

**ORDER FOR SUPPLIES OR SERVICES**

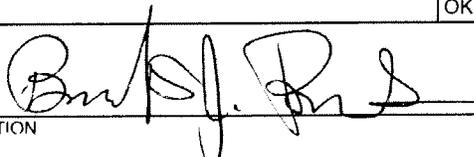
**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

1. DATE OF ORDER 08/03/2009		2. CONTRACT NO. (If any)		6. SHIP TO:			
3. ORDER NO. DTMA1V09187		4. REQUISITION/REFERENCE NO. PR600090059		a. NAME OF CONSIGNEE No Shipping Information			
5. ISSUING OFFICE (Address correspondence to) DOT/Maritime Administration, MAR-380 1200 New Jersey Ave SE, MAR380 W26-429  Washington DC 20590				b. STREET ADDRESS		c. CITY	
7. TO: a. NAME OF CONTRACTOR				d. STATE		e. ZIP CODE	
b. COMPANY NAME IMSSCO, Inc.				f. SHIP VIA			
c. STREET ADDRESS 1500 SW 5th Street				8. TYPE OF ORDER <input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR: QUOTED DATED 07/07/2009  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.		b. DELIVERY - Except for billing instructions on the reverse, this delivery 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.	
d. CITY Fort Lauderdale		e. STATE FL		f. ZIP CODE 33312-7507			
9. ACCOUNTING AND APPROPRIATION DATA See Line Item Detail				10. REQUISITIONING OFFICE DOT/Maritime Administration, MAR-613			
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> d. WOMEN-OWNED <input checked="" type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS						12. F.O.B. POINT Destination	
13. PLACE OF a. INSPECTION		b. ACCEPTANCE		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 12/31/2009	
						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)
	<b>SEE LINE ITEM DETAIL</b>					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOT. (Cont. pages)
21. MAIL INVOICE TO: Tammy Curnett						
a. NAME DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City						17(i) GRAND TOTAL \$78,950.00
b. STREET ADDRESS (or P.O. Box) MARAD A/P Branch, AMZ-150 PO Box 25710						
c. CITY Oklahoma City		d. STATE OK		e. ZIP CODE 73125		

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



**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE NO.  
3 of 14

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

DATE OF ORDER 08/03/2009	CONTRACT NO.	ORDER NO. DTMA1V09187
-----------------------------	--------------	--------------------------

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<i>See Sub CLIN for Delivery Information</i>					
0001	PFA-95 Portable Foam Applicator (Bronze Nozzle) NSN: 4210-01-486-6430 ABS Certificate of Type Approval, USCG Approved # 162.163/1/0. US Patent & Trademarked # 6,427,779.  <i>Delivery Date</i> 12/31/2009  Reference Requisition: PR600090059  Funding Information: 69 - X4303R - RF90969 - - 1600 - 00 - 96980SAF0 - 026690 - - 70096169 - - 80SA - FO - - - \$66,500.00	14.00		4,750.000	66,500.00	
0001AA	Delivery Address ProLog Staging Facility 1265 Jensen Drive Virginia Beach, VA 23451-5887 POC: Don Colley 757-422-4105  <i>Delivery Date</i> 12/31/2009					
0002	Toolkit for PFA-95 Portable Foam Applicator  <i>Delivery Date</i> 12/31/2009  Funding Information: - 69 - X4303 - RRF - 9 - 0969 - - 160000 - 96980SA - - F0026690 - 7009 - 61698 - - - 0SAF0 \$2,800.00	14.00		200.000	2,800.00	

**TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ \$69,300.00**

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE NO.  
4 of 14

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

DATE OF ORDER 08/03/2009	CONTRACT NO.	ORDER NO. DTMA1V09187
-----------------------------	--------------	--------------------------

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0003	PFA-95 shipping & insurance costs  <i>Delivery Date</i> 12/31/2009  Funding Information: - 69 - X4303 - RRF - 9 - 0969 - - 160000 - 96980SA - - F0026690 - 7009 - 61698 - - - 0SAF0 \$3,000.00	1.00		3,000.000	3,000.00	
0004	Vulcan 1% A-FFF UL Listed, shipped in 5-gal pails. Approved for use with PFA-95  <i>Delivery Date</i> 12/31/2009  Funding Information: - 69 - X4303 - RRF - 9 - 0969 - - 160000 - 96980SA - - F0026690 - 7009 - 61698 - - - 0SAF0 \$5,600.00	28.00		200.000	5,600.00	
0005	Filler Apparatus For Bladder Jacket  <i>Delivery Date</i> 12/31/2009  Funding Information: - 69 - X4303 - RRF - 9 - 0969 - - 160000 - 96980SA - - F0026690 - 7009 - 61698 - - - 0SAF0 \$350.00	14.00		25.000	350.00	

**TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i)** ➡ \$8,950.00

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE NO.  
5 of 14

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

DATE OF ORDER 08/03/2009	CONTRACT NO.	ORDER NO. DTMA1V09187
-----------------------------	--------------	--------------------------

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0006	Vulcan 1% Foam shipping costs & Filler Apparatus  <i>Delivery Date</i> 12/31/2009  Funding Information: - 69 - X4303 - RRF - 9 - 0969 - - 160000 - 96980SA - - F0026690 - 7009 - 61698 - - - 0SAF0 \$700.00	1.00		700.000	700.00	

**TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) → \$700.00**

	<b>Document No.</b> DTMA1V09187	<b>Document Title</b> Portable Foam Applicators	Page 6 of 6
--	------------------------------------	--	-------------

TABLE OF CONTENTS

1	STATEMENT OF WORK	7
2	Terms and Conditions--Simplified Acquisitions (Other Than Commercial Items)	8
SECTION D --	Packaging and Marking	11
D.1	PACKAGING AND MARKING	11
SECTION E --	Inspection and Acceptance	12
E.1	Clauses By Reference	12
SECTION G --	Contract Administration Data	13
G.1	CONTRACT ADMINISTRATION DATA	13
SECTION I --	Contract Clauses	14
I.1	Clauses By Reference	14
I.2	Notice of Total HUBZone Set-Aside	14

	<b>Document No.</b> DTMA1V09187	<b>Document Title</b> Portable Foam Applicators	Page 7 of 7
--	------------------------------------	--	-------------

## 1 STATEMENT OF WORK

1. The contractor shall warrant that each PFA-95 is constructed, utilizing materials and procedures, in a manner to ensure compliance with U.S. Coast Guard approval specifications.
2. Each foam bladder jacket shall be tested for leakage, prior to shipment, by filling the jacket with 1% Vulcan foam solution and suspending it from a rack to hang free for 30 days. At the end of the first fifteen (15) days, the jacket shall be inverted for the remaining 15 days.
3. Subsequent to the thirty (30) day leak test, each jacket shall be thoroughly inspected for visual leaks and defects, cleaned and dried prior to packaging and shipment.
4. Each PFA-95 shall be shipped with a tool kit with consumable spare parts and foam bladder jacket filler apparatus, which shall be procured via a separate purchase order.
5. One week prior to the prospective shipment date, the contractor shall provide notification to the COTR as to the expected date of shipment.
6. The Manufacturer shall ensure that the FY 09 model Portable Foam Applicator Model Bronze (BR) USCG approved as described in this Statement of Work, shall be provided as part of the PFA-95 outfitting in this purchase order in lieu of the previous model. The FY09' next generation upgraded model will be provided, which has not changed in form, fit of function i.e., all parts remain interchangeable with the previous model supplied to MARAD RRF Ships. For the new "next generation" upgraded model, grooves have been machined into the outside body of the nozzle and pistol grip thus, allowing for an approximate 50% weight reduction which further allows a better grip for the fire fighter holding the nozzle.
7. The Manufacturer shall ensure that the upgraded PFA-95 Foam Bladder Jacket, as described in this Statement of Work, shall be provided as part of the PFA-95 outfitting in this purchase order in lieu of the previous model. The Foam Bladder Jacket has been upgraded by way of changing out the previous plastic thru hull fitting to a solid brass marine type fitting for ruggedness purposes and bonded to the bladder cloth employing radio frequency bonding, This fitting passes through the jackets bladder cloth and provides a connection for the liquid concentrate foam supply flow to the ratio controller which in turn provides the flow supply of A-FFF fire fighting foam concentrate chemical to the self educting nozzle.

	<b>Document No.</b> DTMA1V09187	<b>Document Title</b> Portable Foam Applicators	Page 8 of 8
--	------------------------------------	--	-------------

2 52.213-04 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS MARCH 2009  
(OTHER THAN COMMERCIAL ITEMS)

(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) 52.222-03, Convict Labor (JUNE 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (FEB 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iv) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(v) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(vi) 52.233-03, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(vii) 52.233-04, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

(i) 52.232-01, Payments (APR 1984).

(ii) 52.232-08, Discounts for Prompt Payment (FEB 2002).

(iii) 52.232-11, Extras (APR 1984).

(iv) 52.232-25, Prompt Payment (OCT 2008).

(v) 52.233-01, Disputes (JULY 2002).

(vi) 52.244-06, Subcontracts for Commercial Items (MAR 2009).

(vii) 52.253-01, 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) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 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, Puerto Rico, or the U.S. Virgin Islands).

(iii) 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) (Applies to contracts of \$100,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUNE 1998) (29 U.S.C. 793). (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

	<b>Document No.</b> DTMA1V09187	<b>Document Title</b> Portable Foam Applicators	Page 9 of 9
--	------------------------------------	--	-------------

(v) 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) (Applies to contracts of \$100,000 or more).

(vi) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)

(vii) 52.223-05, Pollution Prevention and Right-to-Know Information (AUG 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP) will be—

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(ix) 52.225-01, Buy American Act-Supplies (FEB 2009) (41 U.S.C. 10a - 10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, 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 (OCT 2003). (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 (FEB 2006) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

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

(i) 52.209-06, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEPT 2006) (Applies to contracts over \$30,000).

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

(iii) 52.226-06, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)

(iv) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

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

(c) FAR 52.252-02, 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):

<http://acquisition.gov/far/current/html/FAROCPS2.html>

	<b>Document No.</b> DTMA1V09187	<b>Document Title</b> Portable Foam Applicators	Page 10 of 10
--	------------------------------------	--	---------------

(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.

	<b>Document No.</b> DTMA1V09187	<b>Document Title</b> Portable Foam Applicators	Page 11 of 11
--	------------------------------------	--	---------------

## SECTION D -- PACKAGING AND MARKING

### D.1 PACKAGING AND MARKING

Materials ordered shall be package for delivery according to commercially accepted standards which provides for safe and secure delivery to the destination point describe below.

	<b>Document No.</b> DTMA1V09187	<b>Document Title</b> Portable Foam Applicators	Page 12 of 12
--	------------------------------------	--	---------------

SECTION E -- INSPECTION AND ACCEPTANCE

E.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>

<b>Clause</b>	<b>Title</b>	<b>Date</b>
52.246-02	Inspection of Supplies--Fixed Price	August 1996

	<b>Document No.</b> DTMA1V09187	<b>Document Title</b> Portable Foam Applicators	Page 13 of 13
--	------------------------------------	--	---------------

## SECTION G -- CONTRACT ADMINISTRATION DATA

### G.1 CONTRACT ADMINISTRATION DATA

The Contracting Officer's Technical Representative for the order is :

Adrian Jordan  
U.S. Department of Transportation  
Division of Reserve Fleet  
1200 New Jersey Ave, S.E.  
W23-484  
Washington, DC 20590

The Administrative Contracting Officer for the order is :

Katina Barham  
U.S. Department of Transportation  
Office of Acquisition  
1200 New Jersey Ave, S.E.  
W26-410  
Washington, DC 20590

	<b>Document No.</b> DTMA1V09187	<b>Document Title</b> Portable Foam Applicators	Page 14 of 14
--	------------------------------------	--	---------------

## SECTION I -- CONTRACT CLAUSES

### I.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
52.204-07	Central Contractor Registration	April 2008

### I.2 52.219-03 NOTICE OF TOTAL HUBZONE SET-ASIDE JANUARY 1999

(a) Definition. "HUBZone small business concern," as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) General. (1) Offers are solicited only from HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a HUBZone small business concern.

(c) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for-

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than acquisition from a non-manufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(d) A HUBZone joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (c) of this clause will be performed by the HUBZone small business participant or participants.

(e) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.