

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER MA-PR615-20110279		PAGE OF 1   2	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE 02/25/2011	4. ORDER NUMBER DTMA-92-P-2011-0038		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE
7. <b>FOR SOLICITATION INFORMATION CALL:</b>		a. NAME LAUREL BISHOP		b. TELEPHONE NUMBER (No collect calls) (757) 322.5814		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY U.S.DOT/ Maritime Administration Atlantic Div. Acquisition Office MAR-380-2 7737 Hampton Blvd Building 19 Suite 300 NORFOLK VA 23505-1204			CODE 00092	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE 100.00% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS
15. DELIVER TO TS STATE OF MAINE Maine Maritime Academy 1 Water Street Castine ME 04420			CODE 00092-TS STATE OF MA	16. ADMINISTERED BY U. S. DOT Maritime Administration Atlantic Div. Acquisition Office MAR-380.2 7737 Hampton Blvd Building 19 Suite 300 Norfolk VA 23505-1204		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
17a. CONTRACTOR/ OFFEROR		CODE 183795764	FACILITY CODE	18a. PAYMENT WILL BE MADE BY MARAD A/P INVOICES P.O.BOX 25710 OKLAHOMA CITY OK 73125		CODE AMZ-160 (US. MAI	
17a. CONTRACTOR/ OFFEROR PELTZ MARINE, INC. Attn: Lewis Cannon, Govt Business POC P.O.Box 12596 Norfolk VA 23541-0596  TELEPHONE NO. 757-455-5159		CODE 183795764	FACILITY CODE	18a. PAYMENT WILL BE MADE BY MARAD A/P INVOICES P.O.BOX 25710 OKLAHOMA CITY OK 73125		CODE AMZ-160 (US. MAI	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	SOM-SAFETY SUPPLIES Delivery: 03/29/2011 Mark For: TS STATE OF MAINE Maine Maritime Academy 1 Water Street Castine ME 04420 Period of Performance: 02/25/2011 to 03/29/2011 PROVIDE AND DELIVER ALL SUPPLIES LISTED ON THE Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						8,919.80
25. ACCOUNTING AND APPROPRIATION DATA 70X1750SMR.2011.120SMB1070.0000160000.26690.61006600						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$8,919.80	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA A <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 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.				<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT REF. QUOTE OFFER DATED 02/22/2011 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: ALL CLINS			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or Print) LAUREL BISHOP		30c. DATE SIGNED 02/25/2011		31b. NAME OF CONTRACTING OFFICER (Type or print) LAUREL BISHOP		31c. DATE SIGNED 02/25/2011	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>ATTACHED "T/S STATE OF MAINE 2011 COI PURCHASE REQUISTION" TO: BRENDAN MCAVOY, TS STATE OF MAINE, MAINE MARITIME ACADEMY, 1 WATER ST, CASTINE MAINE, 04420.</p> <p>The total amount of award: \$8,919.80. The obligation for this award is shown in box 26.</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN  RECEIVED  INSPECTED  NOTED: \_\_\_\_\_ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

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 \_\_\_\_\_ 34. VOUCHER NUMBER \_\_\_\_\_ 35. AMOUNT VERIFIED CORRECT FOR \_\_\_\_\_ 36. PAYMENT  COMPLETE  PARTIAL  FINAL \_\_\_\_\_ 37. CHECK NUMBER \_\_\_\_\_  
 PARTIAL  FINAL

38. S/R ACCOUNT NUMBER \_\_\_\_\_ 39. S/R VOUCHER NUMBER \_\_\_\_\_ 40. PAID BY \_\_\_\_\_

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT \_\_\_\_\_ 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER \_\_\_\_\_ 41c. DATE \_\_\_\_\_ 42a. RECEIVED BY (Print) \_\_\_\_\_  
 42b. RECEIVED AT (Location) \_\_\_\_\_  
 42c. DATE REC'D (YY/MM/DD) \_\_\_\_\_ 42d. TOTAL CONTAINERS \_\_\_\_\_



QUOTATION SQ123636

February 21, 2011

Peltz Marine, Inc.
P.O. Box 12596
Norfolk, VA 23541

Phone No.: (757) 455-5159
Fax No.: (757) 455-5536
Home page: www.peltzmarine.com
E-Mail: chandler@peltzmarine.com

Bill To:

U.S.DOT/Maritime Administratio
Atlantic Div. Acquisition Offi
Laurel Bishop
MAR-380-2
7737 Hampton Blvd.Bld.19,St300

P.O. No.
Payment Terms Net 30 Days
FOB
Ship Via

Ship To:

TS STATE OF MAINE

U.S.DOT/Maritime Administratio
Atlantic Div. Acquisition Offi
Laurel Bishop
MAR-380-2
7737 Hampton Blvd.Bld.19,St300

Customer No. C10366
Salesperson Lewis Cannon

Expiration Date

Table with 5 columns: No., Description, Qty., Unit of Measure, Unit Price, Amount. Contains 18 line items for various supplies like batteries, rations, and safety equipment.

Continued. . . . . 7,275.80



**QUOTATION SQ123636**

February 21, 2011

**Peltz Marine, Inc.**  
P.O. Box 12596  
Norfolk, VA 23541

Phone No.: (757) 455-5159  
Fax No.: (757) 455-5536  
Home page: www.peltzmarine.com  
E-Mail: chandler@peltzmarine.com

Page 2

**Bill To:**

U.S.DOT/Maritime Administratio  
Atlantic Div. Acquisition Offi  
Laurel Bishop  
MAR-380-2  
7737 Hampton Blvd.Bld.19,St300

P.O. No.  
Payment Terms Net 30 Days  
FOB  
Ship Via

**Ship To:**

**TS STATE OF MAINE**

U.S.DOT/Maritime Administratio  
Atlantic Div. Acquisition Offi  
Laurel Bishop  
MAR-380-2  
7737 Hampton Blvd.Bld.19,St300  
Customer No. C10366

Salesperson Lewis Cannon

**Expiration Date**

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No.	Description	Qty.	Unit of Measure	Unit Price	Amount
			Continued. . . . .		7,275.80
19 999	60 Duro W.T. Door Gasket Material, 5' Lgth 1.5"x 1.25", 5' Lgth	20	Foot	33.75	675.00
20 999	60 Duro W.T. Scuttle Gasket Material,25'Lgth 1.25"x 1"	100	Foot	3.14	314.00
21 999	60 Duro W.T. Vent Cover Gasket Material, 25' Lgth, 1"x 0.75"	100	Foot	2.16	216.00
22 FREIGHT	60 Duro Freight	1	Each	250.00	250.00
				<b>Total \$</b>	<b>8,919.80</b>

**52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders--Commercial Items. (JUL 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)). (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553). (3) 52.233-4, 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 check as appropriate.

[x] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 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 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.) [ ] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note). [ ] (5) 52.204-11, American Recovery and Reinvestment Act--Reporting Requirements (JUL 2010) (Pub. L. 111-5). [ ] (6) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a). [ ] (7) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a). [ ] (8) (Reserved) [ ] (9)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUN 2003) (15 U.S.C. 644). [ ] (ii) Alternate I (OCT 1995) of 52.219-6. [ ] (iii) Alternate II (MAR 2004) of 52.219-6. [ ] (10)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644). [ ] (ii) Alternate I (OCT 1995) of 52.219-7. [ ] (iii) Alternate II (MAR 2004) of 52.219-7. [ ] (11) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)). [ ] (12)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2010) (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. [ ] (iv) Alternate III (JUL 2010) of 52.219-9. [ ] (13) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)). [ ] (14) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)). [ ] (15)(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 (JUN 2003) of 52.219-23. [ ] (16) 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). [ ] (17) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323). [ ] (18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (15 U.S.C. 657 f). [ ] (19) 52.219-28, Post Award Small Business Program Re-representation (APR 2009) (15 U.S.C. 632(a)(2)). [ ] (20) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755). [ ] (21) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126). [ ] (22) 52.222-21, Prohibition of Segregated Facilities (FEB 1999). [ ] (23) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246). [ ] (24) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212). [ ] (25) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793). [ ] (26) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212). [ ] (27) 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.) [ ] (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.) [ ] (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.) [ ] (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b). [ ] (30)(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. [ ] (31) 52.225-1, Buy American Act - Supplies (FEB 2009) (41 U.S.C. 10a-10d). [ ] (32)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 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. [ ] (33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). [ ] (34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). [ ] (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150). [ ] (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150). [ ] (37) 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)). [ ] (38) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)). [x] (39) 52.232-

33, Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003) (31 U.S.C. 3332). [ ](40) 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332). [ ](41) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332). [ ](42) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a). [ ](43)(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) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). [ ](8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 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 this paragraph (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) 52.219-8, 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. (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 (SEP 2006) (38 U.S.C. 4212). (vi) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 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) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6. (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)

[ ](40) 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332). [ ](41) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332). [ ](42) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a). [ ](43)(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) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). [ ](8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)). (d)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (d)(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) 52.219-8, 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. (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 (SEP 2006) (38 U.S.C. 4212). (vi) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 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) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6. (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.

#### APPLICABLE SERVICE CONTRACT ACT WAGE DETERMINATION

This Service Contract Act wage determination applicable to this requirement is available online at the following:  
<http://www.wdol.gov/wdol/scafiles/std/05-2241.txt>

#### INVOICE SUBMISSION INSTRUCTIONS – MARAD

The Contractor may submit invoices in either electronic or paper format. Electronic submission is preferred.

(1) Electronic invoices shall be addressed to [MARADInvoices@faa.gov](mailto:MARADInvoices@faa.gov), with copy to [MARADSARInvoices@dot.gov](mailto:MARADSARInvoices@dot.gov)

Electronic invoices shall conform to the following criteria, or be subject to rejection:

- a. Invoice and supporting documentation shall be in Adobe Acrobat (pdf) format.
- b. The e-mail subject shall include the contract/purchase order number and invoice number.
- c. The transmitting e-mail shall include the following information: Name of the Contractor; Invoice date and number; Invoice amount; Contract number and, if applicable, the order or modification number; Terms of any discount for prompt payment offered; Payment instructions (i.e., financial institution, ABA routing #, account #)

(2) Paper invoices shall be submitted to one of the following addresses. Multiple copies are not required.

MARAD A/P SAR Invoices Branch

AMZ-160  
PO Box 25710  
Oklahoma City, OK 73125

If a street address is required for delivery (i.e., Federal Express), the following address may be used in lieu of the post office box:

MARAD A/P SAR Invoices Branch  
AMZ-160  
6500 S MacArthur Blvd.  
Oklahoma City, OK 73169

#### CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) Definitions. The following definitions are intended to be consistent with the definitions in DOT Order 3902.10 and the E.O. For clarification purposes, they may expand upon the definitions in the E.O. "Driving"- (1) Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. (2) It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary. "Text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. (See definition in DOT Order 3902.10) (b) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, contractors and subcontractors are encouraged to: (1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving-- (i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government. (2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as- (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving. (c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts that exceed the micro-purchase threshold, other than subcontracts for the acquisition of commercially available off-the-shelf items.

#### SEAT BELT USE POLICIES AND PROGRAMS (APR 2005)

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the contractor is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program or for statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section of NHTSA's website at [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov). Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1-888-221-0045 or visit its website at [www.trafficsafety.org](http://www.trafficsafety.org).