

**SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER  
 PRBRF080025  
 PAGE 1 OF 11

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 05/30/2008 4. ORDER NUMBER DTMA3P08002 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE

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

9. ISSUED BY CODE 00091  
 DOT/ Maritime Administration, MAR-380  
 1200 New Jersey Ave SE, MAR380 W26-429  
 Washington, DC 20590  
 TEL: (202) 366-5757 ext.  
 FAX: (202) 366-3237 ext.

10. THIS ACQUISITION IS  
 UNRESTRICTED OR  SET ASIDE: 100.00% FOR:  
 SMALL BUSINESS  EMERGING SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  8(A)  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  
 NAICS: 33149  
 SIZE STANDARD: 501-750

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 CODE  
 See Line Item Detail and Shipping Detail  
 Attn:

16. ADMINISTERED BY CODE 00093  
 DOT/ Maritime Administration, CR Acquisition  
 500 POYDRAS ST., ROOM 1223  
 NEW ORLEANS, LA 70130-3394

17a. CONTRACTOR/OFFEROR CODE \* FACILITY CODE  
 Mesa Products, Inc  
 4445 S 74th East Ave,  
 Tulsa, OK 74145-4710  
 TELEPHONE NO. (281) 445-8700 ext.

18a. PAYMENT WILL BE MADE BY CODE AMZ150  
 DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City  
 MARAD A/P Branch, AMZ-150 PO Box 25710  
 Oklahoma City, OK 73125

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
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA See Line Item Detail 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$ 42,165.00

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 HEREIN

29. AWARD OF CONTRACT. REF. \_\_\_\_\_ OFFER DATED \_\_\_\_\_ 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)  
 E.K. BATOLSKI, JR.

31c. DATE SIGNED  
 05/30/2008

19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT

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>	
	42b. RECEIVED AT <i>(Location)</i>	
	42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	

<b>Line Item Summary</b>	<b>Document Number</b> DTMA3P08002	<b>Title</b> PRBRF080025/CATHODICS	<b>Page</b> 3 of 11
--------------------------	---------------------------------------	---------------------------------------	------------------------

**Total Funding:** \$42,165.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
See Line Item(s)											
Division		Closed FYs		Cancelled Fund							

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
------------------	-------------	---	----------	---------------	------------	------------------------------------

EEJH 08 0015 Cathodics

0001	Wire	06/13/2008	2,000.00	FT	\$14.850	\$ 29,700.00
------	------	------------	----------	----	----------	--------------

.125 dia Platinized Niobium Wire with 50 microinch PT  
 Ref Req No: PRBRF080025  
 Funding Information:  
 2008 - - x4303 - 970 - 76 - NDA0 - 0 - 0000 - 000000 - 70 - 086170 -  
 76 - NDA0 - 26960 - 6100 - 6600 -  
 \$29,700.00

0001AA	Delivery charge from Shrewsbury, MA for CLIN 0001	06/13/2008	1.00	EA	\$80.000	\$ 80.00
--------	---	------------	------	----	----------	----------

Funding Information:  
 2008 - - X4303 - 970 - 76 - NDA0 - 0 - 0000 - 000000 - 70 - 086170 -  
 76 - NDA0 - 26960 - 6100 - 6600 -  
 \$80.00

0002	Electrode	06/27/2008	10.00	EA	\$148.000	\$ 1,480.00
------	-----------	------------	-------	----	-----------	-------------

Silver-Silver Chloride Reference Electrode with 25 ft. #14 wire.  
 Ref Req No: PRBRF080025  
 Funding Information:  
 2008 - - x4303 - 970 - 76 - NDA0 - 0 - 0000 - 000000 - 70 - 086170 -  
 76 - NDA0 - 26960 - 6100 - 6600 -  
 \$1,480.00

0002AA	Shipping from Ontario, CA for CLIN 0002	06/27/2008	1.00	EA	\$40.000	\$ 40.00
--------	---	------------	------	----	----------	----------

Funding Information:  
 2008 - - X4303 - 970 - 76 - NDA0 - 0 - 0000 - 000000 - 70 - 086170 -  
 76 - NDA0 - 26960 - 6100 - 6600 -  
 \$40.00

<b>Line Item Summary</b>	Document Number DTMA3P08002	Title PRBRF080025/CATHODICS	Page 4 of 11
--------------------------	--------------------------------	--------------------------------	-----------------

Total Funding: \$42,165.00

FYs Fund Budget Org Sub Object Class Sub Program Cost Org Sub Proj/Job No. Sub Reporting Category

See Line Item(s)

Division Closed FYs Cancelled Fund

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
------------------	-------------	---	----------	---------------	------------	------------------------------------

0003	Rectifier	07/18/2008	3.00	EA	\$3,580.000	\$ 10,740.00
Universal Rectifier, Rectifiers Model APAI, Primary 230/460 VAC, Secondary 24VDC 150A Ref Req No: PRBRF080025 Funding Information: 2008 - - x4303 - 970 - 76 - NDA0 - 0 - 0000 - 000000 - 70 - 086170 - 76 - NDA0 - 26960 - 6100 - 6600 - \$10,740.00						
0003AA	Ship from Rosenberg, TX for CLIN 0003	07/18/2008	1.00	EA	\$125.000	\$ 125.00
Funding Information: 2008 - - X4303 - 970 - 76 - NDA0 - 0 - 0000 - 000000 - 70 - 086170 - 76 - NDA0 - 26960 - 6100 - 6600 - \$125.00						
<b>Total Cost:</b>						\$42,165.00

<b>Address Detail</b>	<b>Title</b> PRBRF080025/CATHODICS	<b>Document Number</b> DTMA3P08002	<b>Page</b> 5 of 11
-----------------------	---------------------------------------	---------------------------------------	------------------------

### Shipping Addresses

Code	Detail	Code	Detail
0001	<b>Org:</b> Beaumont Reserve Fleet <b>Addr:</b> 2600 Amoco Road (MAR-616.6)  Beaumont TX 77705-0415 <b>Attn:</b> Hickey John, Fleet Program Manager <b>Phone:</b> (409) 722-3433 ext. <b>Fax:</b> ( ) - ext.	0002	<b>Org:</b> Beaumont Reserve Fleet <b>Addr:</b> 2600 Amoco Road (MAR-616.6)  Beaumont TX 77705-0415 <b>Attn:</b> Hickey John, Fleet Program Manager <b>Phone:</b> (409) 722-3433 ext. <b>Fax:</b> ( ) - ext.

### Invoice Addresses

Code	Detail	Code	Detail
0001	<b>Org:</b> DOT/ Enterprise Services Center (ESC) OFO/FAA, <b>Addr:</b> MARAD A/P Branch, AMZ-150 PO Box 25710  Oklahoma City OK 73125 <b>Attn:</b> Tammy Curnett, Lead Accounting Technician <b>Phone:</b> (405) 954-2063 ext. <b>Fax:</b> (405) 954-9573 ext.	0002	<b>Org:</b> DOT/ Enterprise Services Center (ESC) OFO/FAA, <b>Addr:</b> MARAD A/P Branch, AMZ-150 PO Box 25710  Oklahoma City OK 73125 <b>Attn:</b> Christy Remington, Accounting Technician <b>Phone:</b> (405) 954-1693 ext. <b>Fax:</b> (405) 954-1270 ext.

	Document No. DTMA3P08002	Document Title PRBRF080025/CATHODICS	Page 6 of 11
--	-----------------------------	---	--------------

TABLE OF CONTENTS

COMMERCIAL CLAUSES	7
1    Clauses By Reference	7
2    Contract Terms and Conditions Required to Implement Statutes or Executive Orders-- Commercial Items	7
SECTION F -- Deliveries or Performance	11
F.1    F.O.B. Destination	11

	Document No. DTMA3P08002	Document Title PRBRF080025/CATHODICS	Page 7 of 11
--	-----------------------------	---	--------------

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/FARFCOP52.html>

Clause	Title	Date
52.212-04	Contract Terms and Conditions--Commercial Items	February 2007

2 52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS FEBRUAR Y 2008

(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) 52.233-03, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (2) 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) 52.219-03, Notice of Total HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C 657a).

\_\_\_ (3) 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).

\_\_\_ (4) [Reserved]

\_\_X\_ (5)(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.

\_\_\_ (6)(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.

\_\_\_ (7) 52.219-08, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637 (d)(2) and (3)).

	Document No. DTMA3P08002	Document Title PRBRF080025/CATHODICS	Page 8 of 11
--	-----------------------------	---	--------------

- \_\_\_ (8)(i) 52.219-09, Small Business Subcontracting Plan (NOV 2007) (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.
- \_\_\_ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- \_\_\_ (10) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (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.
- \_\_\_ (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- \_X\_ (15) 52.219-28, Post Award Small Business Program Rerepresentation (JUNE 2007) (15 U.S.C. 632(a)(2)).
- \_X\_ (16) 52.222-03, Convict Labor (June 2003) (E.O. 11755).
- \_X\_ (17) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).
- \_X\_ (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- \_X\_ (19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- \_\_\_ (20) 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).
- \_X\_ (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- \_\_\_ (22) 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).
- \_\_\_ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- X\_ (24)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).
- \_\_\_ (ii) Alternate I (AUG 2007) of 52.222-50.
- \_\_\_ (25)(i) 52.223-09, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- \_\_\_ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- \_\_\_ (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- \_\_\_ (27)(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.

	Document No. DTMA3P08002	Document Title PRBRF080025/CATHODICS	Page 9 of 11
--	-----------------------------	---	--------------

  X   (28) 52.225-01, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).

  X   (29)(i) 52.225-03, Buy American Act—Free Trade Agreements—Israeli Trade Act (AUG 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169.

  X   (ii) Alternate I (Jan 2004) of 52.225-3.

       (iii) Alternate II (Jan 2004) of 52.225-3.

       (30) 52.225-05, Trade Agreements (NOV 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

  X   (31) 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).

       (32) 52.226-04, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

       (33) 52.226-05, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

       (34) 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)).

       (35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

  X   (36) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

       (37) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

       (38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

       (39) 52.239-01, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

       (40)(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.]

       (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) (NOV 2006) (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 (Feb 2002) (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 (NOV 2007) (41 U.S.C. 351, et seq.).

       (7) 52.237-11, Accepting and Dispensing of \$1 Coin (AUG 2007) (31 U.S.C. 5112(p)(1)).

	Document No. DTMA3P08002	Document Title PRBRF080025/CATHODICS	Page 10 of 11
--	-----------------------------	---	---------------

(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 (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, 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.

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

(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).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, et seq.).

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 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.).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

(xi) 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)

	Document No. DTMA3P08002	Document Title PRBRF080025/CATHODICS	Page 11 of 11
--	-----------------------------	---	---------------

SECTION F -- DELIVERIES OR PERFORMANCE

F.1 52.247-34 F.O.B. DESTINATION

NOVEMBER  
R 1991

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(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;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.