

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM**  
 OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: REQ-4200-10-0061  
 PAGE OF: 1 19  
 2. CONTRACT NO: CPSC-S-10-0109  
 3. AWARD EFFECTIVE DATE: 09/20/2010  
 4. ORDER NUMBER  
 5. SOLICITATION NUMBER  
 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: Peter Nerret  
 a. NAME: Peter Nerret  
 b. TELEPHONE NUMBER: 301-504-7033  
 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY: CONSUMER PRODUCT SAFETY COMMISSION  
 CODE: FMPS  
 DIV OF PROCUREMENT SERVICES  
 4330 EAST WEST HWY  
 ROOM 517  
 BETHESDA MD 20814  
 10. THIS ACQUISITION IS:  
 UNRESTRICTED OR  SET ASIDE:  SMALL BUSINESS  EMERGING SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  SOLE SOURCE  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8(A)  
 NAICS: \_\_\_\_\_  
 SIZE STANDARD: \_\_\_\_\_

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED:  SEE SCHEDULE  
 12. DISCOUNT TERMS: Net 30  
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700):   
 13b. RATING: \_\_\_\_\_  
 14. METHOD OF SOLICITATION:  RFQ  IFB  RFP

15. DELIVER TO: CONSUMER PRODUCT SAFETY COMMISSION  
 CODE: LS  
 DIRECTORATE FOR LABORATORY SCIENCES  
 10901 DARNESTOWN ROAD  
 GAITHERSBURG MD 20878  
 16. ADMINISTERED BY: CONSUMER PRODUCT SAFETY COMMISSION  
 CODE: FMPS  
 DIV OF PROCUREMENT SERVICES  
 4330 EAST WEST HWY  
 ROOM 517  
 BETHESDA MD 20814

17a. CONTRACTOR/OFFEROR: ROSEMOUNT ANALYTICAL INC  
 CODE: \_\_\_\_\_  
 ATTN STEVE DONOVAN  
 6565P DAVIS INDUSTRIAL PARKWAY  
 SOLON OH 44139  
 TELEPHONE NO.: 800-433-6076 X  
 FACILITY CODE: \_\_\_\_\_  
 18a. PAYMENT WILL BE MADE BY: CONSUMER PRODUCT SAFETY COMMISSION  
 CODE: FMPS  
 DIVISION OF FINANCIAL SERVICES  
 4330 EAST WEST HWY  
 ROOM 522  
 BETHESDA MD 20814

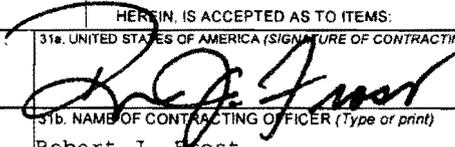
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: _____ THIS IS AN UNPRICED PURCHASE ORDER. THE CONTRACTOR SHALL PROVIDE INSPECTION AND IF APPROVED, REPAIR OF GAS ANALYZERS AS FOLLOWS:  REPAIRS SHALL NOT EXCEED A MAXIMUM OF \$7,000.00 PER GAS ANALYZER UNIT. IF REPAIRS ARE ANTICIPATED TO EXCEED THIS AMOUNT, THE CONTRACTOR SHALL CONTACT THE CPSC PROJECT OFFICER WITH A WRITTEN ESTIMATE AND SHALL NOT PROCEED WITH WORK UNTIL A MODIFICATION TO THE CONTRACT IS ISSUED. (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: 0100A10DPS-2010-2401300000-EXHR004200-257BO  
 26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$21,195.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.  
 29. AWARD OF CONTRACT REF. \_\_\_\_\_ OFFER DATED \_\_\_\_\_ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: \_\_\_\_\_

30a. SIGNATURE OF OFFEROR/CONTRACTOR  
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  


30b. NAME AND TITLE OF SIGNER (Type or print): \_\_\_\_\_  
 30c. DATE SIGNED: \_\_\_\_\_  
 31b. NAME OF CONTRACTING OFFICER (Type or print): Robert J. Frost  
 31c. DATE SIGNED: 9/20/2010

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	REPAIR FOR NGA-2000 GAS ANALYZER, SERIAL NUMBER 451261607451	1	EA	7,000.00	7,000.00
0002	REPAIR FOR NGA-2000 GAS ANALYZER, SERIAL NUMBER 45123928543.	1	EA	7,000.00	7,000.00
0003	REPAIR FOR NGA-2000 GAS ANALYZER, SERIAL NUMBER 451261599232.	1	EA	7,000.00	7,000.00
0004	SHIPPING  CPSC Point of Contact: Mr. Chris Brown @ (301)424-6421 x157  Contractor shall complete repairs and return Gas Analyzers within 60 days after receipt of order(ARO).  The total amount of award: \$21,195.00. The obligation for this award is shown in box 26.	1	EA	195.00	195.00

32a. QUANTITY IN COLUMN 21 HAS BEEN  RECEIVED  INSPECTED  NOTED. ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_ 32c. DATE \_\_\_\_\_ 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_ 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_  
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_

33. SHIP NUMBER \_\_\_\_\_ 34. VOUCHER NUMBER \_\_\_\_\_ 35. AMOUNT VERIFIED CORRECT FOR \_\_\_\_\_ 36. PAYMENT  COMPLETE  PARTIAL  FINAL \_\_\_\_\_ 37. CHECK NUMBER \_\_\_\_\_  
 PARTIAL  FINAL

38. S/R ACCOUNT NUMBER \_\_\_\_\_ 39. S/R VOUCHER NUMBER \_\_\_\_\_ 40. PAID BY \_\_\_\_\_

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT \_\_\_\_\_ 42a. RECEIVED BY (Print) \_\_\_\_\_  
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER \_\_\_\_\_ 41c. DATE \_\_\_\_\_ 42b. RECEIVED AT (Location) \_\_\_\_\_  
42c. DATE REC'D (YY/MM/DD) \_\_\_\_\_ 42d. TOTAL CONTAINERS \_\_\_\_\_

**LC 1B CONTRACTOR'S NOTE - DELIVERIES TO THE CPSC LABORATORY SITE,  
GAITHERSBURG, MARYLAND**

**Delivery Address:**

Directorate for Laboratory Sciences  
U.S. Consumer Product Safety Commission  
10901 Darnestown Rd. (MD route 28)  
Gaithersburg, MD 20878  
301-424-6421, x101 (main reception)x1 (Director's Office)

The Consumer Product Safety Commission (CPSC) Laboratories are located in Gaithersburg, MD. The entrance to the Laboratory site is protected by a security gate, which is normally closed during business hours. If the gate is closed, use the intercom box at the gate to request entry. **All visitors must report to Building B**, which is adjacent to the main parking lot.

Deliveries may not be left outside any building or loading dock, unless specifically directed by appropriate CPSC staff. All deliveries shall be considered "inside deliveries" to the appropriate building in accordance with the instructions below. When scheduling deliveries, the purchase order number shall always be referenced and all packages shall clearly display the Purchase Order Number on the outside of the cartons and/or packages and include the packing slip.

**ATTENTION GOVERNMENT VENDOR:**

**A. DELIVERY INSTRUCTIONS**

**1. DELIVERY INSTRUCTION FOR SMALL ITEMS**

Small packages may be delivered to Building B. Deliveries should be made between 9:00 a.m. and 4:00 p.m. on Monday through Friday (except holidays). Deliveries outside these hours require prior arrangements.

**Contacts:**

<b>Chris Brown, Mechanical Engineer,</b>	<b>301-424-6421 x156</b>	<b>POC</b>
Jim Hyatt, Division Director,	301-424-6421 x116	
Sondra Adkins, Administrative Officer,	301-424-6421 x101	
Andrew Stadnik, Lab Director,	301-424-6421 x131	

**2. DELIVERY INSTRUCTIONS FOR LARGE OR HEAVY ITEMS:**

Large or heavy items must be delivered directly to the appropriate building, after checking in at Building B. Deliveries of large or heavy items should be scheduled 24 hours in advance and should be made between 9:00 a.m. and 3:00 p.m. on Monday through Friday (except holidays). Contact information is the same as above.

### 3. SAMPLE STORAGE FACILITY

Deliveries should be made between 9:00 a.m. and 4:00 p.m. on Monday through Friday (except holidays).

**Contacts:**

Terry Parks, Sample Custodian, 301-424-6421 X 156

Ralph King, Sample Custodian, 301-424-6421 x 155

Iris Parks, Director, Division of Administrative Services, 301-504-7078

#### **B. 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. Taxpayer Identification Number (TIN).
3. Invoice date (use of invoice number in addition to invoice date is prudent but not required).
4. The contract or purchase order number (see block 2 of OF347 or block 4 of SF1449 on page 1 of this order), or other authorization for delivery of goods or services.
5. Description, price and quantity of goods or services actually delivered or rendered.
6. Shipping cost terms (if applicable).
7. Payment terms.
8. ACH Vendor information which includes: the Financial Institution, routing transit number, and depositor account number. In addition please specify whether account is a checking account or savings account.
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:

Accounting Officer  
Div. of Financial Services, Room 522  
U.S. Consumer Product Safety Commission  
4330 East-West Hwy  
Bethesda, MD 20814

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 Finance Office at 301-504-7172 or 301-504-7130.

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 the Accounting Officer at (301) 504-7203 or 301-504-7130 or at the following address:

Accounting Officer  
Div. of Financial Services, Room 522  
U.S. Consumer Product Safety Commission  
4330 East-West Hwy  
Bethesda, MD 20814

Complaints related to the late payment of an invoice should be directed to Deborah Peebles Hodge, Director, Division of Financial Services at the same address (above).

D. INSPECTION & ACCEPTANCE PERIOD

Unless otherwise stated in the Statement of Work or Description, the Commission will ordinarily inspect all materials/services within three (3) working days after the date of receipt. The CPSC contact person will transmit disapproval, if appropriate. 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: Peter Nerret, Sr., Contract Specialist @ (301) 504-7033**

## **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 in the Division of Administrative Services. 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.

## **H. Directions to the U.S. Consumer Product Safety Commission Laboratory**

### **From the East – Silver Spring/Prince Georges County**

Take the Beltway, Rt. 495, outer loop, toward Baltimore , Bethesda, Frederick.  
Take Rt 270 north toward Frederick, Maryland  
At Rt. 270, take exit 6 and go west on Darnestown Rd./Rt. 28  
At the 3<sup>rd</sup> traffic light, turn left on Darnestown Road.  
Continue west to the traffic light at the Key West Blvd. intersection. Turn left.  
Pass straight through the traffic light at Muddy Branch Road.  
The second right turn has a sign "U.S. Consumer Product Safety Commission Laboratory."  
Turn right and proceed to the parking lot.  
Report to the lobby of the second building, Building B.

### **From the North, Frederick, Maryland**

Take Rt. 270 south to exit 6 west, Darnestown Rd/Rt 28.  
Turn right at the light.  
At the second traffic light turn left on Darnestown Road.  
Continue west to the traffic light at the Key West Blvd. intersection, turn left.  
Pass straight through the traffic light at Muddy Branch road.  
The second right turn has a sign "U.S. Consumer Product Safety Commission Laboratory."  
Turn right and proceed to the parking lot.  
Report to the lobby of the second building, Building B.

### **From the West (Fairfax County/Northern Virginia)**

Take 495 Capital Beltway to Maryland

At the 270/495 divide, bear left to take 270 North.

Take Rt 270 north toward Frederick, Maryland

At Rt. 270, exit 6 go west on Darnestown Rd./Rt. 28

At the 3<sup>rd</sup> traffic light, turn left on Darnestown Road.

Continue west to the traffic light at the Key West Blvd. intersection. Turn left.

Pass straight through the traffic light at Muddy Branch Road.

The second right turn has a sign "U.S. Consumer Product Safety Commission Laboratory."

Turn right and proceed to the parking lot.

Report to the lobby of the second building, Building B.

### **From CPSC Headquarters**

From the main entrance of Bethesda Towers, turn left on East-West Highway, then right on Wisconsin Ave. (route 355 North).

After passing the National Institutes of Health and Pooks Hill Road, take I-270 North (Frederick), which is the second left after Pooks Hill Road.

Take exit 6 go west on Darnestown Road (route 28).

At the 3<sup>rd</sup> traffic light, turn left on Darnestown Road.

Continue west to the traffic light at the Key West Boulevard intersection. Turn left.

Pass straight through the traffic light at Muddy Branch Road. Stay in the right lane, which ends just after our entrance.

The second right turn has a sign "U.S. Consumer Product Safety Commission Laboratory."

Turn right and proceed to the parking lot.

Report to the lobby of the second building, Building B.

**INCORPORATED BY REFERENCE**

**52.212-4 Contract Terms and Conditions-Commercial Items. (Mar 2009)**

**INCORPORATED IN FULL TEXT**

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items. (Jul 2010)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (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) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(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:

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

\_\_\_ (6) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

\_\_\_ (7) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (8) [Reserved]

\_\_\_ (9)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-6.

\_\_\_ (10)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_\_ (11) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (12)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2010) (15 U.S.C. 637(d)(4)).

- \_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_\_ (iv) Alternate III (Jul 2010) of 52.219-9.
- \_\_\_ (13) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- \_\_\_ (14) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (15)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (June 2003) of 52.219-23.
- \_\_\_ (16) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (17) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- \_\_\_ (19) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
- X\_\_\_ (20) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X\_\_\_ (21) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
- X\_\_\_ (22) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X\_\_\_ (23) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- X\_\_\_ (24) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- X\_\_\_ (25) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- \_\_\_ (26) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- \_\_\_ (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_ (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- \_\_\_ (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- \_\_\_ (ii) Alternate I (DEC 2007) of 52.223-16.
- \_\_\_ (31) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- \_\_\_ (32)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- \_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.

- \_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.
- \_\_\_ (33) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- \_\_\_ (34) 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).
- \_\_\_ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_ (38) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X\_\_\_ (39) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- \_\_\_ (40) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- \_\_\_ (41) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
- \_\_\_ (42) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- \_\_\_ (43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- \_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[Contracting Officer check as appropriate.]

- \_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- \_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (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) (Sep 2009) (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 (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- X\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
- \_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).
- \_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
- \_\_\_ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(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)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) [Reserved]

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)