

**ORDER FOR SUPPLIES OR SERVICES**

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

|  |  |   |                           |   |  |  |
|--|--|---|---------------------------|---|--|--|
| 1. DATE OF ORDER<br>07/17/2008   |  | 2. CONTRACT NO. (If any)<br>DTMA1C07006 |                           | 6. SHIP TO: A. D. Jordan                                      |  |  |
| 3. ORDER NO.<br>TO080000049  |  | 4. REQUISITION/REFERENCE NO.            |                           | a. NAME OF CONSIGNEE<br>DOT/Maritime Administration, MAR-611  |  |  |
| 5. ISSUING OFFICE (Address correspondence to)<br>DOT/Maritime Administration, MAR-380<br>400 Seventh Street, SW., Room 7310<br><br>Washington DC 20590 |  |   |                           | b. STREET ADDRESS<br>1200 New Jersey Ave., SE MAR380, W28-201 |  |  |
| c. CITY<br>Washington  |  | d. STATE<br>DC                          |                           | e. ZIP CODE<br>20590  |  |  |
| 7. TO:<br>a. NAME OF CONTRACTOR  |  |   |                           | f. SHIP VIA   |  |  |
| b. COMPANY NAME<br>ICI Services, LLC   |  |   |                           | 8. TYPE OF ORDER  |  |  |
| c. STREET ADDRESS<br>3800 FETTLER PARK DRIVE SUITE 202   |  |   |                           | <input type="checkbox"/> a. PURCHASE<br>REFERENCE YOUR:       |  | <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. |
| d. CITY<br>DUMFRIES  |  | e. STATE<br>VA                          | f. ZIP CODE<br>22025-1995 |   | 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<br>2008 - - 69X - 4303 - 9 - 6916 - - 0000 - 80SAF0 - - 25420 - - 0869 - 00861 - - -                              |  |   |                           | 10. REQUISITIONING OFFICE                                     |  |  |

|   |                             |                        |   |                                 |                    |
|---|-----------------------------|------------------------|---|---------------------------------|--------------------|
| 11. BUSINESS CLASSIFICATION (Check appropriate box(es))<br><input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input checked="" type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED<br><input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS |                             |                        |   | 12. F.O.B. POINT<br>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<br>Government   | b. ACCEPTANCE<br>Government |                        | 06/30/2009                                      |                                 |                    |

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> |                      |          |                |            |                       |

|                                     |   |                           |                      |  |   |
|-------------------------------------|---|---------------------------|----------------------|--|---|
| SEE BILLING INSTRUCTIONS ON REVERSE | 18. SHIPPING POINT  | 19. GROSS SHIPPING WEIGHT | 20. INVOICE NO.      |  | 17(h) TOT. (Cont. pages)<br><br>17(i) GRAND TOTAL |
|                                     | 21. MAIL INVOICE TO: Leah MacHugh   |                           |                      |  |   |
|                                     | a. NAME<br>DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City   |                           |                      |  |   |
|                                     | b. STREET ADDRESS (or P.O. Box)<br>MARAD A/P Branch, AMZ-150 PO Box 25710 |                           |                      |  |   |
|                                     | c. CITY<br>Oklahoma City  | d. STATE<br>OK            | e. ZIP CODE<br>73125 |  | \$70,000.00                                       |

|   |  |  |   |  |  |
|---|--|--|---|--|--|
| 22. UNITED STATES OF AMERICA BY (Signature) |  |  | 23. NAME (Typed)<br>Frank Bajowski<br>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<br>07/17/2008 | CONTRACT NO.<br>DTMA1C07006 | ORDER NO.<br>TO080000049 |
|-----------------------------|-----------------------------|--------------------------|

| ITEM NO.<br>(a)      | SUPPLIES OR SERVICES<br>(b)  | QUANTITY<br>ORDERED<br>(c) | UNIT<br>(d)       | UNIT<br>PRICE<br>(e) | AMOUNT<br>(f) | QUANTITY<br>ACCEPTED<br>(g) |            |      |     |            |           |  |
|----------------------|--|----------------------------|-------------------|----------------------|---------------|-----------------------------|------------|------|-----|------------|-----------|--|
| 0001                 | <p><i>Safety Survey</i></p> <p>Ship Survey and related efforts as described in Section C Statement of Work</p> <p>Contractors proposal dated June 25, 2008 is hereby included by reference. Due to technical problems with our electronic contract writing system, this Task Order has clauses included after Section C, Statement of Work that cannot be deleted. Please disregard Sections E and I, (pages 4, 5 and 6). The Basic Contract Terms and Conditions have Precedence over anything included in pages 4,5 and 6.</p> <table border="0"> <tr> <td><i>Delivery Date</i></td> <td><i>Start Date</i></td> <td><i>End Date</i></td> </tr> <tr> <td>06/30/2009</td> <td>07/17/2008</td> <td>06/30/2009</td> </tr> </table> | <i>Delivery Date</i>       | <i>Start Date</i> | <i>End Date</i>      | 06/30/2009    | 07/17/2008                  | 06/30/2009 | 1.00 | NTE | 70,000.000 | 70,000.00 |  |
| <i>Delivery Date</i> | <i>Start Date</i>  | <i>End Date</i>            |                   |                      |               |                             |            |      |     |            |           |  |
| 06/30/2009           | 07/17/2008   | 06/30/2009                 |                   |                      |               |                             |            |      |     |            |           |  |

**TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ \$70,000.00**

|                       |                                    |   |             |
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## SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

### C.1 SAFETY SURVEY

#### CONTRACT STATEMENT OF WORK

#### MARAD SHIPBOARD SAFETY SURVEYS, CY 08 SAFETY POSTERS, AND TECHNICAL SUPPORT TASK

Provide technical support in the following areas: 1) Conduct of the MARAD Shipboard Safety Surveys, 2) Production and distribution of CY 08 Safety Posters, and 3) Assist in the resolution of emergent safety issues.

The surveys will be conducted in accordance with the most current MARAD survey check-sheets. The surveys will include an onboard survey of the existing safety stance aboard approximately 20 vessels distributed along the West, East, and Gulf Coasts.

The Contractor shall provide technical support to the Division of Sealift Operations, MAR-612, in the execution of Safety Surveys of selected RRF vessels as follows: The Contractor shall conduct a shipboard safety survey of up to 20 RRF ships. The Surveys shall be conducted in accordance with the "MARAD IN-HOUSE SHIPBOARD SAFETY CHECKLIST". The Surveys shall be conducted between July 2008 and June 2009 as determined by MAR-612. The TPOC, Mr. Adrian Jordan, will accompany the Surveyor at his discretion. Additionally, the Contractor shall take digital pictures of identified safety deficiencies and exemplary safety installations. The digital pictures shall be electronically filed and labeled to facilitate location of specific pictures. The results of the surveys shall be documented in a database that will enable MAR-612 to identify trends, prioritize safety deficiency correction, and track resolution of corrections. A Trip Report shall be prepared to document the surveys conducted on each trip.

The production and distribution of 75 sets of 8 Safety Posters will be as approved by MAR-612. The Contractor shall prepare, package, and ship (via FEDEX with return receipt) seventy-five (75) sets of eight (8) posters. Ten (10) poster sets shall be provided to MARAD headquarters as spares. The posters shall be 11 inches by 17 inches, printed on 40-pound laser stock paper, front and back laminated. The Contractor shall prepare, for MARAD approval, a letter of instruction and a reply form to be forwarded with each annual set of posters. Upon approval of the letter of instruction and the reply form by MARAD, the Contractor shall also prepare a letter of instruction from MARAD to each ship manager stating the requirements for distribution of safety posters to each RRF vessel assigned to the ship manager. The Contractor shall provide a copy of the letter of instruction and the reply form with each of the seventy-five (75) sets of posters. Posters shall be forwarded to each RRF vessel via the vessel's ship manager. Each group of poster sets shall include a letter to the individual ship manager stating the contents of the FEDEX package and instructions for the distribution of the poster sets to the individual vessels.

The Contractor shall provide technical support to the Division of Sealift Operations, MAR-612, to facilitate resolution of emergent issues affecting the safety of RRF vessels. This support shall include ship-checks as necessary and other research as necessary to determine the particular details of issues and to identify recommended resolutions to the issues. The Contractor shall provide this support as tasked by the TPOC and shall respond in a timely and cost-effective manner. A report of actions, findings and recommended resolutions shall be prepared. The provision of technical support in the investigation of emergent safety issues and provision of recommended resolutions will be provided as directed by MAR-612. This task will provide for ship checks and other research as necessary to determine the details of the issues and to provide viable, cost effective recommendations for resolution.

The use of funds for surveys and technical support shall be sufficiently flexible to permit the utilization of unused funds for either task to be interchangeable, contingent upon the area that the COTR/TOPC determines as having the greatest need.

#### DELIVERABLES

1. Safety Survey Report on each vessel surveyed.
2. Trip Report to document the surveys and to provide comments and recommendations.
3. Electronic file copies of all digital pictures taken during the surveys.
4. Database of all identified safety deficiencies formatted to facilitate identification of trends, prioritization of safety deficiency correction, and tracking of resolution of corrective actions.
5. Seventy-five (75) sets of Safety Posters conforming to topical matter, size, and materials as described above.

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6. Letter of Instruction provided with each poster set.
7. Reply Form provided with each poster set.
8. Letter of Instruction from MARAD to each ship manager.
9. Copies of FEDEX shipping documents.
10. Report of Actions, Findings, and Recommended Resolutions for each assigned Safety Issue.

**Sole Source Justification  
(ICI SERVICES, LLC)**

The personnel of ICI SERVICES, LLC have worked with MARAD in the area of shipboard safety for over 15 years and have had a hand in developing safety videos, safety policy documentation, shipboard safety posters, and in conducting shipboard safety surveys, firefighting systems surveys, and personnel protective equipment surveys. ICI SERVICES, LLC also provides a large contingent of services in the area of shipboard safety to NAVSEA.

The personnel at ICI SERVICES, LLC have developed a familiarity with the RRF programs that facilitates their task performance. Their geographic proximity to MARAD Headquarters allows for face-to-face dialogue in as necessary, particularly in quick response to developing issues and ideas and in problem resolution. Costs have remained in line with the expected product, and remain competitive with other commercial sources.

In light of the foregoing and of the small amount of funding required, it is recommended that MARAD contract with ICI SERVICES, LLC to provide technical support for Shipboard Safety Surveys aboard up to 24 MARAD vessels, production and delivery of 75 sets of 8 safety posters, and provision of technical support in resolution of arising shipboard safety issues in accordance with the Statement of Work.

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

| <b>Clause</b> | <b>Title</b>                                 | <b>Date</b> |
|---------------|--|-------------|
| 52.246-06     | Inspection--Time-And-Material And Labor-Hour | May 2001    |

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

| Clause    | Title   | Date           |
|-----------|---|----------------|
| 52.202-01 | Definitions   | July 2004      |
| 52.203-05 | Covenant Against Contingent Fees                      | April 1984     |
| 52.203-06 | Restrictions On Subcontractor Sales To The Government | September 2006 |
| 52.203-07 | Anti-Kickback Procedures                              | July 1995      |
| 52.216-24 | Limitation Of Government Liability                    | April 1984     |
| 52.216-25 | Contract Definitization (See Note 1.)                 | October 1997   |
| 52.223-14 | Toxic Chemical Release Reporting                      | August 2003    |
| 52.225-13 | Restrictions on Certain Foreign Purchases             | February 2006  |
| 52.232-01 | Payments  | April 1984     |
| 52.233-03 | Protest After Award                                   | August 1996    |
| 52.243-03 | Changes--Time-And-Material Or Labor-Hours             | September 2000 |
| 52.244-06 | Subcontracts for Commercial Items                     | March 2007     |

I.2 MCL.I-1 DISCLOSURE OF CONFLICTS OF INTEREST

AUGUST 2005

It is the Department of Transportation's (DOT) policy to award contracts to only those offerors whose objectivity is not impaired because of any related past, present, or planned interest, financial or otherwise, in organizations regulated by DOT or in organizations whose interests may be substantially affected by Departmental activities. Based on this policy:

(a) The offeror shall provide a statement in its proposal which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) with an organization regulated by DOT, or with an organization whose interests may be substantially affected by Departmental activities, and which is related to the work under this solicitation. The interest(s) described shall include those of the proposer, its affiliates, proposed consultants, proposed subcontractors and key personnel of any of the above. Past interest shall be limited to within one year of the date of the offeror's technical proposal. Key personnel shall include any person owning more than 20% interest in the offeror, and the offeror's corporate officers, its senior managers and any employee who is responsible for making a decision or taking an action on this contract where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

(b) The offeror shall describe in detail why it believes, in light of the interest(s) identified in (a) above, that performance of the proposed contract can be accomplished in an impartial and objective manner.

(c) In the absence of any relevant interest identified in (a) above, the offeror shall submit in its proposal a statement certifying that to its best knowledge and belief no affiliation exists relevant to possible conflicts of interest. The offeror must obtain the same information from potential subcontractors prior to award of a subcontract.

(d) The Contracting Officer will review the statement submitted and may require additional relevant information from the offeror. All such information, and any other relevant information known to DOT, will be used to determine whether an award to the offeror may create a conflict of interest. If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the offeror, or

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(2) determine that it is otherwise in the best interest of the United States to contract with the offeror and include appropriate provisions to mitigate or avoid such conflict in the contract awarded.

(e) The refusal to provide the disclosure or representation, or any additional information required, may result in disqualification of the offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If after award the Contractor discovers a conflict of interest with respect to the contract awarded as a result of this solicitation, which could not reasonably have been known prior to award, an immediate and full disclosure shall be made in writing to the Contracting Officer. The disclosure shall include a full description of the conflict, a description of the action the contractor has taken, or proposes to take, to avoid or mitigate such conflict. The Contracting Officer may, however, terminate the contract for convenience if he or she deems that termination is in the best interest of the Government.