

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH ORDER/AGREEMENT NO. N62558-04-M-4130		2. DELIVERY ORDER/CALL NO.		3. DATE OF ORDER/CALL (YYYYMMDD) 2004MAY20		4. REQUISITION/PURCH REQUEST NO. SC0700-04-S-T023		5. PRIORITY 13							
6. ISSUED BY U.S. NAVAL REGIONAL CONTRACTING CENTER DETACHMENT LONDON (NRCC), BLOCK 2, WING 12, LIME GROVE, RUISLIP, MIDDX. HA4 8RX POC: MARIA MOLL 020-8385-5559/FAX 5334 E-MAIL: maria.moll@nrcc-london.navy.mil			7. ADMINISTERED BY (If other than 6) DCMA ROCHESTER UNITED KINGDOM DOD OFFICES BAE SYSTEMS AIRPORT WORKS MAIDSTONE ROAD ROCHESTER KENT ENGLAND ME1 2XX TEL: 01634-430765 FAX: 01634-816553		8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)										
9. CONTRACTOR FN HERSTAL SA VOIE DE LIEGE, 33 B-4040 HERSTAL BELGIUM POC: DENIS CLOETENS - 00-32-42408711 E-MAIL: denis.cloetens@fnherstal.com			10. DELIVER TO FOB POINT BY (Date) (YYMMDD) DECEMBER 28, 2004 or earlier		11. X IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED										
14. SHIP TO SEE SCHEDULE *****			15. PAYMENT WILL BE MADE BY Defense Finance and Accounting Service Kleber Kaserne, Geb. 3208, Attention CO Mannheimer Strasse 218/219 67657 Kaiserslautern Germany		12. DISCOUNT TERMS NET 030		13. MAIL INVOICES TO THE ADDRESS IN BLOCK SEE BLOCK 15								
16. TYPE OF ORDER DELIVERY PURCHASE <input checked="" type="checkbox"/>			17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE KG 97X4930.5CKO 001 00260 0 000000 00 000000 000000S33150		18. TOTAL AMOUNT \$: \$ 58,580.79										
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. SHIPPING INSTRUCTIONS: The contractor shall contact the Transportation Branch at DCMA Northern Europe (UK), PH: +44 (0)1494 430746, Fax +44 (0)1494 459497, for shipping instructions prior to the dispatch of goods. Goods will be delivered to the UK Point of Exportation. The Transportation Branch will specify the required shipment markings and provide labels as necessary. Exchange Rate: \$1.00=€0.7692												
24. UNITED STATES OF AMERICA			BY: MARIA MOLL +44 (0) 288 385 5559 CONTRACTING/ORDERING OFFICER			25. TOTAL				€ 45,060.34					
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. DIFFERENCES									
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			c. DATE (YYYYMMDD)			29. D.O. VOUCHER NO.		30. INITIALS							
d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			31. PAYMENT <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR					
f. TELEPHONE NUMBER			g. E-MAIL ADDRESS			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)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NO.			
a. DATE (YYYYMMDD)			b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			42. S/R VOUCHER NO.									

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
0001	NOMEN: SUPPORT, POSITIONING P/N: 3648126676 NSN: 1005-13-116-9108 PKG: STANDARD COMMERCIAL MARKING IAW MIL STD 129 LATEST REVISION Bar Coding is required. QUP: 001 PRI: 13 CD: C TAC: S1CC TP: 3				
0001AA	SAME AS CLIN 0001 SHIP TO (For Government Use Only): W62G2T XU DEF DIST DEPOT SAN JOAQUIN 25600 S. CHRISMAN ROAD REC WHSE 10 PH 209-839-4307 TRACY, CA 95376-5000	9	EA	€ 3,466.18	€ 31,195.62 64,882.94 <i>Chg</i> 40,595.93
0001AB	SAME AS CLIN 0001 PROJ: NS1 SHIP TO (For Government Use Only): W25G1U TRANSPORTATION OFFICER DSCP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113-134 NEW CUMBERLAND, PA 17070-5001	4	EA	€ 3,466.18	€ 13,864.72 28,836.77 18,064.92

NOTES

1. Inspection and Acceptance shall be at the contractor's or subcontractor's plant. The cognizant DCMA inspector at the administration office identified in block 7 of the DD Form 1155 shall be notified 7 days prior to supplies or services being ready for Government inspection.
2. In addition to copies required by DFARS 246.370, two (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@dla.mil
Tel: (614) 692-4603
Fax: (614) 693-1607

FAR 52.252-2 (c) Clauses Incorporated by Reference (MAY 2002)

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://farsite.hill.af.mil>

**52.204-7 Central Contractor Registration (Oct 2003) DFARS 252.204-7004
Alternate A (Nov 2003)**

As prescribed in FAR 4.1104, and DFARS 52.204.1104 use the following clause:

(a) *Definitions.* As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
- (2) The Contractor's CAGE code is in the CCR database; and
- (3) The Government has validated all mandatory data fields and has marked the records "Active."

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- (A) Change the name in the CCR database;
- (B) Comply with the requirements of Subpart 42.12 of the FAR;
- (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

FAR 52.211-5 Material Requirements (AUG 2000)

FAR 52.213-4 Terms and Conditions--Simplified Acquisitions (Other Than Commercial Items) (June 2003)

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

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

FAR 52.225-13 Restrictions on Certain Foreign Purchases (JUL 2000) (DEVIATION)

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

FAR 52.232-25 Prompt Payment (FEB 2002)

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

FAR 52.246-16 Responsibility for Supplies (APR 1984)

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

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

DFARS 252.222-7002 Compliance with Local Labor Laws (Overseas) (JUN 1997)

DFARS 252.225-7013 Duty Free Entry (APRIL 2003)

DFARS 252.225-7041 Correspondence in English (JUN 1997)

DFARS 252.225-7042 Authorization to Perform (APR 2003)

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

DFARS 252.229-7001 Tax Relief (JUN 1997) Name of Tax: Belgium Tax

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

DFARS 252.229-7007 Verification of United States Receipt of Goods (JUN 1997)

DFARS 252.229-7008 Relief from Import Duty (United Kingdom) (JUN 1997)

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

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

DFARS 252.246-7000 Material Inspection and Receiving Report (MAR 2003)

- (a) 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 in the manner and the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.
- (b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area Work Flow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b) (1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

NAPS 5252.232-9000 Submission Of Invoices (Fixed Price)(JUL 1992)

- (a) "Invoice" as used in this clause does not include contractor requests for progress payments.
- (b) The contractor shall submit original invoices with copies to the address identified in the solicitation/contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).
- (c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.
- (d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.
- (e) The contractor shall prepare:
 - a separate invoice for each activity designated to receive the supplies or services.
 - a consolidated invoice covering all shipments delivered under an individual order.
 - either of the above.
- (f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.