

0001 See Block 16C REQ-4200-15-0050

6. ISSUED BY CODE FMP5 7. ADMINISTERED BY (If other than Item 6) CODE

CONSUMER PRODUCT SAFETY COMMISSION
DIV OF PROCUREMENT SERVICES
4330 EAST WEST HWY
ROOM 523
BETHESDA MD 20814

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS
2 RADCLIFF RD
TEWKSBURY MA 01876-1182

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO
CPSC-D-14-0003

x 10B. DATED (SEE ITEM 13)
08/28/2014

CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SERVICES TO BE EXECUTED THROUGH ISSUANCE OF TASK ORDERS

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- CHECK ONE
- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 - B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 - C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
 - D. OTHER (Specify type of modification and authority)
- X Exercise option year - Unilateral Modification, FAR 43.103 (b)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: _____
Contracting Officer Representative:
David Cobb
Email: dcobb@cpsc.gov
Tel: 301-987-2051

Modification 0001 to contract CPSC-D-14-0003 is hereby issued to exercise the option year as follows:

1. The First (1st) Option Year is hereby exercised in accordance with line items 0004-0006, and contract clause 52.217-9, Option to Extend the Term of the Contract, for the Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Eddie Ahmad	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	8/21/15

NAME OF OFFEROR OR CONTRACTOR
THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0004	<p>performance period 28 August 2015 through 27 August 2016. The exercise of this option shall be at the prices specified in the schedule of services.</p> <p>2. Upon receipt of operable, undamaged loaner equipment, Government will thereafter be responsible for all damages to the equipment in excess of normal wear, occurring to the equipment while in the Government's possession, use and control, and shall reimburse Contractor for restoration of such damages in order to return the equipment to pre-loaner condition, as at the time of Government receipt.</p> <p>3. THERE ARE NO OTHER WARRANTIES MADE BY CONTRACTOR AND CONTRACTOR EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GOVERNMENT ASSUMES ALL RISK AND LIABILITY RESULTING FROM USE OF THE LOANER INSTRUMENT. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF ANY CLAIM PURSUANT TO, OR ARISING OUT OF GOVERNMENT'S USE OF THE LOANER INSTRUMENT.</p> <p>4. All other terms and conditions shall remain unchanged and in full force and effect.</p> <p>Change Item 0004 to read as follows(amount shown is the obligated amount):</p> <p>Option Period 1: 28 August 2015 - 27 August 2016</p> <p>Tier 3 - Major Repair, shall include:</p> <p>All parts and labor are included in the price. Maintenance on the unit to ensure it has the latest software and achieves the highest level of performance.</p> <p>Full factory recalibration of the instrument.</p> <p>90 day warranty on the entire instrument.</p> <p>1 year warranty for replaced x-ray tubes and detectors.</p> <p>Change Item 0005 to read as follows(amount shown Continued ...</p>	1	EA	7,004.00	

NAME OF OFFEROR OR CONTRACTOR
THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	is the obligated amount):				
0005	<p>Tier 2 - Mid Level Repair, shall include:</p> <p>All parts and labor are included in the price. Full factory recalibration of the instrument. 90 day warranty on the repair and on replaced parts.</p> <p>Maintenance on the unit to ensure it has the latest software and achieves the highest level of performance.</p> <p>30 day warranty on the entire instrument.</p> <p>Change Item 0006 to read as follows(amount shown is the obligated amount):</p>	1	EA	3,605.00	
0006	<p>Tier 1 - Minor Repair, shall include:</p> <p>All parts and labor are included in the price. Full factory calibration of instrument is not required.</p> <p>90 day warranty on the repair and on replaced parts.</p> <p>Maintenance on the unit to ensure it has the latest software and achieves the highest level of performance.</p> <p>The following handeld XRF analyzers covered by this contract are Thermo Scientific Niton XL3t models. Serial numbers on the analyzers: 75858, 76135, 75797, 75808, 76141, 75806, 76139, 75826, 72512, 72508, 72498, 72506, 81619, 82336, 83024, 83025, 83046, 83062, 83013, 83048, 82395, 83012, 83045, 83016, 83014, 83015, 83058, 82390, 83159, 83026, 83017, 83044, 83061, 8304, 83027, 83160, 83060, 83029, 82396, 83158, 82391, 83047, 66662, 72510</p>	1	EA	721.00	