

**ORDER FOR SUPPLIES OR SERVICES**

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

1. DATE OF ORDER 09/30/2010		2. CONTRACT NO. (If any) GS-10F-0145K		6. SHIP TO:		
3. ORDER NO. DTMA1F10140		4. REQUISITION/REFERENCE NO. PR300100184		a. NAME OF CONSIGNEE No Shipping Information		
5. ISSUING OFFICE (Address correspondence to)  DOT/Maritime Administration, MAR-380 1200 New Jersey Ave SE, MAR380 W26-429  Washington DC 20590				b. STREET ADDRESS		
				c. CITY	d. STATE	e. ZIP CODE
7. TO:				f. SHIP VIA		
a. NAME OF CONTRACTOR				8. TYPE OF ORDER		
b. COMPANY NAME Faucett, Jack Associates, Inc.				<input checked="" type="checkbox"/> a. PURCHASE	<input type="checkbox"/>	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.
c. STREET ADDRESS 4550 Montgomery Ave Ste 300 N				REFERENCE YOUR:		
d. CITY Bethesda				e. STATE MD	f. ZIP CODE 20814-3370	
9. ACCOUNTING AND APPROPRIATION DATA See Line Item Detail				10. REQUISITIONING OFFICE DOT/Maritime Administration, MAR-220		

11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT	
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED			Destination
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS				
13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS	
a. INSPECTION	b. ACCEPTANCE		See Line Item Detail for Delivery Dates			

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.		17(h) TOT. (Cont. pages)  17(i) GRAND TOTAL
	21. MAIL INVOICE TO: Tammy Curnett						
	a. NAME DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City						
	b. STREET ADDRESS (or P.O. Box) MARAD A/P Branch, AMZ-150 PO Box 25710						
	c. CITY Oklahoma City		d. STATE OK	e. ZIP CODE 73125		\$362,078.64	

22. UNITED STATES OF AMERICA BY (Signature)			23. NAME (Typed) Jill M. Kline	
			TITLE: CONTRACTING/ORDERING OFFICER	



**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

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

DATE OF ORDER 09/30/2010	CONTRACT NO. GS-10F-0145K	ORDER NO. DTMA1F10140
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ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>#11N10437 Doing Business As (DBA): JFA</p> <p>COTR for this contract is Daniel Ladd, 1200 New Jersey Ave SE, Washington, DC 20590, Telephone # 202-366-1859</p> <p>Benchmark Market Studies - Title XI Loan Guarantee Program</p> <p>The contractor will provide services according to the Statement of Work in Section C of the contract.</p> <p>Four Benchmark Market Studies with the Option of two additional studies if elected for a total of six (6) studies.</p> <p align="center"> <i>Start Date</i>                      <i>End Date</i>                      10/01/2010                      09/30/2011                 </p> <p>Reference Requisition: PR300100184</p> <p>Funding Information: 2010 - - 7010 - 1750RA - - 8XOP - XP - ENBM - 0000171 - - 001 - 25 - 305 - 6100 - 6600 - 11 - N10437 \$0.00</p>	0.00	JOB	0.000	0.00	
0001AA	<p>Deep-Water Drill Rigs Study</p> <p>The contractor will provide a Deep Water Drill Rigs market study according to the Statement of Work in Section C of the contract. The performance period for completion of this study will be 120 days from the contract start date.</p> <p><i>Delivery Date</i> ADC 120 dys.</p> <p>Funding Information: 2010 - - 7010 - 1750RA - - 8XOP - XP - ENBM - 0000171 - - 001 - 25 - 305 - 6100 - 6600 - 11 - N10437 \$90,519.66</p>	1.00	JOB	90,519.660	90,519.66	
0001AB	<p>Liquid Cargo Carriers Study</p> <p>The contractor will provide a Liquid Cargo Carriers market study according to the Statement of Work in Section C of the contract. The performance period of study completion date will be 120 days from notice to proceed from COTR.</p> <p><i>Delivery Date</i> ADC 120 dys.</p> <p>Funding Information: 2010 - - 7010 - 1750RA - - 8XOP - XP - ENBM - 0000171 - - 001 - 25 - 305 - 6100 - 6600 - 11 - N10437 \$90,519.66</p>	1.00	JOB	90,519.660	90,519.66	

**TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ \$181,039.32**

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

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

DATE OF ORDER 09/30/2010	CONTRACT NO. GS-10F-0145K	ORDER NO. DTMA1F10140
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ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001AC	<p>Shallow Water Drill Rigs Study</p> <p>The contractor will provide a Shallow Water Drill Rigs market study according to the Statement of Work in Section C of the contract. The performance period of study completion date will be 120 days from notice to proceed from COTR.</p> <p><i>Delivery Date</i> ADC 120 dys.</p> <p>Funding Information: 2010 - - 7010 - 1750RA - - 8XOP - XP - ENBM - 0000171 - - 001 - 25 - 305 - 6100 - 6600 - 11 - N10437 \$90,519.66</p>	1.00	JOB	90,519.660	90,519.66	
0001AD	<p>Offshore Service Vessels Study</p> <p>The contractor will provide a Offshore Service Vessels market study according to the Statement of Work in Section C of the contract. The performance period of study completion date will be 120 days from notice to proceed from COTR.</p> <p><i>Delivery Date</i> ADC 120 dys.</p> <p>Funding Information: 2010 - - 7010 - 1750RA - - 8XOP - XP - ENBM - 0000171 - - 001 - 25 - 305 - 6100 - 6600 - 11 - N10437 \$90,519.66</p>	1.00	JOB	90,519.660	90,519.66	
0001AE	<p>Option - Inland Waterway Cargo Vessels</p> <p>The contractor will be notified in writing if the government intends to exercise this option. This option is subject to the availability of funds for the next fiscal year.</p>					
0001AF	<p>Option - Dry Product Carriers Study</p> <p>The contractor will be notified in writing if the government intends to exercise this option. This option is subject to the availability of funds for the next fiscal year.</p>					

**TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i)** ➡ \$181,039.32

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## SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

### C.1 STATEMENT OF WORK

#### **Statement of Work**

Benchmark Market Studies

Title XI Loan Guarantee Program

**Objective:** Study reports reflecting detailed analysis of specified maritime trade market sectors for benchmark use in financial assessment of specific, Title XI funding projects proposed for funding, and comparative evaluation of ad hoc, project-specific market studies produced by applicants and others.

**Background:** Assessment of the long-term viability of projects proposed for Title XI loan guarantee benefits is focused on the financial viability of the projects. Evaluation of market risks is a key component. An important factor in that assessment is the projection of macro- and micro-economic features and or forces affecting the maritime business sector in which the proposed project would operate.

**Deliverables:** A written report of detailed analysis of the capacity, projected needs, likelihood of competing capital investment, existing and likely entry competition, disinvestment factors, and macro-economic trends (global, national, regional, local) that would affect projects proposed in the respective sectors. The projection time-frame is five years following commencement of operation, or after commitment in the case of new construction. Studies of the following six maritime market segments is required:

- Deep-water drill rigs
- Liquid cargo carriers (Jones Act) (includes petroleum products)
- Shallow-water drill rigs
- Offshore service vessels
- Inland waterways cargo vessels (including both dry and liquid bulk carriers)
- Dry product carriers (Jones Act) (containers, bulk, break-bulk, ro-ro, etc.)

Studies are to be undertaken serially, subject to prioritization by the Contracting Officer's Technical Representative (COTR). Delivery of the final, detailed report on each market segment is required four months after the study commencement meeting. Areas to be analyzed are summarized by the attached Market Study Guidelines.

Form of Deliverables:

(A) Three spiral-bound reports

- a. Table of contents
- b. Index
- c. Footnoted
- d. Bibliography of all written, Web, or interview sources

(B) Three each Microsoft Word 2007 and OCR .pdf copies of the foregoing, delivered on separate electronic media (USB thumb drive, DVD, or CD).

Anticipated level of effort:

(A) Non-disclosure agreement required.

(B) All working documents and reports are the property of the Government and will be placed in the custody of the COTR not later than final acceptance.

(C) Projected contract staff:

- a. Project manager (part-time)
- b. Lead maritime industry analyst (principal investigator and report author)
  - i. full-time
  - ii. MBA, DBA, or equivalent graduate degree
  - iii. Minimum 5 years experience in this or similar work
- c. Financial process management consultant (part-time resource, off-site)
- d. Maritime industry technical writer (part-time, off-site)
- e. Financial technical writer (part-time, off-site)

Government-provided facilities and equipment: None

Project Milestones (days after study commencement):

- 0 Commencement meeting; TBD by COTR
- 14 Submission of written study parameters outline to COTR  
(review of factors, methods, and scope of review to be used to address Market Study Guideline elements)
- 21 COTR comment and modification of study parameters

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outline and sufficiency of scope and depth of analysis  
(meeting/teleconference)

63 Written summary of data collected and analyzed; contractor  
assessment of methodology, problems encountered, and prospects for success.

70 COTR comment on data collection and analysis  
methodology

(meeting/teleconference)

84 Submission of first draft of report

91 COTR comment on first draft (meeting/teleconference)

98 Submission of second draft of report

105 COTR comment on second draft (meeting/teleconference)

112 Submission of final report

119 Contracting Officer acceptance of study report

/0 Commencement meeting for next study, at COTR option

Partial invoicing for each study completed is permissible. The Contracting Officer may, at the Government's option, order the next study upon satisfactory completion of the study being worked.

COTR: Daniel Ladd (202) 366-1859

Type of Contract: Firm Fixed Price

Period of Performance: The period of performance is 120 days from start of contract for Study #1 and 120 days after notification to proceed for all other studies.

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## SECTION H -- SPECIAL CONTRACT REQUIREMENTS

### H.1 TERMINATION FOR CAUSE

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 documentation of a repayment agreement with IRS for its outstanding 2009 tax liability within 30 days of contract award. 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.

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SECTION I -- CONTRACT CLAUSES

I.1 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT MARCH 2000

a) The Government may extend the term of this contract by written notice to the Contractor within 30 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed four (4) years.

(End of clause)