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#### NOTES:

For a copy of Pacific-Gulf Marine, Inc. (PGM)'s Purchase & Service Order General Terms and Conditions, please visit PGM's website at www.pac-gulf.com. Materials, equipment, supplies etc. used in the execution of this Purchase Order shall be at least equal descriptions and details of the applicable material requisition and shall meet or exceed all regulatory requirements. All material, parts and supplies ordered for the vessel shall be of good quality and suitable for the marine environment. Copies of required affidavits or certificates shall accompany the material for the vessel's records.

Quotes are due the date and time listed on the front of this document. Any quotes received after the due date and time will be considered as non-responsive, unless there is an approved request for quote extension. You must sign and return this form. The Vendor/Contractor shall return all pages of the request for quotation for his quote to be accepted. Vendor-designed quotes may be included with the PGM Quote Sheet, but the PGM Quote Sheet must be completed, and it shall take precedence over any other materials submitted.

#### IMPORTANT QUOTE INFORMATION:

All Vendor/Contractor are advised that this vessel does not enjoy tax exempt status and that the successful Vendor/Contractor awarded this work, either in whole, or in part, shall be fully responsible for the payment of any and all applicable taxes (i.e. sales tax, use tax, etc.) arising from their performance under any contract, or purchase order(s), awarded as a result of this request for quotation (RFQ).

Further, Vendor/Contractor shall include in their price quotation the cost of such taxes that they chose to recover as part of the overall payment for this contract or purchase order(s). PGM expects the Vendor/Contractor's price quotations to be all inclusive and shall consider the price quotes submitted to incorporate any and all applicable taxes.

#### **ENVIRONMENTAL:**

Effective 01 January 2011, the introduction of any 'new material' on board containing asbestos is prohibited in accordance with SOLAS Regulation II-1/3-5. Accordingly, any new materials being used on board in repairs, replacements, maintenance or new installations should be documented as asbestos-free. This regulation does not preclude the retention of stored or installed material which contains asbestos in spare parts and machinery existing on board prior to 01 January 2011.

As part of the quotation, Vendor/Contractor must confirm that the parts offered are asbestos-free. By signing the quotation, Vendor/Contractor agrees that it will only offer asbestos-free products and parts in support of PGM vessels.

In accordance with PGM's commitment to environmental protection, biodegradable packaging shall be used to the greatest extent practicable in all deliveries to PGM vessels. Vendor/Contractors demonstrating the ability and willingness to comply with this policy shall receive preference in PGM's determination of best value.

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All prices shall be valid for 90 days. The time and date of award may be adjusted depending on the availability of funds.

This Order will be awarded at the discretion of PGM. The determination of best value as made by PGM will not be documented or presented for review by unsuccessful bidders.

Vendor/Contractor shall furnish at time of quote a list of all non-domestic articles, materials and supplies included on the quotation provided. Only domestic products shall be used unless PGM's approval is obtained in advance of the delivery or installation of foreign produced articles, materials, parts, supplies or end products. All materials shall be free of imperfections of manufacture and from defects which adversely affect appearance or serviceability. All sharp edges or projections which constitute a personnel hazard shall be removed.

#### VENDOR/CONTACTOR'S INVOICE:

The goods provided as a result of this Order are subject to acceptance by PGM. As a condition of payment, Vendor/Contractor shall provide proof of receipt and acceptance of the goods provided. Such proof shall be in the form of a delivery receipt and/or a confirming signature from the vessel that goods were received, and/or alternative valid proof of delivery acceptable to Buyer. No invoice will be considered proper until such acceptance and delivery is completed, all required deliverables are provided, and the original invoice is forwarded by Vendor/Contractor to PGM's New Orleans office. Invoices should be mailed via U.S. Mail to PGM's New Orleans office or sent electronically in PDF format to payables@pac-gulf.com. An electronic invoice will be considered received when PGM's Accounting Dept. confirms receipt of the invoice by reply email. Approved invoices will be paid within 30 days from receipt of the original invoice in PGM's New Orleans Office. For additional payment terms and conditions, please visit PGM's website at www.pac-gulf.com.

# SPECIAL PURCHASE ORDER REQUIREMENTS:

For the following FAR Clauses specific details can be found at http://acquisition.gov/far/current/html/FARTOCP52.html

FAR 52.202-1	Definitions (Nov 2013) (Only applicable to contracts over \$150K)
FAR 52.203-3	Gratuities (Apr 1984) (Only applicable to contracts over \$150K)
FAR 52.203-6 (Alt I)	Restrictions on Subcontractor Sales to the Government (SEP 2006) (Only applicable to contracts over \$150K)
FAR 52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Only applicable to contracts over \$15K)

FAR 52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011) (Only applicable to contracts over \$150K)
FAR 52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Only applicable to contracts over \$150K)
FAR 52.215-2	Audit and Records—Negotiation (OCT 2010) (Only applicable to contracts over \$150K)
FAR 52.222-21	Prohibition of Segregated Facilities (FEB 1999)
FAR 52-222-25	Affirmative Action Compliance (Only applicable to contracts over \$10K)
FAR 52-222-26	Equal Opportunity (MAR 2007)
FAR 52-222-35	Equal Opportunity for Veterans (SEP 2010) (Only applicable to contracts over \$100K)
FAR 52-222-36	Affirmative Action for Workers with Disabilities (OCT 2010) (Only applicable to contracts over \$15K)
FAR 52-222-37	Employment Reports on Veterans (Only applicable to contracts over \$100K)
FAR 52-222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (Only applicable to contracts over \$150K)
FAR 52.222-41	Service Contract Act of 1965 (NOV 2007)
FAR 52-222-50	Combating Trafficking in Persons (FEB 2009)
FAR 52.247-64	Preference for Privately Owned U.SFlag Commercial Vessels (FEB 2006)
FAR 52.223.3 (Alt I)	Hazardous Material Identification and Material Safety Data (JAN 1997)
FAR 52.223-5	Pollution Prevention and Right-to-Know Information (MAY 2011)
FAR 52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (Only applicable to contracts over \$150K)
FAR 52.223-11	Ozone-Depleting Substances (MAY 2001)
FAR 52.223-15	Energy Efficiency in Energy-Consuming Products (DEC 2007)
FAR 52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)

FAR 52.223-6	Drug-Free Workplace (MAY 2001)
FAR 52.225-1	Buy American Act—Supplies (Feb 2009)
FAR 52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
FAR 52.232-23	Assignment of Claims (JAN 1986)
FAR 52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
FAR 52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
FAR 52.242-13	Bankruptcy (Jul 1995) (Only applicable to contracts over \$150K)
FAR 52.243-1	Changes—Fixed-Price (AUG 1987)

For the purposes for the Service Contract Act, the following U.S. Department of Labor Wage Determinations shall apply, specific details of which can be found at http://www.wdol.gov/sca.aspx#0:

Texas, Houston 2005-2515 Texas, Beaumont 2005-2505 Texas, Orange 2005-2505 Texas, Channelview (Harris County) 2005-2515 Texas, Port Arthur (Jefferson County) 2005-2505 Texas, Corpus Christi (Nueces County) 2005-2507 Virginia, Norfolk and Newport News 2005-2543 Massachusetts, Buzzards Bay (Barnstable County) 2005-2259 Massachusetts, Boston (Suffolk County) 2005-2255 Maine, Castine 2005-2247 Maryland, Baltimore 2005-2247 South Carolina, Charleston 2005-2473 Florida, Jacksonville 2005-2115 New York, New York 2005-2375 Florida, Tampa (Hillsborough County) 2005-2125 Alabama, Mobile 2005-2009 California, Alameda, Contra County 2005-2051 Washington, Pierce County 2005-2567 California, San Francisco 2005-2059

## ADDITIONAL CONTRACT CLAUSES:

## FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2004)

Oregon, Portland 2005-2441

(a) Definitions. As used in this clause – "Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions. "Subcontract" includes a transfer of commercial items between divisions,

- subsidiaries, or affiliates of the Vendor/Contractor or subcontractor at any tier.
- (b) To the maximum extent practicable, the Vendor/Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c)(1) The Vendor/Contractor shall insert the following clauses in subcontracts for commercial items:
  - (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 \$500,000 (\$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 (Apr 2002) (E.O. 11246).
  - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C 4212(a));
  - (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). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).
  - (vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. App. 1241 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 Vendor/Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Vendor/Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contact.

# FAR 52.223-18 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October, 2009 and DOT Order 3902.10, text Messaging While Driving, December 30, 2009, Vendor/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.

California code – Section 23123.5 CAL. VEH. CODE 23123.5

- (a) A person shall not drive a motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication.
- (b) As used in this section "write, send, or read a text-based communication" means using an electronic wireless communications device to manually communicate with any person using a text-based communication, including, but not limited to, communications referred to as a text message, instant message, or electronic mail.
- (c) For purposes of this section, a person shall not be deemed to be writing, reading, or sending a text-based communication if the person reads, selects, or enters a telephone number or name in an electronic wireless communications device for the purpose of making or receiving a telephone call.
- (d) A violation of this section is an infraction punishable by a base fine of twenty dollars (\$20) for a first offense and fifty dollars (\$50) for each subsequent offense.
- (e) This section does not apply to an emergency services professional using an electronic wireless communications device while operating an authorized emergency vehicle, as defined in Section 165, in the course and scope of his or her duties.

## FAR 52.222-54 EMPLOYMENT ELEGIBILITY VERIFICATION

Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.