

ORDER FOR SUPPLIES OR SERVICES

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

BPA NO.

| | | | | | |
|---|--|---|--|--|---------------------------|
| 1. DATE OF ORDER SEP 21 2005 | | 2. CONTRACT NO. (If any) V797P4328A | | 6. SHIP TO: | |
| 3. ORDER NO. DR-38-05-382 | | 4. REQUISITION/REFERENCE NO. 38-05-382 | | a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission Warehouse | |
| 5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Jeffrey L. McDermott Mail Stop T-7-I-2 Washington, DC 20555 | | | | b. STREET ADDRESS M/F: Jon K. Lobe 5008 Boiling Brook Parkway | |
| 7. TO: | | c. CITY Rockville | | d. STATE MD | e. ZIP CODE 20852-2738 |
| a. NAME OF CONTRACTOR PHILIPS ELECTRONICS NORTH AMERICA | | | | f. SHIP VIA | |
| b. COMPANY NAME | | | | 8. TYPE OF ORDER | |
| c. STREET ADDRESS 2301 5TH AVENUE, SUITE 200 | | | | <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY | |
| d. CITY SEATTLE | | | | Reference your _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated. | |
| e. STATE WA | | f. ZIP CODE 981211865 | | Except for billing instructions on the reverse, this delivery/task 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 5-8415-5C3-333 B8431 252A 31X0200 Obligate \$41,037.75 | | | | 10. REQUISITIONING OFFICE HR Office of Human Resources | |
| 11. BUSINESS CLASSIFICATION (Check appropriate box(es)) | | | | 12. F.O.B. POINT Destination | |
| <input type="checkbox"/> a. SMALL | | <input checked="" type="checkbox"/> b. OTHER THAN SMALL | | <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED | |
| <input type="checkbox"/> d. WOMEN-OWNED | | <input type="checkbox"/> e. HUBZone | | <input type="checkbox"/> i. EMERGING SMALL BUSINESS | |
| 13. PLACE OF | | 14. GOVERNMENT B/L NO. | | 15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) | |
| a. INSPECTION Rockville, MD | | b. ACCEPTANCE Rockville, MD | | See Schedule | |
| | | N/A | | N/A | |

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) |
|-----------------|--|----------------------|----------|----------------|-------------|-----------------------|
| 0001 | HEARTSTART DEFIBRILLATOR W/STANDARD CARRY CASE | 25 | EACH | 1,013.35 | \$25,333.75 | |
| 0002 | HS1 BATTERY PACK | 25 | EACH | 81.25 | \$2,031.25 | |
| 0003 | FAST RESPONSE KIT | 25 | EACH | 24.05 | \$601.25 | |
| 0004 | AED WALL SIGN | 25 | EACH | 20.80 | \$520.00 | |
| 0005 | AED CABINET, WALL SURFACE MOUNTED | 25 | EACH | 227.50 | \$5,687.50 | |
| 0006 | HS1 ADULT SMART PADS CARTRIDGE | 25 | EACH | 31.85 | \$796.25 | |
| 0007 | AED MEDICAL DIRECTION | 25 | EACH | 58.50 | \$1,462.50 | |
| 0008 | MEDIC FIRST AID DEFIBRILLATOR TRAINING | 7 | EACH | 507.00 | \$3,549.00 | |
| 0009 | PHILIPS PROGRAM MANAGEMENT | 25 | EACH | 42.25 | \$1,056.25 | |
| DUNS: 805162567 | | | | | | |

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|---|--|---------------------------|--|----------------------|--|-------------|--|
| 18. SHIPPING POINT | | 19. GROSS SHIPPING WEIGHT | | 20. INVOICE NO. | | \$41,037.75 | |
| 21. MAIL INVOICE TO: | | | | | | | |
| a. NAME U.S. Nuclear Regulatory Commission Division of Contracts, Mail Stop T-7-I-2 | | | | | | | |
| b. STREET ADDRESS (or P.O. Box) Attn: DR-38-05-382 Jeffrey L. McDermott | | | | | | | |
| c. CITY Washington | | d. STATE DC | | e. ZIP CODE 20555 | | \$41,037.75 | |

| | | | |
|--|--|---|--|
| 22. UNITED STATES OF AMERICA BY (Signature) | | 23. NAME (Typed) Elois J. Wiggins TITLE: CONTRACTING/ORDERING OFFICER | |
|--|--|---|--|

Delivery shall be made to the address in Block #6 no later than 30 days after the date in Block #1.

Reference Philips' Quote numbers: 20141737, 20162357.

A.1 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(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.

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 the FAR at Subpart 32.11) 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; and

(2) The Government has validated all mandatory data fields and has marked the record "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.

(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; and (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.

A.2 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.