ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER: 07/20/2010
2. CONTRACT NO. *(If any)*:
3. ORDER NO.: DTMA1V10401
4. REQUISITION/REFERENCE NO.: PRMMA100302
5. ISSUING OFFICE *(Address correspondence to)*:
DOT/Maritime Administration, MAR-380
1200 New Jersey Ave SE, MAR380 W26-429
Washington DC 20590

6. SHIP TO: Dr. Charles Schultheiss
a. NAME OF CONSIGNEE: U.S. MERCHANT MARINE ACADEMY
b. STREET ADDRESS: Dean's Office
c. CITY: Kings Point
d. STATE: NY
e. ZIP CODE: 11024-1699

7. TO:
a. NAME OF CONTRACTOR:
b. COMPANY NAME: **Nash Micro Corporation**
c. STREET ADDRESS: **24000 Highway 7, Suite 201**
d. CITY: **Shorewood**
e. STATE: **MN**
f. ZIP CODE: **55331-2939**

f. SHIP VIA:

8. TYPE OF ORDER
[X] a. PURCHASE
REFERENCE YOUR: quote
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.

9. ACCOUNTING AND APPROPRIATION DATA
7010 - - 1750MA - 2010 - - 1INP - - 000001 - 00005 - - 30000 - - - 26960 - 6100 - 6600 -

10. REQUISITIONING OFFICE: U.S. MERCHANT MARINE ACADEMY

11. BUSINESS CLASSIFICATION *(Check appropriate box(es))*
[✓] a. SMALL
[ ] b. OTHER THAN SMALL
[ ] c. DISADVANTAGED
[ ] g. SERVICE-DISABLED VETERAN-OWNED
[ ] d. WOMEN-OWNED
[ ] e. HUBZone
[ ] 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)*: 08/20/2010

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					

18. SHIPPING POINT:
19. GROSS SHIPPING WEIGHT:
20. INVOICE NO.:
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

SEE BILLING INSTRUCTIONS ON REVERSE

17(h) TOT. *(Cont. pages)*:

17(i) GRAND TOTAL: $10,967.73

22. UNITED STATES OF AMERICA BY *(Signature)*: Delores Bryant

23. NAME *(Typed)*: Delores Bryant
TITLE: CONTRACTING/ORDERING OFFICER

SUPPLEMENTAL INVOICING INFORMATION

If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is on (or attached to) the order: "Payment is requested in the amount of $_____. No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided; contract number (if any), order number, item number(s), description of supplies or service, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed $10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.

RECEIVING REPORT

Quantity in the "Quantity Accepted" column on the face of this order has been: ☐ inspected, ☐ accepted, ☐ received by me and conforms to contract. Items listed below have been rejected for the reasons indicated.

SHIPMENT NUMBER	PARTIAL		DATE RECEIVED	SIGNATURE OF AUTHORIZED U.S. GOV'T REP.	DATE
	FINAL				
TOTAL CONTAINERS	GROSS WEIGHT		RECEIVED AT	TITLE	

REPORT OF REJECTIONS

ITEM NO.	SUPPLIES OR SERVICES	UNIT	QUANTITY REJECTED	REASON FOR REJECTION

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
07/20/2010		DTMA1V10401

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DEAN 10-056					
	DUNS 602942554					
	DBA FINAL CLICK, THE					
0001	Universal Ceiling Mount - Black 116141 RPAU	25.00	EA	121.330	3,033.25	
	Delivery Date 08/20/2010					
	Reference Requisition: PRMMA100302					
0002	Offset Fixed Ceiling PL. 1-1/2 103720 CMA330	31.00	EA	33.370	1,034.47	
	Delivery Date 08/20/2010					
0003	Extension Adjustable Column 2-3 FT 103680 CMS0203	31.00	EA	76.570	2,373.67	
	Delivery Date 08/20/2010					
0004	SMART-Lift Projector Hanger Bracket 118432-2 SLB-218	1.00	EA	89.210	89.21	
	Delivery Date 08/20/2010					
0005	SMART-Lift Projector Hanger Bracket 118539 SLB-U	1.00	EA	89.210	89.21	
	Delivery Date 08/20/2010					
0006	102747 Chief SL236SP SMART-Lift for Suspended Ceiling	2.00	EA	2,173.960	4,347.92	
	Delivery Date 08/20/2010					
0007	Shipping at no cost per quote	0.00		0.000	0.00	
	Delivery Date 08/20/2010					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) → $10,967.73

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COMMERCIAL CLAUSES

1 INVOICE REQUIREMENTS

INVOICE REQUIREMENTS:

Invoices can be mailed or submitted to the following address:

U.S. Mail
MARAD, A/P Branch AMZ-150
P.O. Box 2570
Oklahoma, OK 73125

FEDEX
MARAD A/P Branch, AMZ
6500 S. MACARTHUR BLVD.
Oklahoma, City, OK 73169

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 much 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 FUNS TRANSFER (EFT) PAYMENT REQUIREMENTS

FAR 52.223-33 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.

POINTS OF CONTACT

a. PROCURING CONTRACTING OFFICER (PCO)

Bruce Markman
U.S. Department of Transportation
Maritime Administration
Office of Acquisition MAR380
1200 New Jersey Avenue, S.E. - W28/201
Washington, D.C. 20590
Telephone: (202) 366-1942
E-mail Address: bruce.markman@dot.gov

b. LOCAL CONTRACT ADMINISTRATION

All Correspondence shall be directed to the Procuring Contracting Officer except as otherwise specified.

2 52.213-04 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) APRIL 2010

(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 (JUNE 2008) (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 (APR 2010).

(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 (AUG 2009) (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.)

(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 energyconsuming 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):

[Insert one or more Internet addresses]

(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.