

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 01/17/2007		2. CONTRACT NO. (If any)		6. SHIP TO: Don Powell	
3. ORDER NO. DTMA1V07032		4. REQUISITION/REFERENCE NO. PR600070024		a. NAME OF CONSIGNEE Department of Transportation Maritime Administration	
5. ISSUING OFFICE (Address correspondence to) DOT/Maritime Administration, MAR-380 400 Seventh Street, SW., Room 7310 Washington DC 20590				b. STREET ADDRESS 1545 Crossways BLVD, Suite G	
c. CITY Chesapeake		d. STATE VA	e. ZIP CODE 23320-2842		f. SHIP VIA
7. TO: a. NAME OF CONTRACTOR				8. TYPE OF ORDER	
b. COMPANY NAME IMSSCO, Inc.				a. PURCHASE <input type="checkbox"/>	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.
c. STREET ADDRESS 1500 SW 5th Street				REFERENCE YOUR: Quote dated December 12, 2006	
d. CITY Fort Lauderdale		e. STATE FL	f. ZIP CODE 33312-7507		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.
9. ACCOUNTING AND APPROPRIATION DATA - 69 - X4303 - 9 - 07 - 30 - - 40SAF0 - 160000 - - 2699 - 07 - 3000 - 761 - - -				10. REQUISITIONING OFFICE DOT/Maritime Administration, MAR-611	

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 checked="" type="checkbox"/> d. WOMEN-OWNED
12. F.O.B. POINT Other		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 04/30/2007
13. PLACE OF		16. DISCOUNT TERMS	
a. INSPECTION	b. ACCEPTANCE		10 days % 20 days % 30 days % days %

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)
	SEE LINE ITEM DETAIL PRHQ07246					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		17(h) TOT. (Cont. pages) 17(i) GRAND TOTAL
	21. MAIL INVOICE TO: Justin Breeden				
	a. NAME DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City				
	b. STREET ADDRESS (or P.O. Box) PRHQ07246 MARAD A/P Branch, AMZ-150 PO Box 25710				
c. CITY Oklahoma City	d. STATE OK	e. ZIP CODE 73125		\$246,654.00	

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

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

DATE OF ORDER 01/17/2007	CONTRACT NO.	ORDER NO. DTMA1V07032
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ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	PFA-95 Portable Foam Applicator Consisting of one each: Nozzle, Turbo @95 GPM, Bronze-Brass, USCG-APPROVED Jacket, AFFF@ 95 GPM Tip, Attachment, Low/Medium Expansion Ratio Controller Bracket, wall-mount Bag, Carry-All Cover, Jacket ILS Package CD 1-TIME Training Included <i>Delivery Date</i> 04/30/2007 Reference Requisition: PR600070024	51.00	EA	4,450.000	226,950.00	
0002	PFA -95 Freight and Insurance <i>Delivery Date</i> 04/30/2007 Reference Requisition: PR600070024	1.00	NTE	1,000.000	1,000.00	
0003	Vulcan 1% A-FFF UL LISTED 162, USCG APPROVED WITH THE PFA-95 5-GALLON PAILS <i>Delivery Date</i> 04/30/2007 Reference Requisition: PR600070024	102.00	EA	177.000	18,054.00	
0004	Freight <i>Delivery Date</i> 04/30/2007 Reference Requisition: PR600070024	1.00	NTE	650.000	650.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ \$246,654.00

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COMMERCIAL CLAUSES

1 52.213-03 NOTICE TO SUPPLIER

APRIL 1984

This is a firm order ONLY if your price does not exceed the maximum line item or total price in the Schedule. Submit invoices to the Contracting Officer. If you cannot perform in exact accordance with this order, Withhold Performance, and notify the Contracting Officer immediately, giving your quotation.

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SECTION D -- PACKAGING AND MARKING

D.1 PACKAGING

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

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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://www.acqnet.gov/far/current/html/FARMTOC.html>

<http://www.acqnet.gov/far/current/html/FARMTOC.html>

[Insert one or more Internet addresses]

Clause	Title	Date
52.246-02	Inspection Of Supplies--Fixed Price	August 1996

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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 52.247-29 F.O.B. ORIGIN

FEBRUARY 2006

(a) The term "f.o.b. origin," as used in this clause, means free of expense to the Government delivered--

(1) On board the indicated type of conveyance of the carrier (or of the Government, if specified) at a designated point in the city, county, and State from which the shipment will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;

(2) To, and placed on, the carrier's wharf (at shipside, within reach of the ship's loading tackle, when the shipping point is within a port area having water transportation service) or the carrier's freight station;

(3) To a U.S. Postal Service facility; or

(4) If stated in the solicitation, to any Government designated point located within the same city or commercial zone as the f.o.b. origin point specified in the contract (the Federal Motor Carrier Safety Administration prescribes commercial zones at Subpart B of 49 CFR part 372).

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2)(i) Order specified carrier equipment when requested by the Government; or

(ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;

(3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carrier's conveyance as required by carrier rules and regulations;

(4) Be responsible for any loss of and/or damage to the goods--

(i) Occurring before delivery to the carrier;

(ii) Resulting from improper packing and marking; or

(iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carrier's conveyance;

(5) Complete the Government bill of lading supplied by the ordering agency or, when a Government bill of lading is not supplied, prepare a commercial bill of lading or other transportation receipt. The bill of lading shall show--

(i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;

(ii) The seals affixed to the conveyance with their serial numbers or other identification;

(iii) Lengths and capacities of cars or trucks ordered and furnished;

(iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc.;

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(v) Special instructions or annotations requested by the ordering agency for commercial bills of lading; e.g., *"This shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the Government"*; and

(vi) The signature of the carrier's agent and the date the shipment is received by the carrier; and

(6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency.

(c) These Contractor responsibilities are specified for performance at the plant or plants at which the supplies are to be finally inspected and accepted, unless the facilities for shipment by carrier's equipment are not available at the Contractor's plant, in which case the responsibilities shall be performed f.o.b. the point or points in the same or nearest city where the specified carrier's facilities are available; subject, however, to the following qualifications:

(1) If the Contractor's shipping plant is located in the State of Alaska or Hawaii, the Contractor shall deliver the supplies listed for shipment outside Alaska or Hawaii to the port of loading in Alaska or Hawaii, respectively, as specified in the contract, at Contractor's expense, and to that extent the contract shall be "f.o.b. destination."

(2) Notwithstanding subparagraph (c)(1) of this clause, if the Contractor's shipping plant is located in the State of Hawaii, and the contract requires delivery to be made by container service, the Contractor shall deliver the supplies, at the Contractor's expense, to the container yard in the same or nearest city where seavan container service is available.

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

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

Adrian Jordan
US Department of Transportation
Maritime Administration MAR-612
Division of Reserve Fleet
400 7th Street SW, Room 2122
Washington, DC 20590

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://www.acqnet.gov/far/current/html/FARMTOC.html>

<http://www.acqnet.gov/far/current/html/FARMTOC.html>

[Insert one or more Internet addresses]

Clause	Title	Date
52.203-03	Gratuities	April 1984
52.203-06	Restrictions on Subcontractor Sales to the Government	September 2006
52.203-07	Anti-Kickback Procedures	July 1995
52.204-07	Central Contractor Registration	July 2006
52.216-24	Limitation of Government Liability	April 1984
52.219-08	Utilization of Small Business Concerns	May 2004
52.222-03	Convict Labor	June 2003
52.222-20	Walsh-Healy Public Contracts Act	December 1996
52.222-26	Equal Opportunity	April 2002
52.225-01	Buy American Act - Supplies	June 2003
52.225-13	Restrictions on Certain Foreign Purchases	February 2006
52.229-03	Federal, State, and Local Taxes	April 2003
52.232-01	Payments	April 1984
52.232-08	Discounts for Prompt Payment	February 2002
52.232-17	Interest	June 1996
52.232-25	Prompt Payment	October 2003
52.233-03	Protest after Award	August 1996
52.243-01	Changes--Fixed Price	August 1987
52.249-02	Termination for Convenience of the Government (Fixed-Price)	May 2004
52.249-08	Default (Fixed-Price Supply and Service)	April 1984

I.2 1252.242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE OCTOBER 1994

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

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