

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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

1 of 10

1. DATE OF ORDER 08/23/2010	2. CONTRACT NO. (If any) CPSC-B-10-0014	6. SHIP TO: a. NAME OF CONSIGNEE Indicated on call
3. ORDER NO.	4. REQUISITION/REFERENCE NO. REQ-2400-10-0114	b. STREET ADDRESS

As per
of Secretary

5. ISSUING OFFICE (Address correspondence to) CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 517 BETHESDA MD 20814		c. CITY	d. STATE	e. ZIP CODE
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7. TO: a. NAME OF CONTRACTOR MODERN DATA PRODUCTS INC	f. SHIP VIA
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b. COMPANY NAME	8. TYPE OF ORDER	
c. STREET ADDRESS 22122 SHERMAN WAY SUITE 209	<input type="checkbox"/> a. PURCHASE REFERENCE YOUR:	<input type="checkbox"/> b. DELIVERY
d. CITY CANOGA PARK	e. STATE CA	f. ZIP CODE 91303

Except for billing instructions on the reverse, this delivery 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.

9. ACCOUNTING AND APPROPRIATION DATA Indicated on call	10. REQUISITIONING OFFICE CONSUMER PRODUCT SAFETY COMMISSION
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11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT
<input type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	Destination
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS		

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) Indicated on call	16. DISCOUNT TERMS Indicated on call
a. INSPECTION Destination	b. ACCEPTANCE Destination			

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)
	GSA Contract # GS-02E-0069U DUNS Number: [REDACTED] ATTACHED IS A BLANKET PURCHASE AGREEMENT (BPA) BETWEEN THE CONSUMER PRODUCT SAFETY COMMISSION AND THE CONTRACTOR, MODERN DATA PRODUCTS UNDER THE AGREEMENT NUMBER Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	\$0.00	17(h) TOTAL (Cont. pages)	
	21. MAIL INVOICE TO:					
	a. NAME Indicated on call					
	b. STREET ADDRESS (or P.O. Box)					
c. CITY			d. STATE	e. ZIP CODE	\$0.00	

22. UNITED STATES OF AMERICA BY (Signature)	23. NAME (Typed) Rudi M. Johnson TITLE: CONTRACTING/ORDERING OFFICER
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Rudi M. Johnson 8/26/10

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

2

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

DATE OF ORDER

CONTRACT NO.

ORDER NO.

08/23/2010

CPSC-B-10-0014

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	CPSC-B-10-0014, TO PROVIDE PRINTER SUPPLIES, TONER CARTRIDGES, (OEM AND COMPATIBLE) ROLLERS, INFUSERS, AND MAINTENANCE KITS FOR PRINTERS, SCANNERS AND FAX MACHINES, IN ACCORDANCE WITH THE ATTACHED TERMS AND CONDITIONS AND THE GSA SCHEDULE (GS-02F-0069U).					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00



BLANKET PURCHASE AGREEMENT

Date Covered: April 2010 to April 2011

CPSC-B-10-0014

ATTENTION:

Shawn Battle and Consumer Product Safety Commission
4330 East West Highway, Room 504
Bethesda, MD 20814
(301)504-6952
(301)504-7909

Hi! Good day to you!

I would like to let you know that we are providing you special pricing for a period of 1 year starting April 1, 2010 to April 30, 2011 on the following toner cartridges that you are using:

PRINTER MODEL	PART NUMBER	Description	UNIT COST
HP 3005	CTQ7551A	HP 3005 (REM) – Premium Compatible HP Q7551A Compatible Toner	59.50
HP 4515	CT364A	HP 4515 (REM) – Premium Compatible HP CC364A Compatible Toner	74.50
Xerox 8560	108R00726	Xerox 8560 Black (3pk) OEM	68.90
Xerox 8560	108R00723	Xerox 8560 Cyan (3pk) OEM	103.70
Xerox 8560	108R00724	Xerox 8560 Magenta (3/pk) OEM	103.70
Xerox 8560	108R00725	Xerox 8560 Yellow (3/pk) OEM	103.70

Please note that it's going to be free shipping & no sales tax on your orders.

Please recall that we guarantee 100% customer satisfaction. If you find that one of the products we send you is either defective or does not meet your expectations, you need to immediately call EMY in our Returns Department at (800) 511-7585 ext. 348 to be assigned a return of product (RMA) number. Please be aware that we typically have a 30-day return policy as per our suppliers.

Thanks again for the opportunity to serve you and I look forward to working with you to meet all of your printing, media and other business supply needs. Please be sure to let me know whenever I can be of assistance.

Thank you so much.

Michael Reyes
Account Executive
Modern Data Products
Email: michaelr@modernimagingolutions.com
Bus #: (800) 511-7585 ext. 317
Fax #: (877) 454-9939 - Direct Fax
GSA Contract No. - GS-02F-0069U (Modern Data Products)

BLANKET PURCHASE AGREEMENT (BPA)

BETWEEN

**THE CONSUMER PRODUCT SAFETY COMMISSION (CPSC)
AND
MODERN DATA PRODUCTS**

BPA NUMBER: CPSC-B-10-0014

1. DESCRIPTION OF AGREEMENT :

a. This is a Blanket Purchase Agreement (BPA) for supplies and goods to be delivered to the Consumer Products Safety Commission (CPSC) at 4330 East West Highway, Bethesda, Maryland and the CPSC Laboratory. The CPSC Laboratory is currently located at 10901 Darnestown Rd. (MD route 28), Gaithersburg, MD 20878. Within the next year, it will relocate to 5 Research Place in Rockville, MD and when personnel are relocated shipments may be made and services provided at the new location.

b. This Blanket Purchase Agreement (BPA) will be a Multiple Blanket Agreement (MBA) for the purchase of supplies.

c. NO FUNDS ARE OBLIGATED WITH THIS BLANKET AGREEMENT. FUNDS WILL BE OBLIGATED AT THE TIME THAT INDIVIDUAL BPA PURCHASE CALLS ARE PLACED BY AN AUTHORIZED PURCHASING OFFICIAL (APO) (SEE ATTACHMENT A) OR CONTRACTING OFFICER.

d. Additional BPA shall be established to facilitate and to ensure that the maximum practicable competition needs are met. BPA holders are required to rotate all BPA's to ensure fair and reasonable pricing is achieved.

e. Individual orders must be competed among the multiple BPA holders if the requirement is over \$2,500.00 and Best Value selections may be done when needed.

2. OBJECTIVE

a. The object of the BPA is to provide the following items in accordance with the GSA contract and the terms and conditions of this agreement.

b. The supplies shall include but not necessarily limited to the following: toner cartridges (OEM compatible) and extended Maintenance Cartridge Kits for printers, scanners and fax machine.

c. The contractor shall provide the supplies ordered on individual orders. All orders will be on a Firm-Fixed Price (FFP) basis, within the confines of the pricing established under the BPA.

d. All prices are subject to periodic price adjustment in accordance with the terms of the contractor's FSS SIN 75 200 Office product.

e. Within ten (10) business days after establishment of the BPA, the Contractor shall submit 4 copies of its most current printed full-line catalog reflecting the BPA –awarded pricing, along with an electronic format of that catalog to the Contracting Officer Project Officer or designee.

e. The contractor is strongly encourage to offer pricing under the BPA that are better than pricing offered to any other federal government agency.

3. ORDERING PROCEDURES:

a. For orders at, or below, the micro-purchase threshold. The Government shall place orders at, or below, the micro-purchase threshold with any assigned BPA contractor that can meet the government's needs. The ordering activity should attempt to distribute orders by way of rotation among contractors.

b. For orders exceeding the micro-purchase threshold. The Government shall solicit at least three (3) schedule BPA contractors that offer supplies that will meet the government's needs.

(1) The government shall compare prices before placing a call and order from the BPA contractor offering the lowest price. If both BPA contractors charge basically the same price for a supply item, then the government shall alternate orders from those BPA's.

4. PERIOD OF PERFORMANCE:

a. This Blanket Purchase Agreement (BPA) is effective 20 August 2010 until cancelled in writing by the Consumer Product Safety Commission Division of Procurement Services.

b. A BPA may extend beyond the current term of the BPA holder's GSA Schedule contract, as long as there are option period in its GSA Schedule contract that if exercised, will cover the BPA's period performance.

c. BPA's may be cancelled for the following reasons:

1. Low utilization.
2. Non-adherence to the terms and conditions of the BPA by the contractor.
3. Request by the contractor that the BPA be cancelled.
4. Unacceptable contractor performance (e.g. not meeting delivery dates, not performing services as requested).
5. The CPSC reserves the right to unilaterally cancel the BPA at any time.

5. EXTENT OF OBLIGATION

BPA's do not obligate funds. The Government is obligated only to extend of purchases that are made against this agreement by the authorized APO's or Contracting Officers.

6. PURCHASE LIMITATION

a. Individual BPA calls made against this agreement shall be based on a firm-fixed price and shall not exceed **\$10,000.00** per call placed by the APO. Any calls exceeding **\$10,000.00** shall be placed in the Division of Procurement Services.

7. PRICING: The prices quoted and charged to the Government shall be as low as or lower than those charged by the Contractor by their most favored customer for comparable services under similar terms and conditions. The Government shall be allowed any additional discounts for prompt payment. The Contractor must verify that price is fair and reasonable to CPSC and GSA upon request.

8. GOVERNMENT PURCHASE CARD:

a. Government credit card holders are allowed to use the Government purchase card (credit card) as a means of purchasing items on this BPA. The following describes the procedures to be used for ordering items under this BPA by using the Federal Government purchase card. This option to order by use of the Government purchase card is strictly an optional method of ordering by the Government and may be used in place of ordering by the OF 347. The Government does reserve the right to unilaterally terminate credit card ordering on this BPA at any time.

b. The Contractor shall accept firm fixed price orders under the BPA made by use of the authorized purchase card. The Contractor shall bill the cardholder when the order is shipped.

9. AUTHORIZED PERSONNEL:

Authorized Purchasing Officials (APO's) assigned to the blanket purchase agreement are listed in Attachment A. The APO's are authorized to solicit quotations and place BPA calls not exceeding **\$10,000.00 per call.**

10. CONTRACTOR'S RESPONSIBILITY:

The contractor shall perform the services and provide supplies as required under this Agreement in a professional manner, on the basis of the information made available, and to use the same degree of care and skill ordinarily exercised in similar circumstances by any reputable contractor performing comparable services.

11. DELIVERY TICKETS

All work being performed under this agreement shall be accompanied by delivery tickets which shall contain the following minimum information.

- a. Name of contractor.
- b. BPA order number as shown in Block #3 of this agreement.
- c. Date of Purchase
- d. Ordering office and APO's name
- e. List of supplies or services furnished
- f. Quantity, unit price, and total of each item, less applicable discounts (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is to show this information).

12. DAMAGED GOODS:

Damaged products are the Contractor's responsibility and liability. If ordered items are received in damage condition, the Contract shall replace items within five (5) business days after receipt of notification of damage at the Contractor's expense. The delivery of replaced items shall adhere to the delivery timeframes specified in the original order.

13. BILLING INSTRUCTIONS – The following instructions apply to order for which the purchase card is not used.

a. 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 on page 1 of this order), or other authorization for delivery of goods of 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 (where practicable), title, phone number and mailing address of responsible official to be notified in the event of a deficient invoice.

b. ORIGINAL VOUCHERS/INVOICES SHALL BE SENT TO:

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

14. PAYMENT

Payment will be made as close as possible to, but not later than, the 30th 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 Highway
Bethesda, MD 20814

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

15. INSPECTION & ACCEPTANCE PERIOD

All work performed under this agreement will be inspected by the Commission and maybe also be inspected by GSA at the destination point within three (3) working days.

If any work is unacceptable, the CPSC contact person will promptly transmit disapproval to the Contractor, if appropriate.

16. DEVIATIONS:

Any request for deviation from the terms of this BPA shall be submitted to the issuing contracting office for approval as shown below:

Consumer Product Safety Commission
Division of Procurement Services
4330 East West Highway
Room 517
Bethesda, Maryland 20814

17. GENERAL INFORMATION APPLICABLE TO BLANKET PURCHASE AGREEMENT CALLS

No individual Blanket Purchase Agreement (BPA) call shall be split to avoid the competition threshold of \$25,000.00 for small purchases. If a single requirement exceeds **\$10,000.00** per call, then a requisition shall be submitted to the Division of Procurement Services.

ATTACHMENT A

AUTHORIZED PURCHASING OFFICIALS

**THE FOLLOWING CPSC STAFF ARE AUTHORIZED TO PLACE AN ORDER AGAINST
THE BLANKET PURCHASE AGREEMENT WITH GEM LASER EXPRESS, INC.**

1. Jim Cline (301) 504-7001
2. Shawn Battle (301) 504-6952
3. Wanda Spinner (301) 504-7111