

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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

1 14

1. DATE OF ORDER 09/26/2011		2. CONTRACT NO. (if any)		6. SHIP TO: a. NAME OF CONSIGNEE U.S. DOT/MARITIME ADMINISTRATION	
3. ORDER NO. DTMA-91-V-2011-0340		4. REQUISITION/REFERENCE NO. MA-PR612-20110062		b. STREET ADDRESS OFC of MARAD PERSONAL PROPERTY MGMT 1200 NEW JERSEY AVENUE SE ROOM E11-384	
5. ISSUING OFFICE (Address correspondence to) U.S. DOT/ Maritime Administration Office of Acquisition MAR-380 1200 NEW JERSEY AVENUE SE MAIL STOP W-28-201 WASHINGTON DC 20590-0001		c. CITY WASHINGTON		d. STATE DC	e. ZIP CODE 20590-0001
7. TO: Marc & Rich a. NAME OF CONTRACTOR LYME COMPUTER SYSTEMS, INC.		b. COMPANY NAME		f. SHIP VIA	
c. STREET ADDRESS ONE LYME COMMON PO BOX 845172		d. CITY BOSTON		e. STATE MA	f. ZIP CODE 02284
9. ACCOUNTING AND APPROPRIATION DATA See Schedule		10. REQUISITIONING OFFICE DIV. of RESERVE FLEET			
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input checked="" type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS		12. F.O.B. POINT Destination			
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		14. GOVERNMENT B/L NO.	
				15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 10/14/2011	
				16. DISCOUNT TERMS	

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)
Continued ...						

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME MARAD A/P INVOICES				\$6,353.00		17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) P.O. BOX 25710				\$6,353.00		
c. CITY OKLAHOMA CITY		d. STATE OK	e. ZIP CODE 73125			

22. UNITED STATES OF AMERICA BY (Signature) 		23. NAME (Typed) Jill M. Kline TITLE: CONTRACTING/ORDERING OFFICER	
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

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

DATE OF ORDER

CONTRACT NO.

ORDER NO.

09/26/2011

DTMA-91-V-2011-0340

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>Admin Office: U.S. DOT/Maritime Administration Office of Acquisition MAR-380 1200 New Jersey Avenue, SE Mail Stop W-28-201 Washington DC 20590-0001</p> <p>Accounting Info: 70111750HQ-2011-10PEDOE600-0000160000-31040-61006600 Period of Performance: 09/26/2011 to 10/14/2011</p> <p>Electronic Smart Board</p> <p>One (1) SMARTBoard interactive White Board System Model SBX885ix, MFR is SMARTBoard at \$6,094.00 per unit.</p> <p>One (1) SBX885ix Replacement Projector Lamp at \$259.00 per unit.</p> <p>No shipping charges</p> <p>Total cost is \$6,353.00</p> <p>Required specifications attached in addition to below specification changes requested.</p> <p>Dimensions minimum 60"x 50" Interactive touch screen capable Electronic Pen capable Network capable Short distance projector. No more than 15" from board. Windows 7 Compatible Multi user compatible</p> <p>The total amount of award: \$6,353.00. The obligation for this award is shown in box 17(i).</p>	1	EA	6,353.00	6,353.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$6,353.00

Specifications

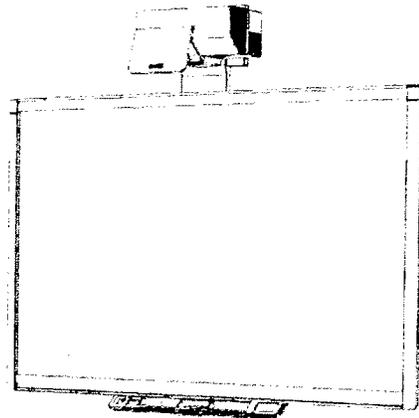
SMART Board™ interactive whiteboard system

Model SBX885ix

Physical specifications

SMART Board™ X885 interactive whiteboard

Size	78 1/2" W × 51 1/8" H × 6 1/2" D (199.4 cm × 129.9 cm × 16.5 cm)
Active screen area	(maximum interactive, projected image) 74" W × 46 1/4" H (188 cm × 117.5 cm) 87" (221 cm) diagonal 16:10 aspect ratio
Weight	60 lb. (27.2 kg)
Shipping size	87 3/4" W × 56 1/8" H × 4 3/8" D (222.9 cm × 142.6 cm × 11.1 cm)
Shipping weight	90 lb. (40.8 kg)



All dimensions +/- 1/8" (0.3 cm). All weights +/- 2 lb. (0.9 kg).

SMART UX60 projector system

Projector	17 3/8" W × 10 1/2" H × 16 1/2" D (44.1 cm × 26.7 cm × 41.9 cm)
Remote control	1 5/8" W × 3 3/8" H × 1/4" D (4.1 cm × 8.6 cm × 0.6 cm)
Weight	22 lb. (10 kg)
Shipping size	18 3/4" W × 18 1/8" H × 22 5/8" D (47.6 cm × 46 cm × 57.5 cm)
Shipping weight	38 lb. 6 oz. (17.4 kg)

Extended Control Panel (ECP)

Size	6 5/8" W × 2 1/8" H × 4 5/8" D (16.8 cm × 5.5 cm × 11.9 cm)
Shipping size	16 1/2" W × 14" H × 3" D (41.9 cm × 35.6 cm × 7.6 cm)
Shipping weight	5 lb. 11 oz. (2.6 kg)

SPECIFICATIONS

SMART Board interactive whiteboard system – Model SBX885ix

Standard features

System requirements	Windows® operating systems or Mac operating system software as detailed in smarttech.com/kb/126571 .
Software	Two software CDs are included with your interactive whiteboard: SMART Product Drivers and SMART Notebook™ collaborative learning software. Software upgrades are available from smarttech.com/software .
Environmental compliance	China EIP, WEEE and EU RoHS
Regulatory certification	UL (U.S./Canada), CB, CE, FCC, C-Tick (Australia) and VCCI (Japan)
Warranty	The projector and ECP have a three-year limited equipment warranty. The SMART UX60 projector lamp has a 500 hour/90 day warranty. Your interactive whiteboard has a two-year limited equipment warranty or a five-year limited equipment warranty upon registration. See warranty documents for details.
Power consumption	262 W when operating, 3.3 W in Standby mode
Cables	Includes the necessary cables to connect the projector to the ECP. However, you must supply the appropriate input cables for your devices.
Wire management bundle	Includes a wire management bundle that enables you to connect secondary computers to the SMART UX60 projector.

Interactive whiteboard features

Touch and gestures	Perform mouse functions with your finger, and write and erase digital ink with a pen tray pen or the eraser. The Object Awareness feature enables you to pick up a pen, and then write, select or erase without replacing the pen. This interactive whiteboard also features gesture capability, providing a natural and flexible way to interact with content.
Dual sketch capabilities	Enables two users to draw simultaneously on the interactive whiteboard surface.
Pen tray	Removable end caps for optional accessories. Optical sensors in the pen tray detect when a pen or eraser is lifted from the tray. Color buttons on the pen tray enable you to select pen color.
Pens and eraser	Two ergonomic pens with a comfort grip and a rectangular eraser
Resolution	Touch resolution is approximately 4000 × 4000.

SPECIFICATIONS

SMART Board interactive whiteboard system – Model SBX885ix

Screen surface	The hard-coated steel surface is durable, optimized for projection, compatible with dry-erase markers and easily cleaned.
Digitizing technology	Four camera DVIT™ (Digital Vision Touch) technology.
Frame finish	Two-tone gray. (Dark gray approximates Pantone® Charcoal Gray 18-0601 TPX. Light gray approximates Pantone Cool Grey 6C.)
Wall-mount bracket	Includes two 32" (81.3 cm) wide brackets, 10 screws and 10 drywall anchors to support your wall-mounted interactive whiteboard
Computer connection	16' (5 m) USB 2.0 cable
Power requirements	The pen tray obtains power from a separate power supply.
	SMART UX60 projector system features
System components	SMART UX60 projector, boom mount with a limit strap (including a controlled-collapse feature), ECP, remote control and all necessary input cables from the ECP to the projector Ultra-short-throw SMART UX60 projector, mounting bracket, ECP, remote control, cleaning cloth and all necessary input cables from the ECP to the projector
Image adjustment	The adjustment module includes five mechanical adjustments for aligning the projector image with your interactive whiteboard. The projector also has a focus dial and a digital on-screen menu for brightness, contrast and other image attributes.
Display type	WXGA 1280 × 800 projector
Display technology	The projection engine uses single chip DLP® technology by Texas Instruments™, providing Brilliant Color™ performance, High Contrast and Gamma 2.1 correction with Bright Room, Dark Room, sRGB, User and SMART Presentation modes, and a six-segment color wheel.
Brightness	Estimated at 2000 lumens (typical) at a CCT of 6500 K by the IEC method
Lamp life	2500 hours (Standard 230 W mode) or 4000 hours (Economy 190 W mode)
Aspect ratio	Native 16:10 aspect ratio Support for inputs with 16:9, 5:4 and 4:3 aspect ratios with various forms of image re-sizing to fit within the native aspect ratio
Contrast ratio	2000:1
Video system compatibility	HDTV (720p and 1080i) video system compatibility and HD-Ready (HDMI™ technology and 720p) available, NTSC, NTSC 4.43, PAL, PAL-N, PAL-M, SDTV (480i/p and 576i/p) and SECAM
Copy protection	HDCP compliant using the HDMI port

SPECIFICATIONS

SMART Board interactive whiteboard system – Model SBX885ix

Video interface compatibility	VGA (RGB or Component), S-video, composite video and HDMI
Synchronization	Auto image synchronization (auto tracking, frequency, position adjustment, source detect and phase detect)
Mounting hardware	Includes safety tether, limit strap and hardware for mounting the SMART UX60 projector on framed, hollow and solid walls.
Projector mounting template	The template ensures simple installation and accurate alignment between the SMART UX60 projector and your SMART Board X885 interactive whiteboard.
Installation instructions	The installation instructions for your SMART Board X885ix interactive whiteboard system are included in the ECP box. Don't use the installation instructions included in your SMART Board interactive whiteboard box when installing the SMART Board X885ix interactive whiteboard system. Additional documentation is available from smarttech.com/support .

Projector connections

Connector	Connect to:
Power	Power supply
3-pin power mini-DIN 5V/1A output	[Not used]
4-pin power mini-DIN 5V/2A output	ECP harness cable
7-pin mini-DIN	ECP harness cable
RS-232F (DB9)	ECP harness cable
DB15F RGB video input (VGA 1)	Primary computer (not included)
DB15F RGB video input (VGA 2)	Laptop computer harness cable
3.5 mm stereo audio-input (×2)	Stereo Y cable
DB15F RGB video output (VGA Out)	Secondary display (not included)
3.5 mm stereo audio-output	Speakers (not included)
RCA composite video input (and left and right RCA audio input)	Video source (not included) through RCA connector pod
4-pin mini-DIN S-video input (and left and right RCA audio input)	Video source (not included)
HDMI input	High definition video source (not included)
RJ45 network	Network (for SNMP access)
USB B	Computer (for service access)

I NOTE

The HDMI connector is intended for non-interactive audio-video content only, such as high-definition DVD or Blu-ray™ disc players. If you connect a cable from the HDMI port to a computer, your SMART Board interactive whiteboard will not recognize touch commands.

SPECIFICATIONS

SMART Board interactive whiteboard system – Model SBX885ix

Projector fan operating temperatures	<ul style="list-style-type: none">• Standard speed – 0' to 6000' (0 m to 1800 m): 41°F to 95°F (5°C to 35°C)• High speed – 6000' to 6800' (1800 m to 2100 m): 41°F to 86°F (5°C to 30°C)
Projector noise	36 dBA (high fan speed) or 31 dBA (standard fan speed), measured using the JIS method
Power requirements	100V AC to 240V AC, at 50 Hz to 60 Hz
Power cable	Includes a 14' 9" (4.5 m) power cable

i NOTE

There is a separate power cable for the pen tray.

External control	4-pin connector on ECP for RS-232 protocol room control systems. The cable is available separately from your authorized SMART reseller (smarttech.com/wheretobuy).
Remote control	Provides the primary method of controlling SMART UX60 projector settings
Theft protection	<p>The SMART UX60 projector system features optional security screws on the projector plate to safeguard the adjustment knobs, and two optional padlocked rings to secure the system to the mounting bracket.</p> <p>There are no projector menu options on the ECP. Keep your remote control in a safe place because the ECP is not a substitute for the remote control.</p> <p>A Kensington® security lock slot is provided to secure the system to a wall as a visual and physical theft deterrent.</p>

ECP features

Input/output connections

Connector	Connect to:
RJ11 6-wire	Pen tray
USB B	Pen tray
11-pin	ECP harness cable
4-pin	Room control
Mini USB B	Primary computer (not included) using the provided cable
Mini USB B	Laptop computer harness cable
USB A	USB drive (not included)

SPECIFICATIONS

SMART Board interactive whiteboard system – Model SBX885ix

i NOTE

RCA jacks for audio and composite video inputs are available on the separate RCA connector pod, which is included in the ECP box.

Volume control	Controls sound range
Power button	Turns the interactive whiteboard and projector on and off
Input selection button	Select the projector video and audio inputs from the available sources: <ul style="list-style-type: none">• VGA 1 (primary computer)• VGA 2 (secondary computer connected through laptop computer harness cable)• Composite• S-video• HDMI

Storage and operating specifications

Storage	<ul style="list-style-type: none">• Maximum storage temperature: 104°F (40°C)• Minimum storage temperature: -4°F (-20°C)
Operation	<ul style="list-style-type: none">• 41°F to 95°F (5°C to 35°C) from 0' to 6000' (0 m to 1800 m)• 41°F to 86°F (5°C to 30°C) from 6000' to 9800' (1800 m to 3000 m)

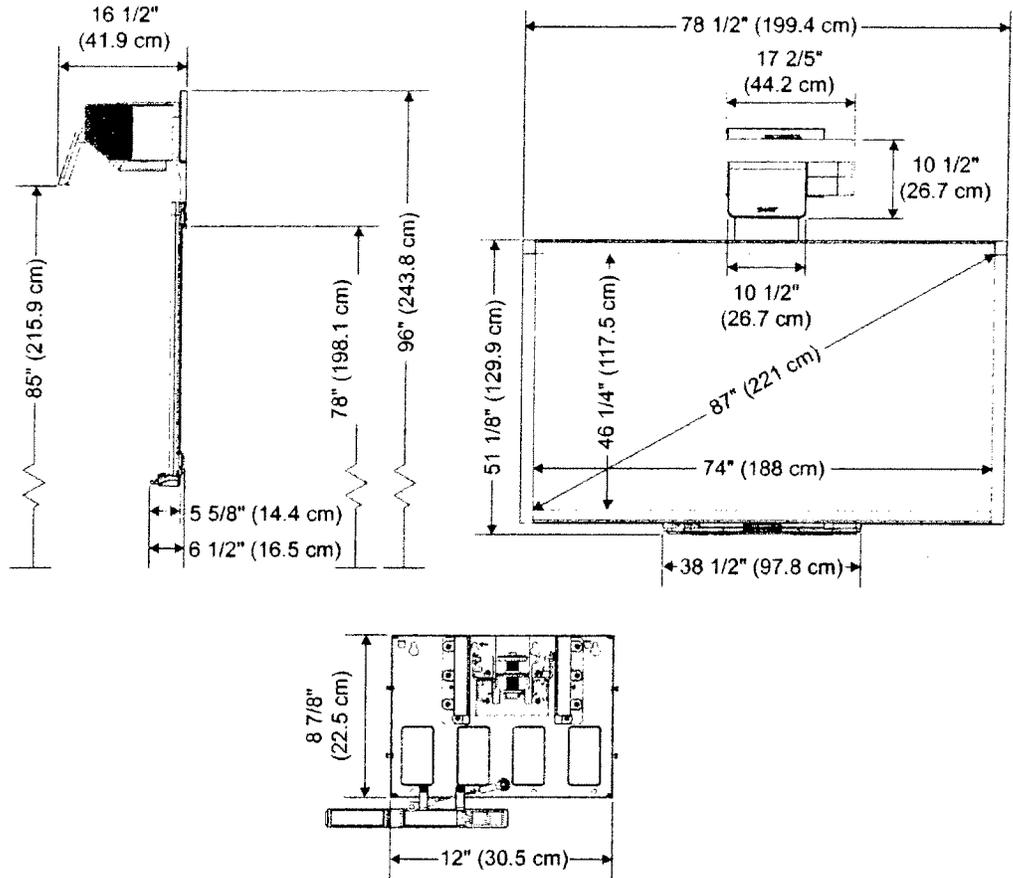
SMART order numbers

SBX885ix	87 1/8" (221.3 cm) diagonal SMART Board X885 interactive whiteboard with a SMART UX60 projector system
20-01175-20	Replacement projector lamp

SPECIFICATIONS

SMART Board interactive whiteboard system – Model SBX885ix

Physical dimensions



www.smarttech.com/support | www.smarttech.com/contactsupport
Support +1.403.228.5940 or Toll Free 1.866.518.6791 (U.S./Canada)

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COMMERCIAL CLAUSES

1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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):

<http://acquisition.gov/far/current/html/FARTOCP52.html>

Clause	Title	Date
52.212-04	Contract Terms and Conditions--Commercial Items	June 2010
52.213-02	Invoices	April 1984

2 52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS JULY 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)).
- (2) 52.233-03, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-04, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(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:

[Contracting Officer shall check as appropriate.]

____ (1) 52.203-06, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

____ (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)).

____ (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

____ (4) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (MAR 2009) (Pub. L. 111-5).

____ (5) 52.219-03, Notice of Total HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C 657a).

____ (6) 52.219-04, 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).

____ (7) [Reserved]

____ (8)(i) 52.219-06, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

____ (ii) Alternate I (Oct 1995) of 52.219-6.

____ (iii) Alternate II (Mar 2004) of 52.219-6.

____ (9)(i) 52.219-07 Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

- ___ (ii) Alternate I (Oct 1995) of 52.219-7.
- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- ___ (10) 52.219-08, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637 (d)(2) and (3)).
- ___ (11(i) 52.219-09, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ___ (13) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (14)(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.
- (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- ___ (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- (19) 52.222-03, Convict Labor (June 2003) (E.O. 11755).
- (20) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).
- ___ (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- ___ (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).
- ___ (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- ___ (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).
- ___ (26) 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.)
- ___ (27)(i) 52.223-09, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (MAY 2008) of 52.223-09 (42 U.S.C. 6962(i)(2)(C)).
- ___ (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- ___ (29)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

___ (ii) Alternate I (DEC 2007) of 52.223-16.

___ (30) 52.225-01, Buy American Act-Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___ (31)(i) 52.225-03, Buy American Act-Free Trade Agreements-Israeli Trade Act (JUNE 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___ (32) 52.225-05, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (33) 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).

___ (34) 52.226-04, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

___ (35) 52.226-05, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

___ (36) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (37) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (38) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

___ (39) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (40) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

___ (41) 52.239-01, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (42)(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.]

___ (1) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services- Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

___ (7) 52.226-06, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

___ (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 paragraphs (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) 52.219-08, 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).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) [Reserved]

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, et seq.).

(ix) 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)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009)

(xiii) 52.226-06, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-06.

(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)

3 INVOICE REQUIREMENTS

INVOICE REQUIREMENTS:

Invoices can be mailed or submitted to the following address:

U.S. Mail
MARAD, A/P Branch AMZ-160
P.O. Box 25710
Oklahoma, OK 73125

In addition, all vendors will have the option to send invoices electronically. The invoices must be in PDF format. Vendors can submit electronic invoices in the following email address:

MARADInvoices@FAA.GOV

- a. Invoices shall be submitted through Electronic Invoice System (EIS) and inform MARAD of the submittal to EIS
- b. To constitute a proper invoice, the invoice must include the following information and/or documentation
 - (1) Name of the business concern (Note this name must match the name on the contract document exactly. If another name is used on the invoice such as a Doing Business As (DBA) the name on the contract document must also be listed on the invoice document). Invoices that does not contain the name on the contract will be rejected.
 - (2) Invoice date
 - (3) Contract Number, or other authorization for supplies delivered or services performed
 - (4) Description price and quantity of supplies and services actual delivered or rendered
 - (5) Shipping and payment terms
 - (6) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
 - (7) Other substantiating documentation or information as required by the contract.

Upon completion of the web-base system, invoices shall be available on-line. The on-line version of the invoice shall provide the ACO with the capability of approving in full or partial payments or rejecting invoices in total.

ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT REQUIREMENTS

FAR 52.232-33 Payment by Electronic Funds Transfer central Contractor registration (May 1999) is included in this solicitation/contract. All Contractor payments will be made by EFT unless accepted or otherwise determined by the paying office designated in the contract.

MARAD Point of Contact
Thelma Goldring
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2nd Floor, W26-121
Washington, DC 20590