will not be liable for the price difference between the quantity discount based on the estimate and quantity discount applicable for the quantity ordered. The Contractor can voluntarily reduce prices at any time by giving a 24-hour advance notice (by fax or e-mail) to the Fleet and Industrial Supply Center Norfolk, Contracting Department, Norfolk Office Contracting Officer.

7. **Obligation of Funds:** This Blanket Purchase Agreement does not obligate any funds. Funds will be obligated by placement of calls under Federal Acquisition Regulation Subpart 8.4 entitled "Federal Supply Schedules", or the use of a Government-wide purchase card issued under the Federal Acquisition Regulation part 13.303 entitled "Blanket Purchase Agreements", and agency regulations.

8. **Authorized Callers or Placement of Orders:** All Department of the Navy and Marine Corps cardholders, Contracting Officers, and general contractors who are authorized in accordance with the Federal Acquisition Regulation clause 52.251-1 entitled "Government Supply Sources" may use this Blanket Purchase Agreement in accordance with their delegated purchase authority.

9. **Issuance of Calls/Orders:** Orders will be placed against this Blanket Purchase Agreement via the Department of Defense eMALL, facsimile, Electronic Data Interchange, or paper.

10. **Delivery Tickets:** Unless otherwise agreed to, all deliveries under this Blanket Purchase Agreement must be accompanied by delivery tickets (in triplicate) or sales slips that must contain the following information:

- a. Name of contractor,
- b. Blanket Purchase Agreement number with call number,
- c. Date of call,
- d. Itemized list of office furniture delivered,
- e. Quantity, unit price, and extended price of each item less applicable discounts (unit prices and extended prices need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information; and
- f. Date of delivery of shipment.

11. **Invoicing:** The requirements of proper invoices for this Blanket Purchase Agreement are as specified in the General Services Administration Federal Supply Schedule contract. Invoices shall be submitted to the address specified within each call placed under this Blanket Purchase Agreement. In the event of any inconsistency between the provisions of this Blanket Purchase Agreement and the Contractor's invoice, the provisions of this Blanket Purchase Agreement will take precedence.

12. **Reporting:** The requirement to establish and maintain a report of Navy spend in the report format presented in Attachment (1) of this agreement for all delivery orders issued against this Blanket Purchase Agreement shall be made in accordance with the terms and conditions specified in the General Services Administration Federal Supply Schedule contract number GS-28F-0013K and the delivery instructions that will be provided with each call placed. When it is in the best interest of the Government, direct pick-up of material from the supplier's place of business may be authorized.

13. **Best Value:** In the spirit of the National Performance Review, the Fleet and Industrial Supply Center Norfolk, Contracting Department, Norfolk Office and Maxon Furniture, Inc. enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration Federal Supply Schedule contract GS-28F-0013K. By the terms and conditions of this Blanket Purchase Agreement, Maxon Furniture, Inc acknowledges that the prices to the Government shall be discounted from those charged to its most favored customer, considering quantities ordered.

14. **Place of Delivery:** Delivery instructions will be provided with each call placed against this Blanket Purchase Agreement. Delivery will be made to the ordering activity, or to the shop or unit requesting the office furniture. When it is in the best interest of the Government, direct pick-up of office furniture items from the contractor's place of business is authorized.

15. **Point Of Contact:** The point of contacts for this Blanket Purchase Agreement are:

- a. Patricia Munroe
Contracting Officer
Fleet and Industrial Supply Center Norfolk
Contracting Department
Norfolk Office
1968 Gilbert Street, Suite 600
Norfolk, VA 23511
(757) 443-1424

- b. Jennifer Roesner
Contract Specialist
Fleet and Industrial Supply Center Norfolk
Contracting Department
Norfolk Office
1968 Gilbert Street, Suite 600
Norfolk, VA 23511-3392
(757) 443-1691

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENT 1

Attachment 1 – Report of Navy Spend