

DP

**ORDER FOR SUPPLIES OR SERVICES**

1. CONTRACT/PURCH ORDER/AGREEMENT NO. N6Z558-02-M-5446		2. DELIVERY ORDER/CALL NO. N6Z558		3. DATE OF ORDER/CALL (YYYYMMDD) 2002 JUL 18		4. REQUISITION/PURCH REQUEST NO. SC0700-02-M-Q621		5. PRIORITY 13			
6. ISSUED BY CODE U.S. NAVAL REGIONAL CONTRACTING CENTER DETACHMENT LONDON (NRCC), BLOCK 2, WING 12, LIME GROVE, RUISLIP, MIDDX. HA4 8BX POC: JAMIE SOWARD 020-8385-5171/FAX 5334 E-MAIL: JAMIE.SOWARD@nrcc-london.navy.mil				7. ADMINISTERED BY (If other than 6) CODE DCM NORTHERN EUROPE UNIT 2, HAMPDEN CT. KINGSMEAD BUS FK LOUDWATER, HIGH WYCOMBE BUCKS, HP11 1JU TEL: 01494-430746 FAX 01494 451636				8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)			
9. CONTRACTOR CODE CUSTOM FITTINGS LTD BRADFORD ROAD CLECKHEATON WEST YORKSHIRE BD19 5LJ 01274 852066 01274 852 029 FAX CONTACT: MARK CROWTHER MARK@CUSTOMFITTINGS.CO.UK				10. DELIVER TO FOB POINT BY (Date) (YYMMDD) See Schedule		11. X IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED					
14. SHIP TO CODE GOV'T USE ONLY: W62G2T XU DEF DIST DEPOT SAN JOAQUIN 25600 S. CHRISMAN ROAD REC WHSE 10 TRACY, CA 95376-5000				15. PAYMENT WILL BE MADE BY CODE DFAS EUROPE BUILDING 3208, ROOM 306 KLEBER KASERNE, MANNHEIMER STRASSE 67657 KAISERSLAUTEN, GERMANY				MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.			
16. DELIVERY		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.									
TYPE OF ORDER		Reference your QUOTE DATED 12 JULY 2002, O2Q5641									
PURCHASE		ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.									
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED (YYMMDD)					
<input type="checkbox"/>		If this box is marked, supplier must sign Acceptance and return the following number of copies:									
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE CG: 97X4930.5CCO 000 00260 0 000000 00 000000 0000000S33150						AWARD AMOUNT US \$64.28					
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES			20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT				
	PROMPT PAYMENT ACT: Unless otherwise stated in the body of this document, contractor supplies and services provided herein are subject to the seven (7) calendar day constructive acceptance period, as stated in NAPS 5232.903.  The contractor shall contact the Transportation Branch at DCM Northern Europe, PH: +44 (0)1494 430746, Fax +44 (0)1494 451636, for shipping instructions prior to the dispatch of goods. Goods will be delivered to the UK Point of Exportation.  Exchange Rate \$1.00 = £0.625										
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA BY: JERRY CONRY		25. TOTAL	£38.96				
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:				27. SHIP. NO.		28. D.O. VOUCHER NO.		29. INITIALS			
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR			
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS		31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. CHECK NUMBER		35. BILL OF LADING NO.			
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.				37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)			
h. DATE (YYYYMMDD)		i. SIGNATURE AND TITLE OF CERTIFYING OFFICER		40. TOTAL CONTAINERS		41. S/R ACCOUNT NO.		42. S/R VOUCHER NO.			

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
0001	NOMEN: NIPPLE, PIPE P/N: AE-200-04 QUP: 001 CDD: 01 SEP 2002 OR EARLIER NSN: 4730-01-352-5937 CRITICAL APPLICATION ITEM  PKG: DEF-STAN 81-41 - BAR CODING REQUIRED  PRI: 13 CD: C TAC: S1CC TP: 03	08	EA	£4.87	£38.96  64.29

**FAR 52.211-5 Material Requirements (AUG 2000)**

As prescribed in FAR 11.304

**FAR 52.213-4 Terms and Conditions – Simplified Acquisitions (Other Than Commercial Items) (Feb 2002)**As prescribed in 13.302-5(d), insert the following clause:

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

- (1) The clauses listed below implement provisions of law or Executive order:
  - (i) 52.222-3, Convict Labor (Aug 1996) (E.O.11755).
  - (ii) 52.225-13, Restrictions on Certain Foreign Purchases (July 2000) (E.O.'s 12722, 12724, 13059, 13067, 13121, and 13129).
  - (iii) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C.3553).
- (2) Listed below are additional clauses that apply:
  - (i) 52.232-1, Payments (Apr 1984).
  - (ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
  - (iii) 52.232-11, Extras (Apr 1984).
  - (iv) 52.232-25, Prompt Payment (Feb 2002).
  - (v) 52.233-1, Disputes (Dec 1998).
  - (vi) 52.244-6, Subcontracts for Commercial Items and Commercial Components (Dec 2001).
  - (vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

- (1) The clauses listed below implement provisions of law or Executive order:
  - (i) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C.35-45) (Applies to supply contracts over \$10,000 in the United States).
  - (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O.11246) (Applies to contracts over \$10,000).
  - (iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998) (38 U.S.C.4212) (Applies to contracts over \$10,000).
  - (iv) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C.4212) (Applies to contracts of \$25,000 or more).
  - (v) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (Jan 1999) (38 U.S.C.4212) (Applies to contracts over \$10,000).
  - (vi) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C.4212) (Applies to contracts of \$25,000 or more).
  - (vii) 52.222-19, Child Labor -- Cooperation with Authorities and Remedies (Jan 2001) (E.O.13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
  - (viii) 52.223-5, Pollution Prevention and Right-to-Know Information (Dec 2001) (E.O.12856) (Applies to services performed on Federal facilities).
  - (ix) 52.225-1, Buy American Act -- Balance of Payments Program -- Supplies (Feb 2000) (41 U.S.C.10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition
    - (A) Is set aside for small business concerns; or
    - (B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)
  - (x) 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT)

and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xi) 52.232-34, Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (June 2000) (46 U.S.C.1241). (Applies to supplies transported by ocean vessels.)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (Sep 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (Jun 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[www.deskbook.osd.mil](http://www.deskbook.osd.mil)

<http://farsite.hill.af.mil>

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only 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 period of 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.

(e) *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.

(f) *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 that 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 that reasonably could have been avoided.

(g) *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.

(h) *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.

(END OF CLAUSE)

**FAR 52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997)**

As prescribed in FAR 23.303

**FAR 52.225-8 Duty-Free Entry (FEB 2000)**

As prescribed in FAR 25.1101(c)

**FAR 52.225-14 Inconsistency Between English Version and Translation of Contract (FEB 2000)**

As prescribed in FAR 25.1103(b)

**FAR 52.232-17 Interest (JUN 1996)**

As prescribed in FAR 32.617(a) and (b)

**FAR 52.246-1 Contractor Inspection Requirements (APR 1984)**

As prescribed in FAR 46.301

**FAR 52.246-2 Inspection of Supplies--Fixed-Price (AUG 1996)**

As prescribed in FAR 46.302

**FAR 52.246-15 Certificate of Conformance (APR 1984)**

As prescribed in FAR 46.315

**FAR 52.246-16 Responsibility for Supplies (APR 1984)**

As prescribed in FAR 46.316

**FAR 52.247-43 F.o.b. Designated Air Carrier's Terminal, Point of Exportation (APR 1984)**

As prescribed in FAR 47.303-15(c)

**FAR 52.247-52 Clearance and Documentation Requirements--Shipments to DOD Air or Water Terminal Transshipment Points (APR 1984)**

As prescribed in FAR 47.305-6(f)(2)

**00.000-0101 INSPECTION AND ACCEPTANCE BY DCM NE - UK (Origin) (JUN 2001) NRCC DET LON**

(a) Government inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by the office identified in block 7 of the DD Form 1155 at the Contractor's or Subcontractor's plant. The location designated for such inspection and acceptance shall not be changed without prior, written authorization of the Contracting Officer.

(b) The cognizant DCM inspector shall be notified when supplies or services are ready for Government inspection. Contact the administration office at the phone number in block 7 of the DD Form 1155.

(c) Advance notification of the cognizant inspector is required at least 7 days prior to Government inspection and/or testing of the supplies or services which are ready to be delivered.

(END OF TEXT)

**00.000-0107 DEF STAN 81-41, PRESERVATION, PACKAGING, AND PACKING  
(JAN 1999) NRCC DET LON**

(a) The supplies to be delivered hereunder shall be packaged in accordance with UK DEFCON 129 (latest edition) less paragraph 12 procedures, and DEF STAN 81-41 Level N. All preservation, packaging, and packing charges are included in the order amount.

(b) The supplies to be furnished under this order should be packed in separate containers. Each container shall be clearly marked with the quantities of each item and the ultimate destination where the supplies will be shipped by the U.S. Government.

(END OF TEXT)

**00.000-0108 MARKING FOR SHIPMENT-BAR CODING REQUIRED  
(AUG 1993) NRCC DET-LON**

Items supplied hereunder for stock shall be marked for shipment in accordance with MIL-STD-129M, Latest Revision, including bar coding in accordance with MIL-STD-1189B as clarified below:

a. The preferred bar code density (characters/inch) is standard, but densities from standard to low are acceptable. Densities are defined in MIL-STD-1189A.

b. The OGR-A characters do not have to be machine readable.

c. The bar code shall be machine readable.

d. On outer containers:

(1) The item stock number and contract number may be encoded in one line of bar code, in that order with no spaces or dashes encoded, or

(2) The item stock number and contract number may be encoded on two labels. The top label will have the stock number and the lower one will have the contract Number.

e. The preferred position of the OCR-A characters is below the bar codes but the OCR-A characters may be above the bar codes.

f. Multi-packs (shipping containers with two or more stock numbered items) shall not be bar coded.

g. On intermediate and unit packs the NSN in bar code with OCR-A below may be on the same label as the other data required by MIL-STD-129M. However, the bar code NSN will appear on top line with the OCR-A characters on the second line.

(END OF TEXT)

**00.000-0109 MARKING OF UNIT AND INTERMEDIATE PACKAGES (AUG  
1993) NRCC DET LON**

A unit package is the first tie, wrap, or container applied to a single item or a quantity thereof, or to a group of items which constitutes a complete or identifiable pack. Each unit and intermediate package shall be marked with and identified in the following order, NSN (National Stock Number), manufacturer's part number, item description as cited in the procurement document, serial number if

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applicable, quantity and unit of issue, Government purchase order number, cure date if applicable, level of preservation and date of shelf life marking if applicable. The words "National Stock Number", "item description", "quantity" and "unit of issue" shall not be made part of the markings.

(END OF TEXT)

**00.000-0110 PACKING LISTS (AUG 1993) NRCC DET-LON**

Each shipment piece shall be accompanied by a packing list indicating the Government purchase order number, NSN, and/or manufacturer's part number, item nomenclature as cited in the procurement document, quantity and unit of issue, and any additional identification as may be required by the contract. One copy of the packing list shall be placed in a waterproof envelope which shall be securely attached to the outside of the container in the most protected location, the words "packing list enclosed" shall be clearly marked on the exterior of the waterproof envelope.

(END OF TEXT)

**00.000-0111 NOTICE TO DCM UNITED KINGDOM REGARDING HAZARDOUS MATERIALS (AUG 1993) NRCC DE LON**

- (a) The contractor is responsible for notifying the Transportation Officer at DCMA NORTHERN EUROPE (UK) High Wycombe 01494-430746 upon receipt of this order if any item or component part to be supplied under this order is classified as hazardous material and is not identified in this order as being hazardous material.
- (b) The contractor is required to supply the DOT Hazard Class/Division/Compatibility Group and the UN number at least 10 days prior to shipment to the Transportation Officer, DCMA UNITED NORTHERN EUROPE (UK) Unit 2, Hampden Court, Kingsmead Business Park, Loudwater, High Wycombe, Bucks HP11 1JU, Tel (01494) 430-746, Fax (01494) 459497

(END OF TEXT)

**00.000-0117 CONSIGNEE'S NOTIFICATION TO PURCHASING ACTIVITY OF NON-RECEIPT, DAMAGE, OR NONCONFORMANCE (AUG 1993) NRCC DET LON**

The consignee shall notify the purchasing office promptly after the specified date of delivery of supplies not received, damaged in transit, or not conforming to specifications of the purchase order. Unless extenuating circumstances exist, the notification should be made not later than 60 days after the specified date of delivery.

(END OF TEXT)

**00.000-0118 INVOICING INSTRUCTIONS (WITH DD250) (AUG 1993) NRCC DET LON**

Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") to the address designated by block 13 of the DD 1155, block 10 of the SF26 or block 23 of the SF33. Invoices shall contain:

- (a) name and address of the Contractor;
- (b) invoice date;
- (c) contract number:

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- (d) description, quantity, unit of measure, unit price, and extended price of supplies delivered or service performed;
- (e) shipping and payment terms (e.g. shipment number and date of shipment, prompt payment, discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading;
- (f) name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment);
- (g) name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice;
- (h) any other information or documentation required by other requirements of the contract (such as evidence of shipment);
- (i) a copy of the signed DD form 250 shall be submitted concurrently with the invoice, The DD Form 250 number shall be cited on the invoice.

(END OF TEXT)

**00.000-0122 MATERIAL INSPECTION AND RECEIVING REPORT (DD250)  
(AUG 1993) NRCC DET-LON**

- (a) The Contractor shall contact the Transportation Branch at DCMA NORTHERN EUROPE (UK) High Wycombe prior to dispatch of goods for correct shipping address. All telephone calls concerning shipment of supplies hereunder shall be made to 01494 430746 Fax: 01494 459-497.
- (b) At the time of each delivery of supplies or services under this contract, the contractor shall prepare and furnish to the Government a Material Inspection and Receiving Report (DD FORM 250).
- (c) The contractor shall furnish a completed copy of the DD Form 250 or DD Form 1149 which details the weight, measurements, and number of shipping containers along with one copy of the packing list to DCMA NORTHERN EUROPE (UK), Unit 2, Hampden Court, Kingsmead Business Park, Loudwater, High Wycombe, Bucks HP11 1JU, Attention: Transportation Branch. The Transportation Branch will specify the required shipment markings and provide labels as necessary. Copies of the DD Form 250 and assistance in completing the forms may be obtained from the Contract Administration Office, see block 7 of the order for the telephone and fax numbers. In addition to the above, 2 copies of the DD Form 250 shall be forwarded to:

**D.S.C.C. (SC0700)**  
3990 E. Broad St.  
Columbus, OH. 43216-5000  
Attn: Dennis Wilkerson  
[Dennis\\_Wilkerson@dsccl.dla.mil](mailto:Dennis_Wilkerson@dsccl.dla.mil)  
Tel: (614) 692-4603  
Fax: (614) 693-1607

**NAVICP (N00104)**  
P.O. Box 2020  
Mechanicsburg, PA. 17055-0788  
Attn: Leslie Babil  
[leslie\\_babil@icpmech.navy.mil](mailto:leslie_babil@icpmech.navy.mil)  
Tel: (717) 605-7192  
Fax: (717) 605-3167

**D.S.C.P. (SC0500)**  
700 Robbins Ave.  
Philadelphia, PA. 19111  
Attn: Ron Woertz  
[rwoertz@dsccp.dla.mil](mailto:rwoertz@dsccp.dla.mil)  
Tel: (215) 737-4743

**NAVICP (N00383)**  
700 Robbins Ave.  
Philadelphia, PA. 19111-5098  
Attn: Cindy Hunnell  
[Cynthia\\_Hunnell@icpphil.navy.mil](mailto:Cynthia_Hunnell@icpphil.navy.mil)  
(215) 697-1142

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Fax: (215) 737-7902

(215) 697-1144

— FISC MCAS  
 Building 159, Cherry Point  
 NC. 28533-0018  
 Attn Charlotte Henderson  
hendersoncm@cherrypoint.usmc.mil  
 Tel: (252) 466-2242  
 Fax: (252) 466-2133

— DSCR (SC0400)  
 800 Jefferson Davis Highway  
 Richmond, Virginia  
 Attn: Sharon Brooks  
sbrooks@dscr.dla.mil  
 Tel: (804) 279-5138  
 Fax: (804) 279-5041

— NAVILCO  
 Attn: code 20  
 700 Robbins Avenue  
 Philadelphia, PA 1911-5095

- (d) Deliver to FOB U.K. port of exit.

(END OF TEXT)

**DFARS 252.222-7002 Compliance with Local Labor Laws (Overseas) (JUN 1997)**  
 As prescribed in DFARS 222.7201(a)

- (a) The Contractor shall comply with all--

- (1) Local laws, regulations, and labor union agreements governing work hours; and
- (2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting Officer.

(END OF TEXT)

**DFARS 252.225-7008 Supplies to be Accorded Duty-Free Entry (MAR 1998)**  
 As prescribed in DFARS 225.1101(7)

**DFARS 252.225-7009 Duty-Free Entry Qualifying Country End Products and Supplies (AUG 2000)**  
 As prescribed in DFARS 225.1101(8)

**DFARS 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (MAR 1998)**  
 As prescribed in DFARS 225.7308(a)

- (a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to a bona fide employee of the Contractor or to a bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.
- (b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract.
- (1) For sales to the Government(s) of -----, contingent fees in any amount.
  - (2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

(END OF TEXT)

**DFARS 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (DEC 1991)**

As prescribed in DFARS 225.7308(b)

No person, partnership, corporation, or other entity performing functions pursuant to this contract, shall, in employing or assigning personnel to participate in the performance of any such function, whether in the United States or abroad, take into account the exclusionary policies or practices of any foreign government where such policies or practices are based on race, religion, national origin, or sex.

(END OF TEXT)

**DFARS 252.225-7041 Correspondence in English (JUN 1997)**

As prescribed in DFARS 225.1103(2)

**DFARS 252.225-7042 Authorization to Perform (JUN 1997)**

As prescribed in DFARS 225.1103(3)

**DFARS 252.229-7000 Invoices Exclusive of Taxes or Duties (JUN 1997)**

As prescribed in DFARS 229.402-1)

**DFARS 252.229-7001 Tax Relief (JUN 1997)**

As prescribed in DFARS 229.402-70(a)

- (a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: <u>UK VAT</u>	RATE (PERCENTAGE): <u>17.5%</u>
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- (b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

- (c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(END OF TEXT)

**DFARS 252.229-7006 Value Added Tax Exclusion (United Kingdom) (Jun 1997)**

As prescribed in DFARS 229.402-70(f)

The supplies or services identified in this contract are to be delivered at a price exclusive of value added tax under arrangements between the appropriate United States authorities and Her Majesty's Customs and Excise (Reference Priv 46/7). By executing this contract, the Contracting Officer certifies that these supplies or services are being purchased for United States Government official purposes only.

(END OF TEXT)

**DFARS 252.229-7007 – Verification of United States Receipt of Goods (Jun 1997)**

As prescribed in DFARS 229.402-70(g)

The Contractor shall insert the following statement on all Material Inspection and Receiving Reports (DD Form 250 series) for Contracting Officer approval: "I certify that the items listed on this invoice have been received by the United States."

(END OF TEXT)

**DFARS 252.229-7008 – Relief from Import Duty (United Kingdom) (Jun 1997)**

As prescribed in DFARS 229.402-70(h)

Any import dutiable articles, components, or raw materials supplied to the United States Government under this contract shall be exclusive of any United Kingdom import duties. Any imported items supplied for which import duty already has been paid will be supplied at a price exclusive of the amount of import duty paid. The Contractor is advised to contact Her Majesty's (HM) Customs and Excise to obtain a refund upon completion of the contract (Reference HM Customs and Excise Notice No.431, July 1993, entitled "Relief from Customs Duty and/or Value Added Tax on United States Government Expenditures in the United Kingdom").

(END OF TEXT)

**DFARS 252.232-7008 Assignment of Claims (Overseas) (JUN 1997)**

As prescribed in DFARS 232.806(a)(1)

**DFARS 252.233-7001 Choices of Law (Overseas) (JUN 1997)**

As prescribed in DFARS 233.215-70

**DFARS 252.246-7000 Material Inspection and Receiving Report (DEC 1991)**

As prescribed in DFARS 246.370