

Acc

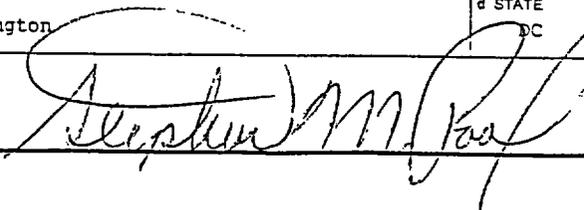
ORDER FOR SUPPLIES OR SERVICES

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

1 DATE OF ORDER OCT 23 2002		2 CONTRACT NO (If any)		6 SHIP TO	
3 ORDER NO DR-03-0002		4 REQUISITION/REFERENCE NO 2030010000		a NAME OF CONSIGNEE U. S. Nuclear Regulatory Commission Office of Administration	
5 ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Division of Contracts Mail Stop T-712 Contract Management Center 2 Washington DC 20555		b STREET ADDRESS ATTN: TR Stansbury Mail Stop 0-P137		c CITY Washington	e ZIP CODE 20555
7 TO		f SHIP VIA		8 TYPE OF ORDER	
a NAME OF CONTRACTOR RAI-Rapid		<input checked="" type="checkbox"/> a PURCHASE ORDER		<input type="checkbox"/> b DELIVERY/TASK ORDER	
b COMPANY NAME Attn: Mary Connery		Reference your 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		Except for billing instructions on the reverse, this delivery/task 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.	
c STREET ADDRESS 8221 Preston Ct.		e STATE MD	f ZIP CODE 20794		
d CITY Jessup		10 REQUISITIONING OFFICE ADM			
9 ACCOUNTING AND APPROPRIATION DATA Job Code: D1909 BOC: 2220 X0200 B&R: 340-15-511306 Amount Obligated: \$3,000.00					
11 BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a SMALL		<input type="checkbox"/> b OTHER THAN SMALL		<input type="checkbox"/> c DISADVANTAGED	
<input type="checkbox"/> d WOMEN-OWNED		12 F O B POINT Destination		14 GOVERNMENT B/L NO	
13 PLACE OF		15 DELIVER TO F O B POINT ON OR BEFORE See below		16 DISCOUNT TERMS Net 30	
a INSPECTION		b ACCEPTANCE		FOR INFORMATION CALL (No collect calls)	
		Paulette Smith 301-415-6594			
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)
	<p>SCOPE:</p> <p>This Blanket Purchase Agreement (BPA) is subject to terms for License Fees Mailing Service as specified in Attachment 1. Requests shall be for License Fees Mailing Service only if and when requested by the Contracting Officer or his/her authorized representative. The cost of the shipment and destination rates are to be determined when services are requested in accordance with the rates also listed in Attachment 1.</p> <p>Period of Performance: March 20, 2003 through March 19, 2004</p> <p>The Government is obligated only to the extent of authorized calls made under this BPA in accordance with the terms and conditions specified herein. The aggregate amount of calls under this BPA may not exceed \$3,000.00.</p> <p>(Continued)</p>					

SEE BILLING INSTRUCTIONS ON REVERSE	18 SHIPPING POINT		19 GROSS SHIPPING WEIGHT		20 INVOICE NO		SUBTOTAL
	21 MAIL INVOICE TO						
	a NAME U.S. Nuclear Regulatory Commission Office of the Chief Financial Officer						17(h) TOTAL (Cont. pages)
	b STREET ADDRESS (or P.O. Box) Attn: Payment Team, Mail Stop T-9E2						
c CITY Washington		d STATE DC	e ZIP CODE 20555		17(i) GRAND TOTAL		

22 UNITED STATES OF AMERICA BY (Signature) 

23 NAME (Typed)
Stephen M Pool
TITLE CONTRACTING/ORDERING OFFICER

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES
1

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

1 DATE OF ORDER OCT 23 2002		2 CONTRACT NO (if any)		6 SHIP TO	
3 ORDER NO DR-03-0002		4 REQUISITION/REFERENCE NO 403A0010		a NAME OF CONSIGNEE U. S. Nuclear Regulatory Commission Office of Administration	
5 ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Division of Contracts Mail Stop T-7I2 Contract Management Center 2 Washington DC 20555				b STREET ADDRESS ATTN: TR Stansbury Mail Stop 0-P137	
		c CITY Washington		d STATE DC	e ZIP CODE 20555
7 TO				f SHIP VIA	
a NAME OF CONTRACTOR RAI-Rapid				8 TYPE OF ORDER	
b COMPANY NAME Attn: Mary Connery				<input checked="" type="checkbox"/> a PURCHASE ORDER Preference your 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	
c STREET ADDRESS 8221 Preston Ct.				<input type="checkbox"/> b DELIVERY/TASK ORDER Except for billing instructions on the reverse, this delivery/task 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 Jessup		e STATE MD	f. ZIP CODE 20794		
9 ACCOUNTING AND APPROPRIATION DATA				10 REQUISITIONING OFFICE ADM	

11 BUSINESS CLASSIFICATION (Check appropriate box(es))			
<input checked="" type="checkbox"/> a SMALL		<input type="checkbox"/> b OTHER THAN SMALL	
<input type="checkbox"/> c DISADVANTAGED		<input type="checkbox"/> d WOMEN-OWNED	
12 FOB POINT Destination		14 GOVERNMENT B/L NO	15 DELIVER TO FOB POINT ON OR BEFORE See below
13 PLACE OF		16 DISCOUNT TERMS Net 30	
a INSPECTION		b ACCEPTANCE Paulette Smith 301-415-6594	

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)
	<p>SCOPE:</p> <p>This Blanket Purchase Agreement (BPA) is subject to terms for License Fees Mailing Service as specified in Attachment 1. Requests shall be for License Fees Mailing Service only if and when requested by the Contracting Officer or his/her authorized representative. The cost of the shipment and destination rates are to be determined when services are requested in accordance with the rates also listed in Attachment 1.</p> <p>Period of Performance: March 20, 2003 through March 19, 2004</p> <p>The Government is obligated only to the extent of authorized calls made under this EPA in accordance with the terms and conditions specified herein. The aggregate amount of calls under this BPA may not exceed \$3,000.00.</p> <p>(Continued)</p>					

18 SHIPPING POINT		19 GROSS SHIPPING WEIGHT		20 INVOICE NO		SUBTOTAL					
21. MAIL INVOICE TO											
SEE BILLING INSTRUCTIONS ON REVERSE						17(h) TOTAL (Cont. pages)					
							a NAME U. S. Nuclear Regulatory Commission Office of the Chief Financial Officer				
						b STREET ADDRESS (or P O Box) Attn: Payment Team, Mail Stop T-9E2					
c CITY Washington		d STATE DC	e ZIP CODE 20555			17(i) GRAND TOTAL					

22 UNITED STATES OF AMERICA
BY (Signature)

23 NAME (Typed)
Stephen M. Pool
TITLE CONTRACTING/ORDERING OFFICER

ATTACHMENT 1

DR-03-0002
RAI-Rapid

RATES

- (1) Mailing service for estimated 500 pages per month @ \$.23
[Plus \$.23 for each piece over 500 pieces]
- (2) Pick-up charge per month @ \$40/month
- (3) Charge for delivery to U.S. Post Office @ \$40/month
- (4) Charge for additional pieces exceeding the monthly estimates for the period of performance
@ \$.23 per piece

TERMS

The Contractor shall pick up all supplies and materials from NRC within five (5) hours of notice from the following address listed below:

U.S. Nuclear Regulatory Commission
11555 Rockville Pike
Room P1-37
Rockville, MD 20852

The Contractor shall assemble and fold contents and insert into #10 window envelopes with address showing and seal envelopes. There will be five (5) pages to be inserted into the window envelopes. Normally, three (3) pages are folded and ready for insertion into the envelope. The Contractor shall fold, assemble and place the remaining two (2) pages into the envelope along with the three (3) pages assembled by NRC. NRC will provide the postage. There are approximately 500 envelopes with five (5) pages per month or 6,000 envelopes per year.

After completing the service outlined above, the contractor shall deliver the envelopes within 72 hours to the nearest U.S. Post Office in its locality. The Contractor shall provide the NRC Project Officer with the address of this post office.

The Contractor shall account for all materials used in performance of this work and shall submit the Statement of Mailing with Permit Imprints First-Class Mail (PS Form 3600-R), provided by the NRC Project Officer, to the U.S. Post Office at the time of delivery.

INDIVIDUALS AUTHORIZED TO PLACE ORDERS

The following NRC Personnel are authorized to place orders for services as outlined in this purchase order and the Government shall be obligated only to the extent of those orders that do not exceed the funding available in this purchase order at the time the orders are placed:

Reggie Stansbury, Project Officer, 301-415-2095
Gene Wood, 301-415-2070

The Contractor shall accept orders against this order from a Contracting Officer or those authorized ordering officials indicated above. The Government will be obligated only to the extent of such orders. All oral orders placed will be confirmed in writing within two (2) business days by the NRC Personnel who requested the services to be performed.

DELIVERY

All orders placed shall include the following information:

- (1) Date of order
- (2) NRC Purchase Order Number
- (3) Date the materials being mailed are to be picked up from NRC
- (4) Any other necessary information about the items being mailed

The Contractor shall not accept any order which will result in a cost that exceed the funds currently available in this purchase order and NRC shall not be monetarily liable for any services performed by the Contractor which result in a cost which exceeds the total funds currently available in this order.

PRICING AND INVOICING

A summary invoice/statement shall be submitted to NRC monthly listing all calls completed that month. The summary invoice/statement shall be submitted in duplicate to the address listed at the bottom of page 1. The Contractor shall include the NRC Purchase Order Number on all invoices.

Contractor: Telephone No. 301-776-5000

**A.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO
IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL
ITEMS (MAY 2002)**

(a) The Contractor shall comply with the following 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) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(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 or components:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

(4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I to 52.219-5.

(iii) Alternate II to 52.219-5.

(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d) (2) and (3)).

(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).

(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

(8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I of 52.219-23.

(9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323)

(10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(12) 52.222-26, Equal Opportunity (E.O. 11246).

(13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

(14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

(15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

(16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

(17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c) (3) (A) (ii)).

(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i) (2) (C)).

(18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

(19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

(ii) Alternate I of 52.225-3.

(iii) Alternate II of 52.225-3.

(20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

(23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

(24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

(25) 52.232-34, Payment by Electronic Funds

Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

(26) 52.232-36, Payment by Third Party
(31 U.S.C. 3332).

(27) 52.239-1, Privacy or Security Safeguards
(5 U.S.C. 552a).

(28)(i) 52.247-64, Preference for Privately Owned
U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which 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 or components:

[Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Act of 1965, As amended(41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(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) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

A.2 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (FEB 2002)

(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. The Government must exercise its postacceptance 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.

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

(f) 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.

(x) 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.

(h) 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. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause.

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 date on which an electronic funds transfer was made.

(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.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.c. 2409 relating to whistle blower protections; 49 U.S.C 40118, Fly American; and 41 U.S.c. 423 relating to procurement integrity.

(s) 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; and (9) the specification.