

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 05/04/2010		2. CONTRACT NO. (If any)		6. SHIP TO: a. NAME OF CONSIGNEE No Shipping Information	
3. ORDER NO. DTMA1V10219		4. REQUISITION/REFERENCE NO. PR600100079		b. STREET ADDRESS	
5. ISSUING OFFICE (Address correspondence to) DOT/Maritime Administration, MAR-380 1200 New Jersey Ave SE, MAR380 W26-429 Washington DC 20590				c. CITY	
				d. STATE	e. ZIP CODE
7. TO: a. NAME OF CONTRACTOR				f. SHIP VIA	
b. COMPANY NAME Lundeberg Maryland Seamanship School, Inc.				8. TYPE OF ORDER	
c. STREET ADDRESS 45353 St. George's Avenue, P.O. Box 75				<input checked="" type="checkbox"/> a. PURCHASE 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.	
d. CITY Piney Point		e. STATE MD	f. ZIP CODE 20674-0075		
9. ACCOUNTING AND APPROPRIATION DATA 2010 - - 701017 - 50HQ10P - EM - 0E60 - 00 - 000016000 - - - - - 23290 - 6100 - 6600 -				10. REQUISITIONING OFFICE DOT/Maritime Administration, MAR-613	
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" 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 type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS					12. F.O.B. POINT Destination
13. PLACE OF a. INSPECTION		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
b. ACCEPTANCE				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)
SEE LINE ITEM DETAIL						

<i>SEE BILLING INSTRUCTIONS ON REVERSE</i>	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOT. (Cont. pages) 17(i) GRAND TOTAL
	21. MAIL INVOICE TO: Tammy Curnett						
	a. NAME DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City						
	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		\$16,900.00	

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**

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

DATE OF ORDER 05/04/2010	CONTRACT NO.	ORDER NO. DTMA1V10219
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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	<p><i>The exact quantity of room will be ordered at a later date. Option for additional rooms may be placed on an as needed monthly basis.</i></p> <p><i>Other services may be ordered as needed at the published rate.</i></p> <p>Harry Lundeberg - Rental Space</p> <p>Space rental for March 2010 - February 2011 at the Harry Lundeberg School of Seamanship in Piney Point, MD. Space is for MARAD COOP site.</p> <p>The Government reserves the right to extend beyond the performance period indicated. This covers the period of FY 2010.</p> <p align="center"><i>Start Date End Date</i> 03/01/2010 02/28/2011</p> <p>Reference Requisition: PR600100079</p>	1.00	YR	16,900.000	16,900.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ➔ \$16,900.00

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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
52.212-01	Instructions to Offerors--Commercial Items	June 2008
52.212-04	Contract Terms and Conditions--Commercial Items	March 2009
52.212-05	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items	February 2006
52.213-02	Invoices	April 1984

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SECTION I -- CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

Clause	Title	Date
52.232-01	Payments	April 1984
52.232-33	Payment by Electronic Funds Transfer-Central Contractor Registration	October 2003
52.239-01	Privacy or Security Safeguards	August 1996
52.241-05	Contractor's Facilities	February 1995
52.252-02	Clauses Incorporated by Reference	February 1998

I.2 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT MARCH 2000

(a) The Government may extend the term of this contract by written notice to the Contractor within _____ [insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least _____ days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed _____ (months)(years).

(End of clause)

I.3 52.249-01 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) APRIL 1984

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

I.4 52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) APRIL 1984

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to--

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(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) of this clause).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.