

2. CONTRACT NO. \_\_\_\_\_ 3. AWARD/EFFECTIVE DATE: 02/14/2013 4. ORDER NUMBER: DTMA-91-P-2013-0052 5. SOLICITATION NUMBER \_\_\_\_\_ 6. SOLICITATION ISSUE DATE \_\_\_\_\_

7. FOR SOLICITATION INFORMATION CALL: Lisa Miles a. NAME: Lisa Miles b. TELEPHONE NUMBER (No collect calls): 202.366.6955 8. OFFER DUE DATE/LOCAL TIME \_\_\_\_\_

9. ISSUED BY: U.S. DOT/ Maritime Administration  
 Office of Acquisition MAR-380  
 1200 NEW JERSEY AVENUE SE  
 MAIL STOP W-28-201  
 WASHINGTON DC 20590-0001  
 CODE: 00091  
 10. THIS ACQUISITION IS:  UNRESTRICTED OR  SET ASIDE: % FOR: \_\_\_\_\_  
 SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 316210  
 HUBZONE SMALL BUSINESS  ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) SIZE STANDARD: 1000  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE 12. DISCOUNT TERMS \_\_\_\_\_ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING \_\_\_\_\_ 14. METHOD OF SOLICITATION:  RFQ  IFB  RFP

15. DELIVER TO: U.S Merchant Marine Academy  
 U.S. DOT/Maritime Administration  
 300 Steamboat Road  
 Kings Point NY 11024-1699  
 CODE: 00095  
 16. ADMINISTERED BY: U.S. Merchant Marine Academy  
 Division of Procurement  
 USMMA-5206  
 300 Steamboat Road  
 Kings Point NY 11024-1699  
 CODE: 00095

17a. CONTRACTOR/OFFEROR: WOLVERINE WORLD WIDE, INC.  
 Attn: BRENDA VUGTEVEEN  
 9341 Courtland Dr. NE  
 Rockford MI 49351-0001  
 CODE: 006015069 FACILITY CODE: \_\_\_\_\_  
 TELEPHONE NO.: 616-866-6251  
 18a. PAYMENT WILL BE MADE BY: MARAD A/P INVOICES  
 P.O. BOX 25710  
 OKLAHOMA CITY OK 73125  
 CODE: AMZ-160 (US. MAI)

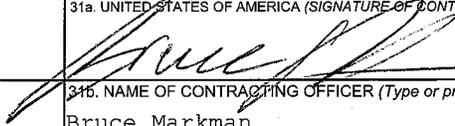
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Confirming Order Placed With: BRENDA VUGTEVEEN, Do Not Duplicate Women's and Men's White Leather Oxford shoes (WHITE LEATHER OXFORD) FOR ISSUES #5 and 15 to be delivered to the US Merchant Marine Academy (USMMA) NLT June 14, 2013. The primary POC for this effort at the USMMA is Mr. Geoffrey Boger who can be reached at 516-726-5636. Delivery: 06/14/2013 Period of Performance: 02/14/2013 to 06/14/2013 Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: 70131750MA-2013-1MSP000006-0000540000-26860-61006600  
 26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$26,855.52

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.  
 29. AWARD OF CONTRACT: REF. Fedbid451624 01 OFFER DATED 02/13/2013. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR \_\_\_\_\_ 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER):   
 30b. NAME AND TITLE OF SIGNER (Type or print): \_\_\_\_\_ 30c. DATE SIGNED: \_\_\_\_\_ 31b. NAME OF CONTRACTING OFFICER (Type or print): Bruce Markman 31c. DATE SIGNED: 03/05/2013

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	SHOE, WOMENS WHITE LEATHER OXFORD, SIZE 6M SEE NOTES FOR PRODUCT DETAILS.	2	EA	59.22	118.44
0002	SHOE, WOMENS WHITE LEATHER OXFORD, SIZE 6W	1	EA	59.22	59.22
0003	SHOE, WOMENS WHITE LEATHER OXFORD, SIZE 6-1/2M	1	EA	59.22	59.22
0004	SHOE, WOMENS WHITE LEATHER OXFORD, SIZE 6-1/2W	2	EA	59.22	118.44
0005	SHOE, WOMENS WHITE LEATHER OXFORD, SIZE 7N	2	EA	59.22	118.44
0006	SHOE, WOMENS WHITE LEATHER OXFORD, SIZE 7M	1	EA	59.22	59.22
0007	SHOE, WOMENS WHITE LEATHER OXFORD, SIZE 7W	1	EA	59.22	59.22
0008	SHOE, WOMENS WHITE LEATHER OXFORD, SIZE 7-1/2M	2	EA	59.22	118.44
0009	SHOE, WOMENS WHITE LEATHER OXFORD, SIZE 7-1/2W	4	EA	59.22	236.88
Continued ...					

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT ( <i>Location</i> )		
			42c. DATE REC'D ( <i>YY/MM/DD</i> )		42d. TOTAL CONTAINERS

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NAME OF OFFEROR OR CONTRACTOR

WOLVERINE WORLD WIDE, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0010	SHOE, WOMENS WHITE LEATHER OXFORD, SIZE 7-1/2WW	1	EA	59.22	59.22
0011	SHOE, WOMENS WHITE LEATHER OXFORD, SIZE 8M	6	EA	59.22	355.32
0012	SHOE, WOMENS WHITE LEATHER OXFORD, SIZE 8W	1	EA	59.22	59.22
0013	SHOE, WOMENS WHITE LEATHER OXFORD, SIZE 8WW	1	EA	59.22	59.22
0014	SHOE, WOMENS WHITE LEATHER OXFORD, SIZE 8-1/2M	4	EA	59.22	236.88
0015	SHOE, WOMENS WHITE LEATHER OXFORD, SIZE 8-1/2W	3	EA	59.22	177.66
0016	SHOE, WOMENS WHITE LEATHER OXFORD, SIZE 8-1/2WW	1	EA	59.22	59.22
0017	SHOE, WOMENS WHITE LEATHER OXFORD, SIZE 9M	4	EA	59.22	236.88
0018	SHOE, WOMENS WHITE LEATHER OXFORD, SIZE 9W	1	EA	59.22	59.22
0019	SHOE, WOMENS WHITE LEATHER OXFORD, SIZE 9WW	1	EA	59.22	59.22
0020	SHOE, WOMENS WHITE LEATHER OXFORD, SIZE 9-1/2M	3	EA	59.22	177.66
0021	SHOE, WOMENS WHITE LEATHER OXFORD, SIZE 9-1/2W	2	EA	59.22	118.44
0022	SHOE, WOMENS WHITE LEATHER OXFORD, SIZE 9-1/2WW	1	EA	59.22	59.22
0023	SHOE, WOMENS WHITE LEATHER OXFORD, SIZE 10M	3	EA	59.22	177.66
0024	SHOE, WOMENS WHITE LEATHER OXFORD, SIZE 10W	1	EA	59.22	59.22
0025	SHOE, WOMENS WHITE LEATHER OXFORD, SIZE 10WW	1	EA	59.22	59.22

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NAME OF OFFEROR OR CONTRACTOR

WOLVERINE WORLD WIDE, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0026	SHOE, WOMENS WHITE LEATHER OXFORD, SIZE 10-1/2W	1	EA	59.22	59.22
0027	SHOE, MENS WHITE LEATHER, SIZE 7D SEE NOTES FOR PRODUCT DETAILS.	3	EA	59.22	177.66
0028	SHOE, MENS WHITE LEATHER, SIZE 7E	2	EA	59.22	118.44
0029	SHOE, MENS WHITE LEATHER, SIZE 7.5 D	5	EA	59.22	296.10
0030	SHOE, MENS WHITE LEATHER, SIZE 7.5 E	3	EA	59.22	177.66
0031	SHOE, MENS WHITE LEATHER, SIZE 8D	3	EA	59.22	177.66
0032	SHOE, MENS WHITE LEATHER, SIZE 8E	4	EA	59.22	236.88
0033	SHOE, MENS WHITE LEATHER, SIZE 8EEE	2	EA	59.22	118.44
0034	SHOE, MENS WHITE LEATHER, SIZE 8.5 D	10	EA	59.22	592.20
0035	SHOE, MENS WHITE LEATHER, SIZE 8.5 E	5	EA	59.22	296.10
0036	SHOE, MENS WHITE LEATHER, SIZE 9D	20	EA	59.22	1,184.40
0037	SHOE, MENS WHITE LEATHER, SIZE 9E	16	EA	59.22	947.52
0038	SHOE, MENS WHITE LEATHER, SIZE 9.5 C	2	EA	59.22	118.44
0039	SHOE, MENS WHITE LEATHER, SIZE 9.5 D	36	EA	59.22	2,131.92
0040	SHOE, MENS WHITE LEATHER, SIZE 9.5 E	3	EA	59.22	177.66

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NAME OF OFFEROR OR CONTRACTOR

WOLVERINE WORLD WIDE, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0041	SHOE, MENS WHITE LEATHER, SIZE 10C	1	EA	59.22	59.22
0042	SHOE, MENS WHITE LEATHER, SIZE 10D	37	EA	59.22	2,191.14
0043	SHOE, MENS WHITE LEATHER, SIZE 10E	24	EA	59.22	1,421.28
0044	SHOE, MENS WHITE LEATHER, SIZE 10EEE	8	EA	59.22	473.76
0045	SHOE, MENS WHITE LEATHER, SIZE 10-1/2 D	36	EA	59.22	2,131.92
0046	SHOE, MENS WHITE LEATHER, SIZE 10-1/2 E	26	EA	59.22	1,539.72
0047	SHOE, MENS WHITE LEATHER, SIZE 10-1/2 EEE	10	EA	59.22	592.20
0048	SHOE, MENS WHITE LEATHER, SIZE 11D	20	EA	59.22	1,184.40
0049	SHOE, MENS WHITE LEATHER, SIZE 11E	6	EA	59.22	355.32
0050	SHOE, MENS WHITE LEATHER, SIZE 11EEE	4	EA	59.22	236.88
0051	SHOE, MENS WHITE LEATHER, 11-1/2 C	1	EA	59.22	59.22
0052	SHOE, MENS WHITE LEATHER, 11-1/2 D	18	EA	59.22	1,065.96
0053	SHOE, MENS WHITE LEATHER, 11-1/2 E	12	EA	59.22	710.64
0054	SHOE, MENS WHITE LEATHER, 11-1/2 EEE	5	EA	59.22	296.10
0055	SHOE, MENS WHITE LEATHER, 12 D	24	EA	59.22	1,421.28
0056	SHOE, MENS WHITE LEATHER, 12 E	10	EA	59.22	592.20
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NAME OF OFFEROR OR CONTRACTOR

WOLVERINE WORLD WIDE, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0057	SHOE, MENS WHITE LEATHER, 12 EEE	7	EA	59.22	414.54
0058	SHOE, MENS WHITE LEATHER, 13 D	6	EA	59.22	355.32
0059	SHOE, MENS WHITE LEATHER, 13 E	5	EA	59.22	296.10
0060	SHOE, MENS WHITE LEATHER, 13 EEE	2	EA	59.22	118.44
0061	SHOE, MENS WHITE LEATHER, 14 D	2	EA	59.22	118.44
0062	SHOE, MENS WHITE LEATHER, 14 E	2	EA	59.22	118.44
0063	GROUND SHIPPING				1,331.70

The total amount of award: \$26,855.52. The obligation for this award is shown in box 26.

## 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.

  X (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.]

  X (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-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](mailto:bruce.markman@dot.gov)

b. LOCAL CONTRACT ADMINISTRATION

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