

**ORDER FOR SUPPLIES OR SERVICES**

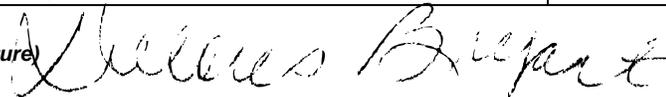
**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

1. DATE OF ORDER 09/19/2008		2. CONTRACT NO. (If any)		6. SHIP TO: Keith Lesnick		
3. ORDER NO. DTMA1V08211		4. REQUISITION/REFERENCE NO. PR500080065		a. NAME OF CONSIGNEE DOT/Maritime Administration, MAR-830		
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 1200 New Jersey Ave., SE MAR380, W28-201		
c. CITY Washington		d. STATE DC		e. ZIP CODE 20590		
7. TO: a. NAME OF CONTRACTOR <b>Wayne E. Ashcroft</b>				f. SHIP VIA		
b. COMPANY NAME <b>Bowhead Science and Technology LLC</b>				8. TYPE OF ORDER		
c. STREET ADDRESS <b>4900 Seminary Road, Suite 1000</b>				<input checked="" type="checkbox"/> a. PURCHASE 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.		
d. CITY <b>Alexandria</b>		e. STATE <b>VA</b>	f. ZIP CODE <b>22311-1858</b>			
9. ACCOUNTING AND APPROPRIATION DATA 7008 - - 175000 - 2008 - 15 - EGAL - - 13300000 - 154000 - - 25305 - - 6100 - 6600 - 11 - - N86544				10. REQUISITIONING OFFICE DOT/Maritime Administration, MAR-500		
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS						12. F.O.B. POINT Destination
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					

**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)
	<b>SEE LINE ITEM DETAIL</b>					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOT. (Cont. pages)	
21. MAIL INVOICE TO: Leah MacHugh							
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			\$50,000.00	17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature) 			23. NAME (Typed) Delores Bryant TITLE: CONTRACTING/ORDERING OFFICER			
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**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE NO.  
3 of 11

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

DATE OF ORDER 09/19/2008	CONTRACT NO.	ORDER NO. DTMA1V08211
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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>Webpage Support</p> <p>Contract support is required to conduct research on the various programs administered within this organization; and update and revise information to be dispersed MAR-500's webpages via the Internet. Specific requirements are as follows:</p> <ol style="list-style-type: none"> <li>1. Provide key personnel to conduct relevant research on matters related to Maritime Intermodal and Port Development activities in an effort to improve the delivery of electronic information to internal and external web customers.</li> <li>2. Revise and update various components of the websites for the Deepwater Port Licensing Program, Americas Marine Highway, and Cargo Handling Cooperative Agreement developed and managed by the Associate Administrator for Intermodal System Development.</li> <li>3. Provide on-going updates and website management as needed.</li> </ol> <p>See the attached Statement of Work for additional details</p> <table border="0"> <tr> <td><i>Start Date</i></td> <td><i>End Date</i></td> </tr> <tr> <td>09/22/2008</td> <td>03/31/2009</td> </tr> </table> <p>Reference Requisition: PR500080065</p>	<i>Start Date</i>	<i>End Date</i>	09/22/2008	03/31/2009	1.00	EA	50,000.000	50,000.00	
<i>Start Date</i>	<i>End Date</i>									
09/22/2008	03/31/2009									

**TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i)** ➡ \$50,000.00

TABLE OF CONTENTS

COMMERCIAL CLAUSES	5
1    Clauses By Reference	5
2    Small Business Program Representations	6
3    Statement of Equivalent Rates for Federal Hires	7
4    Solicitation Provisions Incorporated by Reference	8
5    Clauses Incorporated by Reference	8
6    AGENCY PROTESTS	8
SECTION I -- Contract Clauses	10
I.1    Rights In Data--Special Works	10

	<b>Document No.</b> DTMA1V08211	<b>Document Title</b> Web Page SUPPORT	Page 5 of 11
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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://acquisition.gov/far/current/html/FARTOCP52.html>

Clause	Title	Date
52.204-04	Printed or Copied Double-Sided on Recycled Paper	August 2000
52.211-16	Variation in Quantity	April 1984
52.213-02	Invoices	April 1984
52.213-03	Notice to Supplier	April 1984
52.217-06	Option for Increased Quantity	March 1989
52.217-08	Option to Extend Services	November 1999
52.222-03	Convict Labor	June 2003
52.222-20	Walsh-Healy Public Contracts Act	December 1996
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	March 2007
52.222-36	Affirmative Action For Workers with Disabilities	June 1998
52.222-41	Service Contract Act of 1965	November 2007
52.222-47	Reserved	June 2006
52.223-05	Pollution Prevention and Right-to-Know Information	August 2003
52.223-06	Drug-Free Workplace	May 2001
52.232-01	Payments	April 1984
52.232-08	Discounts for Prompt Payment	February 2002
52.232-16	Progress Payments	April 2003
52.232-18	Availability of Funds	April 1984
52.232-25	Prompt Payment	October 2003
52.232-33	Payment by Electronic Funds Transfer-Central Contractor Registration	October 2003
52.233-01	Disputes	July 2002
52.233-03	Protest after Award	August 1996
52.242-15	Stop-Work Order	August 1989
52.243-01	Changes--Fixed Price	August 1987
52.245-02	Government Property Installation Operation Services	June 2007
52.245-04	Reserved	June 2007
52.246-01	Contractor Inspection Requirements	April 1984
52.246-16	Responsibility for Supplies	April 1984
52.247-29	F.o.b. Origin	February 2006
52.247-34	F.o.b. Destination	November 1991
52.247-35	F.o.b. Destination, Within Consignee's Premises	April 1984
52.249-01	Termination for Convenience of the Government (Fixed-Price) (Short Form)	April 1984

	<b>Document No.</b> DTMA1V08211	<b>Document Title</b> Web Page SUPPORT	Page 6 of 11
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52.249-08	Default (Fixed-Price Supply and Service)	April 1984
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2      52.219-01      SMALL BUSINESS PROGRAM REPRESENTATIONS      MAY 2004

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ [insert NAICS code].

(2) The small business size standard is \_\_\_\_\_ [insert size standard].

(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. [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



	<b>Document No.</b> DTMA1V08211	<b>Document Title</b> Web Page SUPPORT	Page 8 of 11
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THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits \_\_\_\_\_

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4      52.252-01      SOLICITATION PROVISIONS INCORPORATED BY      FEBRUARY 1998  
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://acquisition.gov/far/current/html/FARTOCP52.html>

5      52.252-02      CLAUSES INCORPORATED BY REFERENCE      FEBRUARY 1998

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://acquisition.gov/far/current/html/FARTOCP52.html>

6      MCL.L-2      AGENCY PROTESTS      AUGUST 2005

(a) Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the Contracting Officer level through open and frank discussions. At any time the Contracting Officer and Protestor are encouraged to employ the use of alternative dispute resolution techniques to resolve the protest. When this cannot be

	<b>Document No.</b> DTMA1V08211	<b>Document Title</b> Web Page SUPPORT	Page 9 of 11
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accomplished interested parties may submit an agency protest to the Contracting Officer set forth in the Service of Protest provision of this solicitation.

(b) Protests based on alleged apparent improprieties in a solicitation shall be filed before bid opening or the closing date for receipt of proposals. In all other cases, protests shall be filed no later than 10 days after the basis of protest is known or should have been known, whichever is earlier.

(c) Protests shall include the following information. Failure to substantially include any of the following may be grounds for dismissal of the protest.

(i) Name, address, and fax and telephone numbers of the protester.

(ii) Solicitation or contract number.

(iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.

(iv) Copies of relevant documents.

(v) Request for a ruling by the agency.

(vi) Statement as to the form of relief requested.

(vii) All information establishing that the protester is an interested party for the purpose of filing a protest.

(viii) All information establishing the timeliness of the protest.

(d) Upon receipt and review of the protest to determine that adequate information is contained therein, the Contracting Officer will acknowledge receipt of the protest and inform the protester of the expected decision date. The Contracting Officer shall render a decision on the protest within 30 calendar days or notify the protestor of an extended decision date.

(e) Upon receipt of the Contracting Officer's decision, the protestor may appeal the decision within 15 calendar days of decision receipt. The appeal will result in an independent review of the protest by the Head of the Contracting Activity, the Associate Administrator for Administration. The Head of the Contracting Activity will impartially review the protest as presented, taking into consideration all of the available information, and render a decision. To the extent permitted by law and regulation, the Head of the Contracting Activity shall request relevant information from both parties. The Head of the Contracting Activity will render a decision on the appeal within 15 calendar days of receipt. Agency appellate review of the Contracting Officer's decision on the protest will not extend GAO's timeliness requirements. Therefore, any subsequent protest to the GAO must be filed within 10 days of knowledge of initial adverse agency action (4 CFR 21.2(a)(3)).

(f) Upon receipt of a protest, the Contracting Officer shall follow the procedures set forth in the FAR Subpart 33.103 (f) with regard to contract award and continued performance.

	<b>Document No.</b> DTMA1V08211	<b>Document Title</b> Web Page SUPPORT	Page 10 of 11
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SECTION I -- CONTRACT CLAUSES

I.1 52.227-17 RIGHTS IN DATA--SPECIAL WORKS

DECEMBER 2007

(a) Definitions. As used in this clause—

“Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Unlimited rights” means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of Rights. (1) The Government shall have—

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause.

(ii) The right to limit assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with paragraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to assert claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright— (1) Data first produced in the performance of this contract. (i) The Contractor shall not assert or authorize others to assert any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When copyright is asserted, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in paragraph (c)(1)(i) of this clause, the Contracting Officer shall direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the Government or its designated assignee.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and that contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.

(d) Release and use restrictions. Except as otherwise specifically provided for in this contract, the Contractor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) Indemnity. The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor’s consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

(End of clause)

	<b>Document No.</b> DTMA1V08211	<b>Document Title</b> Web Page SUPPORT	Page 11 of 11
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## **STATEMENT OF WORK**

### **Description:**

The Associate Administrator for Intermodal System Development works collaboratively with its stakeholders, the port community, energy sector, environmental associations, other governmental entities, and the transportation industry as a whole to ensure that the marine transportation industry can meet the nation's economic and security demands. In an effort to improve the accuracy, timeliness, and delivery of vital information to our internal and external customers, contract support is required to conduct research on the various programs administered within this organization; and update and revise information to be dispersed via the internet. Specific requirements are as follows:

### **Tasks:**

1. Provide key personnel to conduct relevant research on matters related to Maritime Intermodal and Port Development activities in an effort to improve the delivery of electronic information to internal and external web customers.
2. Revise and update various components of the websites for the Deepwater Port Licensing Program, Port Conveyance Program, America's Marine Highway, and Cargo Handling Cooperative Agreement developed and managed by the Associate Administrator for Intermodal System Development.
3. Provide on-going updates and website management as needed.

### **Deliverables:**

1. Provide revised and current website information for the Deepwater Port Licensing Program, Port Conveyance Program, America's Marine Highway, and Cargo Handling Cooperative Agreement
2. Staff/On-Site Support as Needed

### **Period of Performance:**

Six Months

### **Skill Requirements:**

- The ability to demonstrate a complete understanding of grammatical standards and sentence structure requirements for this type of writing.
- Experience in developing, writing, and editing material for scientific and technical reports, manuals, briefs, proposals, instruction books, catalogs, and related technical and administrative procedures.

- Ability to check references for accuracy through various materials including LexisNexis, the U.S. Code or other legal research tools and conduct research to obtain information needed to write and/or edit specific information.
- Demonstrated ability to produce professional-grade, articulate, accurate, and compelling documents for consumption by a wide-range of audiences---from Cabinet-level government executives to the general public.
- Expertise and understanding of the world wide web and technical ability to manipulate electronic information to manage internet websites.

**Program Manager:**

Yvette Fields

202-366-0926