SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM

CONTRACT NO. CPSC-S-10-0109

1. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

2. CONTRACT NO. CPSC-S-10-0109

3. AWARD EFFECTIVE DATE 09/29/2010

4. ORDER NUMBER

5. SOLICITATION NUMBER REQ-4200-10-0061

6. SOLICITATION ISSUE DATE

7. ISSUED BY CODE FMPS

CONSUMER PRODUCT SAFETY COMMISSION
DIV OF PROCUREMENT SERVICES
4330 EAST WEST HWY
ROOM 517
BETHESDA MD 20814

8. NAME Peter Netter

9. TELEPHONE NUMBER 301-504-7033

10. OFFER DUE DATE LOCAL/LOCAL TIME

11. DELIVERY FOR FOB DESTINATION IS MARKED

12. DISCOUNT TERMS Net 30

13. THIS CONTRACT IS A RATED ORDER UNDER DFAR (19 CFR 701)

14. METHOD OF SOLICITATION

15. ADMINISTERED BY CODE FMPS

CONSUMER PRODUCT SAFETY COMMISSION
DIRECTORATE FOR LABORATORY SCIENCES
10901 DARNESTOWN ROAD
GAIThERSBURG MD 20878

16. PAYMENT WILL BE MADE BY

ROSEMOUNT ANALYTICAL INC
ATTN STEVE DONOVAN
6565P DAVIS INDUSTRIAL PARKWAY
SOLON OH 44139

17. CONTRACTOR OFFEROR

18. FACILITY CODE

19. SCHEDULE OF SUPPLIES/SERVICES

20. ITEM NO. DUNS NUMBER: 

21. QUANTITY

22. UNIT

23. UNIT PRICE

24. AMOUNT

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

AUTHORISED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 5/2008)

Prescribed by GSA - FAR (48 CFR) 52.212

Robert J. Pest

9/20/2010

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 5/2008)

Prescribed by GSA - FAR (48 CFR) 52.212

Robert J. Pest

9/20/2010
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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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.

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

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 ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER
34. VOUCHER NUMBER
35. AMOUNT VERIFIED CORRECT FOR
36. PAYMENT
37. CHECK NUMBER

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

41a. CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER
41c. DATE

42a. RECEIVED BY (Print)
42b. RECEIVED AT (Location)
42c. DATE REC'D (YY/MM/DD)
42d. TOTAL CONTAINERS
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:

**Chris Brown, Mechanical Engineer,** 301-424-6421 x156 POC
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 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, 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 3rd 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 3rd 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 3rd 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.
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)).

(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:

(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)).
(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]
   Alternate I (Oct 1995) of 52.219-6.
   Alternate II (Mar 2004) of 52.219-6.
   Alternate I (Oct 1995) of 52.219-7.
   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)).
(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
(17) 52.219-26, Small Disadvantaged Business Participation Program—
(18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-
(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
X (25) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)
(26) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the
(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(j)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
8259b).
(30)(I) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal
(ii) Alternate I (Dec 2007) of 52.223-16.
(32)(I) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act
X_ (iii) Alternate II (Jan 2004) of 52.225-3.
_ (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).
_ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
_ (40) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
_ (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.]
_ (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).


(vii) [Reserved]


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


(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)