

ORDER FOR SUPPLIES OR SERVICES

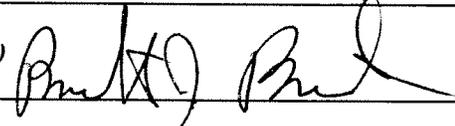
IMPORTANT: Mark all packages and papers with contract and/or order numbers.

| | | | | | | |
|---|---------------|---|--|---|----------------------|---|
| 1. DATE OF ORDER 08/23/2007 | | 2. CONTRACT NO. (If any) | | 6. SHIP TO: A. D. Jordan | | |
| 3. ORDER NO. DTMA1V07116 | | 4. REQUISITION/REFERENCE NO. PR600070082 | | a. NAME OF CONSIGNEE DOT/Maritime Administration, MAR-611 | | |
| 5. ISSUING OFFICE (Address correspondence to) DOT/Maritime Administration, MAR-380 1200 New Jersey Ave., SE MAR380, W28-201 Washington DC 20590 | | | | b. STREET ADDRESS 1200 New Jersey Ave., SE MAR380, W28-201 | | |
| 7. TO: | | c. CITY Washington | | d. STATE DC | e. ZIP CODE 20590 | |
| a. NAME OF CONTRACTOR | | | | f. SHIP VIA | | |
| b. COMPANY NAME ICI Services, LLC | | | | 8. TYPE OF ORDER | | |
| c. STREET ADDRESS 3800 FETTLER PARK DRIVE SUITE 202 | | | | <input checked="" type="checkbox"/> a. PURCHASE | | 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. |
| d. CITY DUMFRIES | | | | e. STATE VA | | |
| f. ZIP CODE 22025-1995 | | | | REFERENCE YOUR: 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. | | |
| 9. ACCOUNTING AND APPROPRIATION DATA - 69 - X4303 - 9 - 07 - 30 - - 40SAF0 - 160000 - - 2402 - 07 - 3000 - 761 - - - | | | | 10. REQUISITIONING OFFICE DOT/Maritime Administration, MAR-611 | | |
| 11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input checked="" type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED | | | | | | |
| 12. F.O.B. POINT Destination | | 14. GOVERNMENT B/L NO. | | 15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 02/29/2008 | | 16. DISCOUNT TERMS 10 days % 20 days % 30 days % days % |
| 13. PLACE OF | | | | | | |
| a. INSPECTION | b. ACCEPTANCE | | | | | |

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) |
| | 21. MAIL INVOICE TO: Justin Breeden | | | | | | |
| | a. NAME DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City | | | | | | \$9,750.00 |
| | 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 | | | | |
| | | | | | | | 17(i) GRAND TOTAL |

| | | | | | | |
|---|--|--|--|--|--|--|
| 22. UNITED STATES OF AMERICA BY (Signature)  | | | 23. NAME (Typed) Benedict J. Burnowski TITLE: CONTRACTING/ORDERING OFFICER | | | |
|---|--|--|--|--|--|--|

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

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

| | | |
|-----------------------------|--------------|--------------------------|
| DATE OF ORDER 08/23/2007 | CONTRACT NO. | ORDER NO. DTMA1V07116 |
|-----------------------------|--------------|--------------------------|

| ITEM NO. (a) | SUPPLIES OR SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) | QUANTITY ACCEPTED (g) |
|-----------------|---|----------------------------|-------------|----------------------|---------------|-----------------------------|
| 0001 | <p>Safety Posters</p> <p>The Contractor shall prepare, package, and mail 75 annual sets of posters. One annual set of eight (8) posters shall be delivered to each addressee via FEDEX return receipt in accordance with delivery directions from MAR 612. Any remaining sets shall be hand delivered to MAR 612. The posters shall be 11 by 17 inches, printed on laminated 40-pound laser stock. Each annual set of eight (8) posters shall consist of two posters in each category of NAV/OPS, DECK, PROPULSION / MACHINERY, and GENERAL as reviewed and approved by MAR 612. Each annual set of posters shall include a letter of instruction providing recommendations for when and where on the vessel to display each poster and a self-addressed and stamped reply form. The posters shall be delivered for review within 6 months after task award.</p> <p><i>Delivery Date</i> 02/29/2008</p> <p>Reference Requisition: PR600070082</p> | 1.00 | NTE | 9,750.000 | 9,750.00 | |

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ➡ \$9,750.00

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COMMERCIAL CLAUSES

1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acqnet.gov/far/current/html/FARMTOC.html>

| Clause | Title | Date |
|-----------|---------------------|------------|
| 52.213-03 | Notice to Suppliers | April 1984 |

2 52.246-01 CONTRACTOR INSPECTION REQUIREMENTS APRIL 1984

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any Government inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the Government.

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SECTION E -- INSPECTION AND ACCEPTANCE

E.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acqnet.gov/far/current/html/FARMTOC.html>

| Clause | Title | Date |
|---------------|-----------------------------|-------------|
| 52.246-16 | Responsibility for Supplies | April 1984 |

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SECTION I -- CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acqnet.gov/far/current/html/FARMI0C.html>

| Clause | Title | Date |
|-----------|---|----------------|
| 52.203-03 | Gratuities | April 1984 |
| 52.204-04 | Printed or Copied Double-Sided on Recycled Paper. | August 2000 |
| 52.222-03 | Convict Labor | June 2003 |
| 52.222-21 | Prohibition of Segregated Facilities | February 1999 |
| 52.222-26 | Equal Opportunity | March 2007 |
| 52.222-35 | Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans | September 2006 |
| 52.222-36 | Affirmative Action For Workers with Disabilities | June 1998 |
| 52.223-05 | Pollution Prevention and Right-to-Know Information | August 2003 |
| 52.232-30 | Installment Payments for Commercial Items | October 1995 |
| 52.232-33 | Payment by Electronic Funds Transfer-Central Contractor Registration | October 2003 |
| 52.233-01 | Disputes | July 2002 |
| 52.233-01 | Disputes | July 2002 |
| 52.243-01 | Changes--Fixed Price | August 1987 |
| 52.249-01 | Termination for Convenience of the Government (Fixed-Price) (Short Form) | April 1984 |
| 52.249-08 | Default (Fixed-Price Supply and Service) | April 1984 |
| 52.252-02 | Clauses Incorporated by Reference | February 1998 |

I.2 52.219-17 SECTION 8(A) AWARD

DECEMBER 1996

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

- (1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).
- (2) Except for novation agreements and advance payments, delegates to the Department of Transportation, Maritime Administration the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.
- (3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.
- (4) To notify the Department of Transportation, Maritime Administration Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

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(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Department of Transportation, Maritime Administration .

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SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acqnet.gov/far/current/html/FARMTOC.html>

| Clause | Title | Date |
|-----------|-------------------------------------|--------------|
| 52.204-03 | Taxpayer Identification | October 1998 |
| 52.207-04 | Economic Purchase Quantity-Supplies | August 1987 |

K.2 52.219-01 SMALL BUSINESS PROGRAM REPRESENTATIONS MAY 2004

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541611.

(2) The small business size standard is \$5.0 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it is, is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it is, is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture.

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[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.