ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER: 07/06/2010
2. CONTRACT NO. *(If any)*:
3. ORDER NO.: DTMA2V10005
4. REQUISITION/REFERENCE NO.: PRSAR100433
5. ISSUING OFFICE *(Address correspondence to)*:
DOT/Maritime Administration, Atlantic Division Acquisition
Office of Acquisition, MRG-7200
7737 Hampton Boulevard, Building 19, Suite 300
Norfolk VA 23505

6. SHIP TO: Robert Jacobson
a. NAME OF CONSIGNEE: James River Reserve Fleet, Fleet Operations Group, MRG-7715
b. STREET ADDRESS: End of Harrison Road, Bldg. 2606
c. CITY: Fort Eustis
d. STATE: VA
e. ZIP CODE: 23604
f. SHIP VIA:

7. TO:
a. NAME OF CONTRACTOR:
b. COMPANY NAME: **CUMMINS ATLANTIC INC**
c. STREET ADDRESS: **3900 DEEPWATER TERMINAL R**
d. CITY: **RICHMOND**
e. STATE: **VA**
f. ZIP CODE: **23234-2200**

8. TYPE OF ORDER
[X] a. PURCHASE
REFERENCE YOUR: quote dated 6/23/10
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
2010 - - X4303 - RRF 971 - 76 - FCM0 - 0 - 0000 - 000000 - 70 - 106171 - 76 - FCM0 - 26780 - 6100 - 6600 -

10. REQUISITIONING OFFICE
James River Reserve Fleet, Fleet Operations Group, MRG-7715

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)*:

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					

SEE BILLING INSTRUCTIONS ON REVERSE

18. SHIPPING POINT:
19. GROSS SHIPPING WEIGHT:
20. INVOICE NO.:
21. MAIL INVOICE TO: Monqiue R. Leake
a. NAME: DOT/Maritime Administration, Atlantic Division Operations
b. STREET ADDRESS *(or P.O. Box)*: 7737 Hampton Blvd., Bldg. 19, Suite 300
c. CITY: Norfolk
d. STATE: VA
e. ZIP CODE: 23505

17(h) TOT. *(Cont. pages)*:
17(i) GRAND TOTAL: $21,232.18

22. UNITED STATES OF AMERICA BY *(Signature)*: Monique R. Leake

23. NAME *(Typed)*: Monique Leake
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 / FINAL		DATE RECEIVED	SIGNATURE OF AUTHORIZED U.S. GOV'T REP.	DATE
TOTAL CONTAINERS		GROSS WEIGHT	RECEIVED AT	TITLE	

REPORT OF REJECTIONS

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

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
07/06/2010		DTMA2V10005

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	COTR is Robert Jacobson; Phone Number 757-887-3233 X18 *- DUNS #115265142* *- Payment will be made with Gov't credit card after completion of services and an approved valid invoice.*					
0001	PF-33 Engine Rebuild	1.00	JOB	21,232.180	21,232.18	
	Issued for the rebuild of PF-33 Cummins 855 Diesel Engine as per provided quote from vendor dated 06/23/2010.					
	Start Date 07/06/2010 *End Date* 07/30/2010					
	Reference Requisition: PRSAR100433					
	In order for an invoice to be processed for payment, it must include your Federal ID Number, Purchase Order Number, and Invoice Number. Without these numbers, your invoice will be returned and payment will be delayed.					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ $21,232.18

Atlantic

MATERIAL RETURNED FOR CREDIT OR EXCHANGE MUST SHOW THIS INVOICE NUMBER. ALL MATERIAL RETURNED FOR CREDIT SUBJECT TO 15% HANDLING CHARGE. OLD UNITS ELIGIBLE FOR EXCHANGE MUST BE RECEIVED WITHIN 30 DAYS. FEDERAL ID# 20-5870527

RICHMOND
3900 DEEPWATER TERMINAL ROAD
RICHMOND, VA 23234-2225
(804)2327891

INVOICE NO

ESTIMATE

REMIT TO: P.O. Box 601778
Charlotte, NC 28260-1778

BILL TO

JAMES RIVER RESERVE FLEET
US DEPT. OF TRANS.
END OF HARRISON RD
FT. EUSTIS, VA 23604-

ROBERT JACOBSON - 757 887-3233

*** COD ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
23-JUN-2010 01:09PM					
CUSTOMER NO.	**SHIP VIA**	**FAIL DATE**	**ENGINE SERIAL NO.**	**CPL NO.**	**EQUIPMENT MODEL**
8873233					
REF. NO.	**SALESPERSON**	**PARTS DISP.**	**MILEAGE/HOURS**	**PUMP CODE**	**UNIT NO.**
57082					

COMPLAINT

QUOTE CUSTOMER TO REBUILD ENGINE S/N 11365826 AT OUR SHOP IN RICHMOND VA.

CONTACT: ROBERT JACOBSON 757-887-3233

PLEASE NOTE: THIS QUOTE DOES NOT COVER REPLACEMENT OR SALVAGE OF MAJOR CASTINGS. (BLOCK, CRANKSHAFT, RODS OR CAMSHAFT)

NOTE (20 THIS ENGINE CAN BE PICKED AND DELIVERED FOR AN ADDITIONAL CHARGE OF $981.00

CAUSE

CUSTOMER'S REQUEST

CORRECTION

ADMINISTRATIVE TIME - OPEN AND CLOSE REPAIR ORDER (ROAD REPAIRS)
ENGINE - REBUILD
- DRAIN SYSTEMS
- REMOVE:
- MOUNT ENGINE ON STAND
- DISASSEMBLE LONG BLOCK ASSEMBLY:
- MOVE COMPONENTS TO EXCHANGE AND REBUILD AREA:
- CLEAN AND VISUALLY CHECK CYLINDER BLOCK
- INSPECT CYLINDER BLOCK
- CLEAN AND VISUALLY CHECK CRANKSHAFT
- MEASURE CRANKSHAFT
- OBTAIN NEW OR RECONDITIONED PARTS
- INSTALL:
- INSTALL CRANKSHAFT
- INSTALL LINERS, PISTONS AND PISTON COOLING
- MOUNT IN SHIPPING SKID
ENGINE - RUN-IN AND TEST (ENGINE DYNAMOMETER)
- INSTALL ENGINE ON TEST STAND
- OPERATE ENGINE AND RUN IN, PER GUIDELINES IN THE FUEL PUMP, PT (TYPE G) AFC-VS-TMD, OR AFC-VS-RSG, REBUILD AND CALIBRATE

Completion date : 23-Jul-2010 01:06PM. Estimate expires : 23-Jul-2010 01:09PM.

ALL INVOICES DUE AND PAYABLE TO: P.O. Box 601778, Charlotte, NC 28260-1778

TERMS: NET 10TH PROX unless otherwise specified. A service charge of 1 1/2% per month (effective rate of 18% per annum) will be charged on past due amounts. Any claims for shortages or deductions for erroneous charges must be made within thirty days after receipt of goods. WARRANTY: The liability of Cummins Atlantic LLC is limited to the obligations provided in the warranty provisions which are set forth on the reverse side hereof.

AUTHORIZED BY : _____ **DATE :** _____

- DISASSEMBLE COMPONENTS REMOVED IN STEP 01
- CLEAN AND VISUALLY CHECK ALL COMPONENTS
- ASSEMBLE AND INSTALL ALL COMPONENTS REMOVED AND
- CALIBRATE PUMP

COVERAGE	CUSTOMER BILLABLE					
1	0	3801106	SET,CAMSHAFT BUSHING	CECO	117.98	117.98
3	0	3008101RX	HEAD,CYL NTA 5 1/2	DRC	508.86	1,526.58
3	0	3050419D	HEAD,CYL NTC-444/BC IV	CLEAN	90.00	270.00
-3	0	3050419D	HEAD,CYL NTC-444/BC IV	DIRTY	90.00	- 270.00
6	0	3804439	KIT,CYLINDER	CECO	384.52	2,307.12
6	0	3054218PX	PT TYPE D(NON-TOP STOP)	DRC	116.49	698.94
6	0	3004536D	INJECTOR PTD COMPLETE	CLEAN	12.00	72.00
-6	0	3004536D	INJECTOR PTD COMPLETE	DIRTY	12.00	- 72.00
6	0	3054948	RING,LINER SEAL	CECO	9.93	59.58
1	0	3801260	SET,MAIN BEARING (STD)	CECO	212.72	212.72
6	0	3014404	NOZZLE,PISTON COOLING	CECO	25.92	155.52
12	0	214950	BEARING,CON ROD (STD)	CECO	11.21	134.52
1	0	3609837	PUMP,LUBRICATING OIL	CECO	803.68	803.68
1	0	3101655	DAMPER,VISCOUS VIBRATION	CECO	1,182.03	1,182.03
1	0	3076489	THERMOSTAT	CECO	62.47	62.47
1	0	208128	GASKET,THERMOSTAT HOUSING	CECO	1.93	1.93
1	0	3045943RX	PUMP,WATER NH 5 1/2(WTR F	DRC	272.48	272.48

Completion date : 23-Jul-2010 01:06PM. Estimate expires : 23-Jul-2010 01:09PM.

1	0	AR45184D	PUMP,WATER BC FFC	CLEAN	12.00	12.00
-1	0	AR45184D	PUMP,WATER BC FFC	DIRTY	12.00	- 12.00
1	0	AR45189RX	IDLER,WATER PUMP (BC)	DRC	119.45	119.45
1	0	AR45189D	PULLEY,IDLLER CORE BC	CLEAN	6.00	6.00
-1	0	AR45189D	PULLEY,IDLER BC	DIRTY	6.00	- 6.00
1	0	4024946	SET,UPPER ENGINE GASKET	CECO	224.78	224.78
1	0	3801468	SET,LOWER ENGINE GASKET	CECO	256.71	256.71
1	0	3046200	SPIDER,JAW COUPLING	CECO	5.14	5.14
6	0	3000521	SEAL,O RING	CECO	1.36	8.16
1	0	186780	SEAL,THERMOSTAT	CECO	12.78	12.78
1	0	217638	BELT,V RIBBED	CECO	34.20	34.20
1	0	3021581	CORE,COOLER	CECO	506.85	506.85
1	0	190397	SLEEVE,WEAR	CECO	11.50	11.50
1	0	3020185	SEAL,OIL	CECO	30.49	30.49
1	0	AR1176	KIT,SHIM	CECO	12.38	12.38
1	0	3020183	SEAL,OIL	CECO	48.92	48.92
1	0	3006742	SLEEVE,WEAR	CECO	97.59	97.59
1	0	3006738	SEAL,OIL	CECO	96.55	96.55
1	0	3006743	SLEEVE,WEAR	CECO	193.30	193.30
2	0	LF9009	LUBE FILTER	FLG	31.38	62.76
2	0	FF105	FUEL FILTER	FLG	4.62	9.24

1	0	WF2071	WATER FILTER	FLG	8.31	8.31
48	0	3377361	OIL,ENGINE	VALVOLINE	3.17	152.16
1	0	3164067	SEALANT	CECO	13.55	13.55
1	0	105	LUBPLAT	OTHER	8.67	8.67
24	0	77100	HOSE,1" / INCH	DAYCO	.87	20.88
24	0	77150	HOSE,1.1/2" / INCH	DAYCO	1.01	24.24
6	0	11906	HOSE, 3/8 HYD (FT)300PSI	DAYCO	1.27	7.62
1	0	FREIGHT IN	Freight In	NONSTOCK FRT IN PART NUMBER-	975.00	975.00

PARTS:		10,476.78
PARTS COVERAGE CREDIT:		0.00CR
TOTAL PARTS:	**10,476.78**	
SURCHARGE TOTAL:		**0.00**
LABOR:		9,029.40
LABOR COVERAGE CREDIT:		0.00CR
TOTAL LABOR:	**9,029.40**	
MISC.:		745.00
MISC. COVERAGE CREDIT:		0.00CR
TOTAL MISC.:	**745.00**	
DYNOMOMETER		100.00
MISCELLANEOUS SUPPLIES		95.00
MISCELLANEOUS DEPT 200		350.00
MISCELLANEOUS- MARINE		200.00

TAX EXEMPT NUMBERS: VA 0010690471 TAXES:

Completion date : 23-Jul-2010 01:06PM. Estimate expires : 23-Jul-2010 01:09PM.

ALL INVOICES DUE AND PAYABLE TO: P.O. Box 601778, Charlotte, NC 28260-1778

TERMS: NET 10TH PROX unless otherwise specified. A service charge of 1 1/2% per month (effective rate of 18% per annum) will be charged on past due amounts. Any claims for shortages or deductions for erroneous charges must be made within thirty days after receipt of goods. WARRANTY: The liability of Cummins Atlantic LLC is limited to the obligations provided in the warranty provisions which are set forth on the reverse side hereof.

SUB TOTAL:	20,251.18
TOTAL TAX:	0.00
TOTAL AMOUNT: US $	**20,251.18**

TABLE OF CONTENTS

COMMERCIAL CLAUSES 5
1 Contract Terms and Conditions--Commercial Items 5
2 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items 9

COMMERCIAL CLAUSES

1 52.212-04 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS MARCH 2009

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance 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. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—
(1) within a reasonable 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.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-01, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-01, Definitions, is incorporated herein by reference.

(f) 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 or any excusable delay, setting for 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.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;
(ii) Invoice date and number;
(iii) Contract number, contract line item number and, if applicable, the order number;
(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
(vi) Terms of any discount for prompt payment offered;
(vii) Name and address of official to whom payment is to be sent;
(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—
(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
(B) Affected contract number and delivery order number, if applicable;
(C) Affected contract line item or subline item, if applicable; and
(D) Contractor point of contact.
(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
(6) Interest. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—
(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
(v) Amounts shall be due at the earliest of the following dates:
(A) The date fixed under this contract.
(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
(A) The date on which the designated office receives payment from the Contractor;
(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) 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 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 which reasonably could have been avoided.

(m) 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.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) 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.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
(1) The schedule of supplies/services.
(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
(3) The clause at 52.212-05.
(4) Addenda to this solicitation or contract, including any license agreements for computer software.
(5) Solicitation provisions if this is a solicitation.
(6) Other paragraphs of this clause.
(7) The Standard Form 1449.
(8) Other documents, exhibits, and attachments.
(9) The specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.

2	52.212-05	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	APRIL 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)).

_X__ (19) 52.222-03, Convict Labor (June 2003) (E.O. 11755).

_X__ (20) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).

_X__ (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

_X__ (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

__X_ (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)).

_X__ (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).

_X__ (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)).

___ (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).

_X__ (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.]

___ (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)