

**ORDER FOR SUPPLIES OR SERVICES**

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

1. DATE OF ORDER 08/16/2004	2. CONTRACT NO. (If any)	6. SHIP TO: A. D. Jordan		
3. ORDER NO. DTMA1V04121	4. REQUISITION/REFERENCE NO. PR600040099	a. NAME OF CONSIGNEE DOT/Maritime Administration, MAR-611		
5. ISSUING OFFICE (Address correspondence to) DOT/Maritime Administration, MAR-380 400 Seventh Street, SW., Room 7310		b. STREET ADDRESS 400 Seventh Street, SW., Room 2119		
Washington	DC	20590	c. CITY Washington	d. STATE DC
7. TO:		e. ZIP CODE 20590		
a. NAME OF CONTRACTOR		f. SHIP VIA		
b. COMPANY NAME ICI, LLC		8. TYPE OF ORDER		
c. STREET ADDRESS 17491 Jefferson Davis Hwy		<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.	<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 Dumfries	e. STATE VA	f. ZIP CODE 22026-2244		
9. ACCOUNTING AND APPROPRIATION DATA - 69 - X4303 - 9 - 04 - 65 - - 70SAF0 - 160000 - - 259Y - - 0465 - 00461 - - -		10. REQUISITIONING OFFICE		

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)	16. DISCOUNT TERMS
13. PLACE OF			10 days % 20 days % 30 days % days %
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>					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO: John G. Hoban				
	a. NAME DOT/Maritime Administration, MAR-330				\$33,957.28
	b. STREET ADDRESS (or P.O. Box) 400 Seventh Street, SW., Room 7325				
c. CITY Washington		d. STATE DC	e. ZIP CODE 20590		17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature)	23. NAME (Typed) Benedict J. Burnowski TITLE: CONTRACTING/ORDERING OFFICER
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**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 08/16/2004	CONTRACT NO.	ORDER NO. DTMA1V04121
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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>Shipboard Safety Survey</p> <p>The Contractor shall conduct a shipboard safety survey of up to 24 ships distributed among the three MARAD regions as selected by and approved by MAR-611. The Surveys shall be conducted in accordance with the "MARAD Safety Survey Checklist". The Surveyor will be accompanied in each survey by a Representative(s) (i.e. MARAD Region Personnel or Ship Manager Personnel which includes ship's officers) as approved by MAR-611. The Representative shall provide familiarity with the ships and ship's personnel. The Contractor shall provide the Representative with familiarization in the conduct of shipboard safety surveys. Additionally, the Contractor shall take digital pictures of identified safety deficiencies or exemplary safety items, as appropriate. The digital pictures shall be electronically filed and labeled for facilitate location of specific pictures and shall be in JPG or MPEG format. The results of the surveys shall be documented in a database that will enable MAR-611 to identify trends, prioritize safety deficiency correction, and track resolution of corrections. A Trip Report shall be prepared to document the surveys and to provide comments and recommendations.</p> <p align="center"> <i>Start Date</i>                      <i>End Date</i>                      09/01/2004                      08/31/2005                 </p> <p>Reference Requisition: PR600040099</p>	1.00	SET	33,957.280	33,957.28	

**TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i)** ➡ \$33,957.28

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## COMMERCIAL CLAUSES

### 1 SBA SECTION 8(A) CLAUSES

#### 52.219-14 Limitations on Subcontracting.

##### Limitations on Subcontracting (Dec 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside. (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for- (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern. (2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials. (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees. (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees. (End of clause)

#### 52.219-17 Section 8(a) Award.

##### Section 8(a) Award (Dec 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 \_\_\_\_\_ [insert name of contracting activity] 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 \_\_\_\_\_ [insert name of contracting agency] 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. (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 \_\_\_\_\_ [insert name of contracting agency]. (End of clause)

### 2 STATEMENT OF WORK

The Contractor shall provide technical support to U.S. DOT/Maritime Administration (MARAD) program office Code MAR-611 in the execution of Shipboard Safety Surveys of selected RRF vessels.

The Contractor shall conduct a shipboard safety survey of up to 24 ships distributed among the three MARAD regions as selected by and approved by MAR-611. The Surveys shall be conducted in accordance with the "MARAD Safety Survey Checklist".

Contractor Survey Personnel will be accompanied in each survey by a Representative(s) (i.e. MARAD Region Personnel or Ship Manager Personnel which includes ship's officers) as approved by MAR-611. The Representative shall provide familiarity with the ships and ship's personnel. The Contractor shall provide the Representative with familiarization in the conduct of shipboard safety surveys.

Additionally, the Contractor shall take digital pictures of identified safety deficiencies or exemplary safety items, as appropriate.. The digital pictures shall be electronically filed and labeled for facilitate location fo specific pictures and shall be in JPG or MPEG format.

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The results of the surveys shall be documented in a database that will enable MAR-611 to identify trends, prioritize safety deficiency correction, and track resolution fo corrections. A Trip Report shall be prepared to document the surveys and to provide comments and recommendations.

#### DELIVERABLES

1. Safety Survey Report on each vessel surveyed.
2. Trip Report to document the surveys and to provide comments and recommendations for each MARAD Region.
3. Electronic file copy 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 corrections, and tracking of resolution of corrective actions.

### 3 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>

<b>Clause</b>	<b>Title</b>	<b>Date</b>
52.203-03	Gratuities	April 1984
52.204-03	Taxpayer Identification	October 1998
52.204-04	Printed or Copied Double-Sided on Recycled Paper.	August 2000
52.207-04	Economic Purchase Quantity-Supplies	August 1987
52.219-01	Small Business Program Representations	May 2004
52.222-03	Convict Labor	June 2003
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	April 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	December 2001
52.222-36	Affirmative Action For Workers with Disabilities	June 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	December 2001
52.232-01	Payments	April 1984
52.232-08	Discounts For Prompt Payment	February 2002
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
52.247-34	F.O.B. Destination	November 1991
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