

APPENDIX 3

NEGOTIATED CONTRACT		DEPARTMENT Agency for International Development	EFFECTIVE DATE 16 Nov 64	SHEET NO. 1	NO. OF SHEETS
NO. OR OTHER PURCHASE AUTH.		DISCOUNT TERMS None	CONTRACT NO. CSD-720		
ISSUED BY Agency for International Development Excess Property Regional Office c/o American Consulate General Frankfurt, Germany		MAIL INVOICES TO AID Plant Office, c/o J&M Adriaenssens N.V. 59 Polostraat Hoboken, Belgium Attn: Marshalling Site Superintendent			
CONTRACTOR (Name and Address) J & M Adriaenssens N.V. 59 Polostraat Hoboken, Belgium		PAYMENT WILL BE MADE BY U.S. Dispensing Officer Regional Finance Center Paris, France			
SHIP TO (Consignee and Address) See Schedule		DELIVERY F.O.B. ☐ DESTINATION ☐ OTHER (See Schedule) ☒			
This contract is negotiated pursuant to the Statutory Authority found in Section 503 and 535 of the Foreign Assistance Act of 1961 as amended (PL 87-195 75 Stat 424)		DELIVERY DATE (S) See Schedule Office of Administration: AID Plant Office, c/o Adriaenssens N.V. 59 Polostraat, Hoboken, Belgium Attn: Marshalling Site Superintendent			
ACCOUNTING AND APPROPRIATION DATA					
Account Nr. 72X4590 - \$200,000.00 These funds are hereby obligated					
FOR Nr: APRR 64-9-3					
CONTRACTOR REPRESENTS 1. That it ☐ IS, ☒ IS NOT, a small business concern. Generally, a small business concern for the purpose of Government procurement is a concern that (1) is not dominant in its field of operation and, with its affiliates, employs fewer than 500 employees, or (2) is certified as a small business concern by the Small Business Administration. (See Code of Federal Regulations, Title 13, Part 103, as amended, which contains the detailed definition and related procedures.) If Contractor is a small business concern and is not the manufacturer of the supplies covered by this contract, it also represents that all supplies to be furnished hereunder ☐ WILL, ☐ WILL NOT, be manufactured or produced by a small business concern in the United States, its Territories, its Possessions, or The Commonwealth of Puerto Rico. 2. That it is a ☒ REGULAR DEALER IN, ☐ MANUFACTURER OF, the supplies covered by this contract. 3. (a) That it ☐ HAS, ☒ HAS NOT, employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or secure this contract, and (b) that it ☐ HAS, ☒ HAS NOT, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above as requested by the Contracting Officer. (For interpretation of the representation, including the term "bona fide employee", see Code of Federal Regulations, Title 44, Part 150.) 4. That it operates as ☐ INDIVIDUAL ☐ PARTNERSHIP ☒ CORPORATION incorporated in the United States of America. The Contractor agrees to furnish and deliver all the supplies and perform all the services set forth in the attached Schedule, for the consideration stated therein. The rights and obligations of the parties to this contract shall be subject to and governed by the Schedule and the General Provisions. To the extent of any inconsistency between the Schedule or the General Provisions and any specifications or other provisions which are made a part of this contract, by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control. The total amount of this contract <u>shall not exceed \$1,500,000.00</u>					
J & M ADRIAENSSENS N.V. NAME OF CONTRACTOR By <u>J. Adriaenssens</u> 3 NOV 1964 SIGNATURE DATE J. ADRIAENSSENS TYPED NAME Title _____			UNITED STATES OF AMERICA By <u>Jack K. Hohl</u> 3 NOV 1964 SIGNATURE OF CONTRACTING OFFICER DATE JACK K. HOHL TYPED NAME OF CONTRACTING OFFICER		